

Bellevue City Council Meeting ++AMENDED AMENDED AGENDA++

Tuesday, September 1, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers and copies are available on back table.
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 (P) are approved where this item is, unless otherwise removed*)
 1. (P) Approval of the August 18, 2026 City Council Minutes.
 2. (P) Acknowledge receipt of June 17, 2026 Bellevue Public Library Advisory Board Minutes.
 3. (P) Authorize the City of Bellevue to start using The Bellevue Times, a legal digital newspaper, as their official newspaper for publishing of all public notices.
6. APPROVAL OF CLAIMS - September 1, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (P) Appointment of Clare Severn to the Bellevue Library Advisory Board for a five-year term ending June 30, 2031. (Library Director)
 - b. (P) Appointment of Garrett Sims as President to the City of Bellevue Museum Board for a four-year term ending in August 2030. (Mayor Hike)
 - c. (P) Approve changing the beginning time of November 3, 2026 City Council meeting from 6:00 p.m. to 4:30 p.m. to allow City Council and Staff time to vote on Election Day. (City Administration)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4223: An ordinance to amend the hours regarding closing time at all City Parks, City Park Facilities and Playground Areas which shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m. (Public Works Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4224: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)
 1. Resolution 2026-17: A resolution to set the 2026-2027 property tax levy. (**Hearing required - No Action taken**)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4225: Compensation Ordinance Update (Human Resources)
 - b. Ordinance No. 4226: An ordinance to amend Chapter 12, of the Bellevue Municipal Code by amending Article IV, Sections 12-60; regarding fireworks. (Councilman Casey)
 - c. Ordinance No. 4227: An ordinance to amend Chapter 13, of the Bellevue Municipal Code by amending Article I, Sections 13-1, 13-4, and 13-5; Article II, Sections 13-21, 13-47, and 13-48; Article III, Sections 13-61 through 13-69, regarding garbage and refuse. (City Clerk) (**Staff request to waive the rule regarding three readings, hold a public hearing, and vote after**

the public hearing at tonight's meeting)

d. Ordinance No. 4228: An ordinance to amend Chapter 6, of the Bellevue Municipal Code by amending Article I, Sections 6-0, 6-8, and 6-9; and Article V, Sections 6-101 through 6-108, regarding animals and fowl. (City Clerk) **(Staff request to waive the rule regarding three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)**

e. Ordinance No. 4229: An ordinance to amend Chapter 16, of the Bellevue Municipal Code by amending Article II, Sections 16-23; regarding Library Advisory Board. (Library Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to approve the 2027-2032 Capital Improvement Plan (CIP). **(Planning Director) (Postpone Action to September 15, 2026 meeting)**

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. *Approve the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss. (City Clerk)

b. Approve and authorize the Mayor to sign Change Order #6 authorizing ARCO MURRAY for Retainage, Hydroseeding, and Mattel Construction in an amount not to exceed \$2,124,154.69. (Economic and Development Director)

c. Approve and authorize the Mayor to sign the Gas Main Extension Agreement between the City of Bellevue and MUD to install plastic gas main in Bellevue Entertainment District Subdivision in an amount not to exceed \$13,378.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the Seventh Lease Amendment and Lease Commission Agreement with Athletico Excel Nebraska, LLC extending their lease effective August 1, 2027 for seven (7) years or until July 31, 2034. (Administration)

e. Approve and authorize the Mayor to sign the agreement with Creative Sites, in an amount not to exceed \$34,938.00, for the patio project at the library. (Library Director)

f. Approve and authorize the purchase with Cellebrite Inc. to purchase three software licenses for use in the Bellevue Police Department's Cyber Crimes Unit, in an amount not to exceed \$40,270.00. (Assistant Chief Andy Jashinske)

g. Approve collective bargaining agreement with the Bellevue Professional Management Association for the term October 1, 2026 through September 30, 2028. (Administration)

h. Approve the revised Employee Handbook. (Human Resource Director)

i. ++ Approve and authorize the Mayor to sign the ROW Purchase Agreement for Fort Crook Road Extension in an amount not to exceed \$320,100.00. (Economic Development Director)

j. ++ Approve and authorize the OPPD Transformer Service Installation Contracts for the Bellevue Entertainment District in an amount not to exceed \$233,556.00. (Economic Development Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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9/1/2026

Bellevue City Council Meeting, August 18, 2026, 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 August 18, 2026 at 4:30 p.m. Present were Council Members Kathy Welch, Rich Casey, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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 Hike led in the Pledge of Allegiance. Pastor Paul Gardner, 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 and copies are located on table outside of the chambers.

APPROVAL OF THE AGENDA:

Motion was made by Welch, seconded by Preister, to approve the agenda. Roll call vote to approve the agenda was as follows: Welch, Casey, Preister, 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 McCaw, to approve the consent agenda consisting of the following item: Acknowledge receipt of the July 14, 2026 Tree Board Minutes; Approval of the August 4, 2026 City Council Minutes; and Authorize staff to pay claims pertaining to the 2025-2026 Fiscal Year Budget, ending September 30, 2026.

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 Casey, to approve August 18, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "D" Liquor License to sell beer, wine, and spirits off sale only, for QWH LLC dba NP Mart 38, located at 1001 Galvin Road South, and Anne Gordon as Manager. (City Clerk)

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

Mr. Sean Kelley, 2804 S. 87th Avenue, Omaha, appearing on behalf of the applicant to answer any questions. He noted that the applicant will own the property and is working on the closing of the property now.

Councilman Welch asked when the closing is happening and when will it be opened. Mr. Kelley stated there will be quite a bit of construction with the existing building being demolished and would anticipate the construction beginning January 2027.

No one else in the audience came forth to speak in support of or in opposition to the ordinance.

Mayor Hike declared the public hearing closed.

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Bellevue City Council Meeting, August 18, 2026, Page 2

Motion was made by Casey, seconded by Welch, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "D" Liquor License to sell beer, wine, and spirits off sale only, for QWH LLC dba NP Mart 38, located at 1001 Galvin Road South, and Anne Gordon as Manager. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (3rd Reading):

Ordinance No. 4221: Compensation Ordinance Update. (HR Director)

Ordinance No. 4221: 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. 4200; and providing for an effective date was read for the third and final time.

Motion was made by Collins, seconded by Welch, to approve Ordinance No. 4221: 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. 4200; and providing for an effective date. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Ordinance No. 4222: An ordinance to amend the City Code relating to agenda submission and Administrative review. (Councilman Burns)

Ordinance No. 4222: An ordinance to amend Sections 2-29 and 2-107 of the Bellevue Municipal Code pertaining to agenda formulation, submission of materials, and review by Administrative Staff of ordinances, resolutions, and contract documents; to repeal all previous versions of the same; and to provide an effective date of this ordinance was read for the third and final time.

Motion was made by Burns, seconded by McCaw, to approve Ordinance No. 4222: An ordinance to amend Sections 2-29 and 2-107 of the Bellevue Municipal Code pertaining to agenda formulation, submission of materials, and review by Administrative Staff of ordinances, resolutions, and contract documents; to repeal all previous versions of the same; and to provide an effective date.

Councilman Collins stated she had a few questions and some language difference in what Policy Resolution 9 states. She has concerns with the chain of command, the amount of extra time that might be required of staff, and how parts of this ordinance might conflict with current City Code. She just wants to make sure everything is in line to avoid problems or discrepancies in City Code. Collins would like to delay action so legal can take a second look at the ordinance. Discussion ensued.

Motion was made by Welch, seconded by Collins, to lay over Ordinance No. 4222 until October 6, 2026 so legal can go through it and to have City Council do three on threes on this specific ordinance and then bring back to vote.

With two motions on the floor, Ms. Aimee Bataillon, City Attorney, advised City Council to vote on the second motion, if it fails, then Council would vote on the first motion which was to approve Ordinance No. 4222.

Roll call vote to approve the motion to lay over Ordinance No. 4222 until October 6, 2026 was as follows: Welch, Casey, Preister, and Collins, voted yes; voting no: Burns and McCaw; abstain: none; absent: none. Motion carried.

Mayor Hike stated Ordinance No. 4222 will be held over until the Council meeting on October 6, 2026.

ORDINANCES FOR PUBLIC HEARING: (2nd Reading):

Ordinance No. 4223: An ordinance to amend the hours regarding closing time at all City Parks, City Park Facilities and Playground Areas which shall be open daily to the public during the hours of 6:00 a.m. to 10:00 p.m. (Public Works Director)

Ordinance No. 4223: An ordinance to amend Chapter 21, of the Bellevue Municipal Code by amending Article1 Sections 21-23 regarding closing time and to provide an effective date was read for the second time and a public hearing was held.

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 ordinance.

Mayor Hike declared the public hearing closed.

Councilman Preister stated he previously had some concerns but thanked the staff for addressing his concerns.

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Councilwoman Collins asked if staff would have to stay on site after hours. Mr. Ristow, City Administrator, informed her there are many auto locks on parks on restrooms, as far as cemetery there are not gates to all entrances and with hours this will give the city the authority to kick them out.

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 1, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4224: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)

Ordinance No. 4224: To adopt the budget statement to be termed the Annual Appropriations Bill: to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read for the first time and by title only.

Mayor Hike stated the second read and public hearing will be heard at the Council meeting on September 1, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request to final plat Lots 171 through 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition, together with Outlot A, Liberty Replat One. Applicant: Liberty Land LLC. General Location: Northwest of Quail Drive and Capehart Road. (Planning Director)

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

Mr. Andrew Koster, 10836 Old Mill Road, Omaha, Civil Engineer on the project was present on behalf of the applicant. He stated he was just there to answer any questions.

No one in the audience came forth to speak in support of or in opposition to the ordinance.

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to request to final plat Lots 171 through 289, and Outlot B, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition, together with Outlot A, Liberty Replat One. Applicant: Liberty Land LLC. General Location: Northwest of Quail Drive and Capehart Road. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approval of the Liberty Phase 3 Subdivision Agreement and authorize the Mayor to sign.

Motion was made by Welch, seconded by Collins, to approve the Liberty Phase 3 Subdivision Agreement and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2026-15: Approve and authorize the Mayor to sign the Municipal Annual Certification of Program Compliance 2026. (City Clerk)

Motion was made by Casey, seconded by McCaw, to authorize and approve and authorize the Mayor to sign the Municipal Annual Certification of Program Compliance 2026. 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. 2026-16: Master Fee Schedule Update

Motion was made by Welch, seconded by Collins, to approve Resolution No. 2016-16: A resolution to update the Master Fee Schedule 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:

Authorize and approve the Mayor to sign the Memorandum of Understanding (MOU) and Agreement with Pilgrims Landing Garden Club regarding maintenance and landscaping, in an amount not to exceed \$2,000.00. (Public Works Director)

Motion was made by Burns, seconded by Casey, to authorize and approve the Mayor to sign the Memorandum of Understanding (MOU) and Agreement with Pilgrims Landing Garden Club regarding

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maintenance and landscaping, in an amount not to exceed \$2,000.00. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign acceptance of the Permanent Storm Sewer Easement granted by Quail Crossing LLC. (Public Works Director)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign acceptance of the Permanent Storm Sewer Easement granted by Quail Crossing LLC. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order No. 4 with Vrana Civil for the Bellevue Entertainment District Traffic Signals, in an amount not to exceed \$532,125.16. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign Change Order No. 4 with Vrana Civil for the Bellevue Entertainment District Traffic Signals, in an amount not to exceed \$532,125.16. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Consulting Agreement with HUB International Great Plains, LLC., as the Broker of Record for Insurance Brokerage Services, in an amount not to exceed \$ 50,000.00. (HR Director)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Consulting Agreement with HUB International Great Plains, LLC., as the Broker of Record for Insurance Brokerage Services, in an amount not to exceed \$ 50,000.00. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Annual Renewal Workplace Harassment Training Agreement with Traliant for a one-year term beginning September 2, 2026 through September 1, 2027, in an amount not to exceed \$5,890.00. (HR Director)

Motion was made by Casey, seconded by Preister to approve and authorize the Mayor to sign the Annual Renewal Workplace Harassment Training Agreement with Traliant for a one-year term beginning September 2, 2026 through September 1, 2027, in an amount not to exceed \$5,890.00. Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports **(August report will be attached to the September 1st Council meeting packet)**

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 7:23 p.m.

Roll call vote to approve the motion was as follows: Welch, Casey, Preister, Burns, Collins, and McCaw, voted yes; voting no: none; abstain: 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 18, 2026; 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

**Bellevue Public Library Advisory Board
Minutes of June 17, 2026, Meeting**

1. **Call to Order/Open Meetings Act Notice.** Evonne Edgington, President, called the regular meeting of the Bellevue Public Library Advisory Board to order on the 17th day of June at 5:30 p.m. at the Bellevue Public Library, 2206 Longo Drive, Suite 100, Bellevue, NE. Edgington noted that a copy of the Open Meetings Act was available for viewing on the wall of the meeting room.
2. **Calling of Roll.** Present were board members Evonne Edgington, Erin Holmes, Sarah Mlnarik, Ann Moore and Deb Stortvedt. Deborah Ady and Karen Clopton were absent. Staff members present included Julie Dinville, Director, and Clair LaCrosse, Secretary.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posted in two public places, the designated method for giving notice, and was also given to all members of the Bellevue Public Library Advisory Board. All proceedings shown hereafter were taken while the convened meeting was open to the public.

3. **Approval of the agenda of the June 17th meeting.** The agenda was posted in the Sarpy County Times, at the Bellevue City Hall and the Bellevue Public Library. **Motion** was made by Stortvedt and seconded by Moore to approve the agenda. Edgington, Holmes, Mlnarik, Moore and Stortvedt voted yes; voting no: none; absent Ady and Clopton. **Motion passed.**
4. **Approval of the minutes of the May 20th meeting.** **Motion** was made by Mlnarik and seconded by Stortvedt to approve the minutes of the May 20th, 2026, meeting. Edgington, Holmes, Mlnarik, Moore and Stortvedt voted yes; voting no: none; absent Ady and Clopton **Motion passed.**
5. **Review of 2026 Adult Library Program (ALP) by Adult Services staff.** Laura Mischke provided a presentation that showcased events, kits, and participants of the successful 2026 Adult Library Program. Mischke shared that 1,412 people registered for the program (up from 1,200 in 2025), setting a new registration record for participants. Overall, 2,720 people attended 191 events. The most popular event was the April 19th Kickoff celebration with 1,050 attendees. This was followed by the ongoing quilt show, with 356 people attending. There were 177 attendees at outreach events. This summer, there were 17 different take-home kits for which 277 people registered. Finally, 367 people participated in makerspace programs. Mlnarik remarked that she appreciated the versatility in programming from year to year.
6. **Director's Reports**
 - a. **Monthly Statistics – May 2026.** Dinville noted some circulation tasks were down by 4%, but the number of users registered was comparable to last year. Digital content use is generally up, especially with e-magazine checkouts. Due to Nebraska legislative budget cuts, there is a possibility that participating libraries may need to cover the cost of this service, or it could be discontinued.
 - b. **General Activities Report.** The Adult calendars for July and August 2026 were distributed. Kyle Williams will start on Monday, June 22, as Assistant Circulation Manager. Work on the library's new website continues. Due to overflowing water from an office suite upstairs, there was flooding in the adult reading area. Dinville praised library staff for their efforts in locating the cause of the flooding and efforts to dry shelving, carpet, and any library materials. There is an Orca Behavior Institute display in front of the meeting room doors that showcases a life-sized whale fin and information about wild killer whale conservation. The library will participate in Bellevue Together's school supply collection and will be a drop-off location. The library's door count surpassed 600 on the first three days of the Summer Library Program for children and teens.
7. **Discuss new Board Policies Manual.** Dinville made some modifications to the Unattended Persons policy which was reviewed by Board members. Mlnarik stated that clarifying the difference between general library use and program attendance was helpful. **Motion** was made by Edgington and seconded by Mlnarik to approve the new Board Policies Manual. Edgington, Holmes, Mlnarik, Moore and Stortvedt voted yes; voting no: none; absent Ady and Clopton. **Motion passed.**
8. **Update on Book Club Kit Program.** Dinville gave Board members a copy of the new Book Club Kit brochure. Fifty-five kits were added, some of which were donated by active book clubs, two that were donated by the Friends of the Bellevue Public Library, 10 which were provided through the Jolene Bethel memorial fund, and the remaining purchased by the library. Forty-two kits were weeded due to lack of use or for worn condition. The Nebraska Library Commission accepted 10 kits, while other retired kits were given to the Salvation Army, Better World Books, or the library's bookstore. Book club kits will now include a large print copy when available. On average, some 24-36 kits are borrowed each month. With 255 book club kits available, Bellevue has one of the biggest collections available outside of Omaha.

9. **Discuss Nebraska Library Association (NLA) & Mountain Plains Library Association (MPLA) Conference, October 14-16, at the LaVista Conference Center, La Vista NE.** A preliminary schedule and attendee registration information was distributed to Board members. Dinville encouraged anyone interested in attending to register via the early bird deadline of July 31st to ensure the discount on the registration fee.
10. **Discussion of Board member vacancy.** Ady and Moore's terms expire June 30th, 2026. Moore offered to renew her term. There were no recommendations from Board to fill Ady's vacancy. Dinville encouraged board members to email her or LaCosse if they had any suggestions.
11. **Foundation and Friends updates.** There were over 150 guesses for the number of Gummy bookworms in a jar at the Foundation booth at the ALP kickoff on April 19th. There were 317 gummies, and the winner of the jar had a guess of 316. The Foundation approved \$300 for the purchase of two additional Tonie boxes and figurines. The next library Foundation meeting will be on August 13th. Stortvedt shared that the Friends received a \$500 grant from Altrusa. The Friends also chose two new titles for the Books for Babies program: *Llama Llama Red Pajama* and *Don't Let the Pigeon Drive the Bus*. The Friends will meet between August and September to assemble activity kits made from old books.
12. **Public Comment.** There were no requests for public comment.
13. **Acknowledge next meeting is August 19th, 2026, in accordance with Library Advisory Board bylaws.**
14. **Adjournment. Motion** was made by Mlnarik and seconded by Stortvedt that the meeting be adjourned. Edgington, Mlnarik, Moore and Stortvedt voted yes; voting no: none; absent Ady and Clopton. **Motion** passed. The meeting adjourned at 6:26 p.m.

Respectfully submitted,
Clair LaCosse,
Library Secretary

MINUTE RECORD

6.
9/1/2026

CLAIMS FOR 2026/09/01 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	42.18
		\$ 42.18

CITY ADMINISTRATOR

AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	82.12
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	50.82
CAPITAL BUSINESS SYSTEMS, INC	2026/07/13-08/12 COPIER EXPENSE	41.79
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	78.88
OMAHA WORLD HERALD	PC-2026/08/31M SUBSCRIPTION	29.99
OPENAI	PC-2026/06/30-07/30 SUBSCRIPTION	20.00
WSJ/BARRONS SUBSCRIPTION	PC-2026/07/11 SUBSCRIPTION	58.84
		\$ 362.44

LEGAL

AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	173.64
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	8.97
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	13.92
NETDOCUMENTS SOFTWARE INC	2026/08/06-2027/08/05 DOCUMENT MANAGEMENT SOFTWARE	4,028.07
SARPY COUNTY COURT	CLAIM 659 CR 25 3311 FEE	17.00
THOMSON REUTERS - WEST	PC-2026/06/30M SUBSCRIPTION ON-LINE	636.00
UNITED STATES POSTAL SERVICE	PC-MAILING CHARGE	35.90
		\$ 4,913.50

CABLE ADVISORY

AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	41.06
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	44.84
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	69.60
		\$ 155.50

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	ONLINE CODE SUPPLEMENT PAGES	58.50
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	77.72
COLUMN SOFTWARE, PBC	PC-LEGAL AD	1,022.64
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	120.65
ONE SOURCE	PC-2026/06/01-07/01 BACKGROUND CHECKS	120.00
SARPY COUNTY CLERK	PC-FILING FEE	34.84
		\$ 1,434.35

FINANCE/RISK MANAGEMENT

AICPA	PC-2026/08/01-2027/07/31 MEMBERSHIP-TORDOFF, SEVERSON	695.00
AMAZON.COM, LLC	PC-COLORED COPY PAPER, METALLIC TAG LABELS, COOLING TOWELS	470.27
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	188.62
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	65.77
CAPITAL BUSINESS SYSTEMS, INC	2026/07/09-08/08 COPIER EXPENSE	29.83
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	102.08
INDOFF, INC	COPY PAPER	555.89
QUADIENT FINANCE USA, INC	2026/07/31M POSTAGE REFILL & SUPPLIES	1,202.75
		\$ 3,310.21

LIBRARY

ABE BOOKS	PC-BOOK	56.42
AMAZON.COM, LLC	PC-DISPLAY CASE, BASKET, BOOKS, PRINTER CARTRIDGES, DVDS, HAND WIPES, MARKERS, BEADS, PENS, HEAT TRANSFER BUNDLE	1,672.70
CAPITAL BUSINESS SYSTEMS, INC	2026/06/30-07/30 COPIER EXPENSE	317.68
CAPITAL BUSINESS SYSTEMS, INC	2026/07/10-08/09 COPIER EXPENSE	285.36
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
CNA SURETY DIRECT BILL	PC-2026/07/26-2030/07/26 NOTARY BOND-C BARNARD	40.00
COX BUSINESS SERVICES	2026/08/09-09/08 MONTHLY SERVICE	604.99
DANIELLE ZIEGENHORN	REIMB PROGRAM SUPPLIES FROM WALMART	44.84
HUMANITIES NEBRASKA	PC-HUMANITIES NEB SPEAKER FEE	75.00
INDOFF, INC	COPY PAPER	279.95
INGRAM LIBRARY SERVICES LLC	BOOKS	1,275.40
MARCO'S PIZZA	PC-PIZZA-PGM SUP	208.32
QUADIENT FINANCE USA, INC	2026/07/31M LIBRARY NEOSHIPS	810.91
TEQUIPMENT	PC-FILTERS FOR LASER CUTTER-MAKERSPACE	819.76
WALMART SUPERCENTER	PC-BOOK CLUB -PGM SUP	30.55
		\$ 6,617.76

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ADMINISTRATIVE SERVICES/PERSONNEL

ACE RENT A CAR	PC-TOLL PASS	49.75
ARTEMIS WELLNESS	PC-FITNESS FOR DUTY EVALUATION	3,500.00
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	126.54
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	50.82
COLUMN SOFTWARE, PBC	PC-LEGAL AD	21.27
CULLIGAN OF OMAHA	BOTTLED WATER	39.00
HAMPTON INN-ORLANDO	PC-PARKING FOR CONFERENCE-DECKER	29.84
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	78.89
UKG INC	2026/07/31M PRO TIME MANAGEMENT, USAGE OVERAGE FEE	2,912.51
		\$ 6,808.62

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-BATTERIES, CORRECTION TAPE, HIGHLIGHTERS, LABELS, PENS, HI VIZ SAFETY VESTS, PACKING TAPE	127.29
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	206.42
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	3.36
CAPITAL BUSINESS SYSTEMS, INC	2026/07/10-08/09 COPIER EXPENSE	81.75
CROW LAWN CARE LLC	2026/07/02-08/14 CODE CLEANUP	6,800.00
GREAT PLAINS UNIFORMS	TACTICAL POLO, PANTS-C BUSENBARK	300.00
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	1.18
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	31.63
TRAVELERS	2026/07/31M PAID LOSS RECOVERY	1,304.00
VISTA PRINT	PC-BUSINESS CARDS	174.96
		\$ 9,030.59

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL 2026/07/06-08/02	2,114.64
AMAZON.COM, LLC	PC-DYMO LABEL PRINTER, CLEANING CLOTHES, WILL RETURN CLOCK	151.62
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	355.80
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	5.65
FELSBURG HOLT & ULLEVIG, INC	BPW 260203-US75 & US34 INTERCHANGE SIGNAL 2026/07/31M	4,961.45
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	1.97
J P COOKE COMPANY	NOTARY STAMP-M KANKOVSKY	43.10
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEW FY 2026 THRU 2026/07/31	1,251.25
JEO CONSULTING GROUP, INC	BPW 260105-PUBLIC WORKS FACILITY PLAN THRU 2026/07/31	24,750.00
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	53.12
PRECISE MRM LLC	2026/07/31M FLAT DATA PLAN	92.00
		\$ 33,780.60

PARKS

ALEX MARSHALL	REIMB FOR CDL LICENSE	64.00
AMAZON.COM, LLC	PC-BASKETBALL NETS	74.55
A-RELIEF SERVICES	2026/07/19-08/15 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2026/07/11-08/07 PORTABLE RESTROOMS-OLD CHURCH	199.00
A-RELIEF SERVICES	2026/07/07-08/03 PORTABLE RESTROOMS-AHP	831.00
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	81.60
BIG RED LOCKSMITHS	KEYS-PARKS	129.50
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	100.56
CASEY'S GENERAL STORE	PC-FOOD FOR SAFETY MEETING	41.94
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	107.39
CROW LAWN CARE LLC	2026/07/01 MOWING	1,357.20
CROW LAWN CARE LLC	2026/07/08 MOWING	1,357.20
CROW LAWN CARE LLC	2026/07/15 MOWING	1,357.20
CROW LAWN CARE LLC	2026/07/22 MOWING	1,357.20
CROW LAWN CARE LLC	2026/07/29 MOWING	1,357.20
HD SUPPLY FACILITIES MAINTENANCE	TRASH CAN LINERS-REED CTR	80.73
HUGHES TREE SERVICE	TREE REMOVAL-REED CTR 1200 LORD BLVD	3,800.00
HUGHES TREE SERVICE	TREE REMOVAL-EVERETT PARK 1514 BETZ	2,250.00
HUGHES TREE SERVICE	TREE REMOVAL-WASHINGTON PARK	4,999.00
J & J SMALL ENGINE SERVICE	PC-CHAIN TIGHTENER	67.58
MENARDS	PC-CARRIAGE BOLTS, WASHERS, QUICK CONNECT, THREADS, LUMBER	290.57
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	1,488.59
METROPOLITAN UTILITIES DIST	2026/07/07-08/03 MONTHLY SERVICE	60.71
METROPOLITAN UTILITIES DIST	2026/07/07-08/05 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2026/07/09-08/05 MONTHLY SERVICE	175.04
OMAHA PUBLIC POWER DISTRICT	2026/06/02-07/01 MONTHLY SERVICE	107.08
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	2,913.57
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	64.19

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PARKS (CONT'D)		
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	582.40
OMAHA PUBLIC POWER DISTRICT	2026/06/25-07/27 MONTHLY SERVICE	73.21
PRECISE MRM LLC	2026/07/31M FLAT DATA PLAN	299.00
SITEONE LANDSCAPE SUPPLY	LIQUID HERBICIDE FOR PARKS	8,624.06
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS	4.99
		\$ 34,542.70

RECREATION		
AMAZON.COM, LLC	PC-CONCESSION SUPPLIES, SPORTS WHISTLES	90.99
AQUA-CHEM	POOL EQUIPMENT-SWIVEL CADDY, REMOTE-GILBERT	4,527.60
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	105.86
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES	1,210.00
CALVARY CHRISTIAN CHURCH	2026/08/13 MUSIC IN THE PARKS	400.00
CAPITAL BUSINESS SYSTEMS, INC	2026/07/11-08/10 COPIER EXPENSE	55.93
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	83.39
DICK'S CLOTHING AND SPORTING GOODS	PC-TENNIS, BASKETBALL NETS	93.56
KELLI HAGGARD	REFUND REED CTR RENTAL	400.00
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	7,509.31
METROPOLITAN UTILITIES DIST	2026/07/07-08/03 MONTHLY SERVICE	21,668.61
METROPOLITAN UTILITIES DIST	2026/07/11-08/07 MONTHLY SERVICE	4,822.75
MIDWEST IMPRESSIONS	SOCCER LEAGUE JERSEYS - MORRIE'S CHEVY & ERWIN'S	2,781.00
OMAHA PUBLIC POWER DISTRICT	2026/06/02-07/01 MONTHLY SERVICE	58.95
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	2,210.79
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	2,006.29
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	40.57
PRIMA DISTRIBUTION	PC-CONCESSION SUPPLIES	200.67
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	2,257.40
WESTLAKE ACE HARDWARE	PC-BROOM REPAIR	38.99
WESTLAKE ACE HARDWARE	LAUNDRY BASKETS FOR POOLS, MARKING PAINT	105.94
		\$ 50,668.60

FACILITY MAINTENANCE		
AE SUPPLY	PC-SOLENOID VALVE REGULATOR-REED CENTER	170.00
AMAZON.COM, LLC	PC-DISINFECTANT CLEANER, PIPE FITTING, TRASH CAN CADDY	95.64
AMERICAN UNDERGROUND SUPPLY, LLC	PC-BRASS SDDLE, BUSHING-AHP	48.21
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	82.12
BIG RED LOCKSMITHS	CYLINDERS, DUPL KEYS, SERVICE-MUSEUM	342.50
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	469.30
CARPENTER PAPER CO	JANITORIAL SUPPLIES	204.48
CERRIS SYSTEMS NORTH CENTRAL, INC	FLEX DUCT FOR COOLING-DIST 3	2,135.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HP-2081 EXP VALVE REPLACED-1510 WALL	659.00
CERRIS SYSTEMS NORTH CENTRAL, INC	CONDENSER DOWN-1500 WALL	1,160.75
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	107.39
CULLIGAN OF OMAHA	BOTTLED WATER, COOLER RENTAL	76.50
DURABLE FLAGS, LLC	PC-AMERICAN FLAGS	1,320.00
ECHO GROUP, INC	PC-LIGHT BULBS	223.80
FERGUSON ENTERPRISES LLC #228	PC-GATE VALVE, ADAPTER-AHP	71.96
FILTER SHOP	PC-WASHABLE FILTERS-LIBRARY	163.80
HD SUPPLY FACILITIES MAINTENANCE	TRASH CAN LINERS, TOWELS, TP, BLEACH, FLOOR STRIPPER-DIST 2	635.95
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	34.24
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY HALL, PW, LIBRARY	115.32
J P COOKE COMPANY	NOTARY STAMP- L GARDNER	43.10
MENARDS	PC-DROP CLOTH, BALLASTS, SCREWDRIVER, CLEANING PRODUCTS, PVC PIPE, TAPE, TOOL BAG, TOILET VALVE REPAIR KIT, CEILING TILES	1,017.15
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	348.44
MIDWEST MUDJACKING	RAISED GARAGE FLOOR-DIST 1	1,200.00
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	1,308.58
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	475.50
PORTER TRUSTIN CARLSON COMPANY	RETRACTABLE WALLS FOR FIRE TRAINING SITE	86,750.00
PRECISE MRM LLC	2026/07/31M FLAT DATA PLAN	138.00
ROCHESTER MIDLAND CORPORATION	2026/08/31M WATER ENERGY TEAM FIXED BILLING	399.60
SECURITY EQUIPMENT INC	2026/08/06-09/30 ALARM MONITORING-FIRE TRAINING	46.67
SECURITY EQUIPMENT INC	FIRE CELLULAR COMMUNICATOR-FIRE TRAINING	551.00
SHERWIN WILLIAMS CO	PC-PAINT-PD	33.89
SITEONE LANDSCAPE SUPPLY	PC-QUICK COUPLING, SWIVEL HOSE, VALVE-AHP	173.24
TREES SHRUBS AND MORE	PC-LANDSCAPING SUPPLIES	48.02
WESTLAKE ACE HARDWARE	PC-CEMENT, COUPLER, HOSE MENDER, WEED KILLER, GARDEN SPRAY	124.71
		\$ 100,773.86

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CEMETERY

A-RELIEF SERVICES	2026/07/11-08/07 PORTABLE RESTROOMS-CEMETERY	199.00
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	41.06
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	90.09
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	175.38
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	117.36
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	364.00
WESTLAKE ACE HARDWARE	PC-MARKERS, OIL FOR SAW, PRO LINE FOR SAW	144.96
		\$ 1,131.85

STREETS

ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RCON 2026/06/08-07/05	7,367.25
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RCON 2026/07/06-08/02	1,751.00
ALFRED BENESCH & COMPANY	BPW 260104-2026 OVERLAY PROJECTS 2026/07/06-08/02	8,243.00
ALFRED BENESCH & COMPANY	BPW 260102-2026 CONCRETE PROJECTS 2026/07/06-08/02	36,952.25
AMAZON.COM, LLC	PC-AIR FRESHENERS, MAGNET LAWN SWEEPER	60.75
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	232.27
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	153.81
CAPITAL BUSINESS SYSTEMS, INC	2026/07/12-08/11 COPIER EXPENSE	42.92
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	SIGNAL PROBLEMS 25TH & 370	2,069.06
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIG, INC	BPW 260108-MCCANN PARK STORM SEWER 2026/07/31M	11,927.50
FELSBURG HOLT & ULLEVIG, INC	BPW 260509-CAPEHART RD 48TH TO 36TH STUDY 2026/07/31M	1,593.76
FELSBURG HOLT & ULLEVIG, INC	BPW 260510-N-370 SIGNAL RETIMING 2026/07/31M	1,220.00
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	1.32
HUGHES MULCH PRODUCTS	GRIND & HAUL TREE DEBRIS	51,100.00
IMSA	PC-2026/06/22-2029/06/22 RENEW CERTIFICATION-C WILSON	50.00
LOGAN CONTRACTORS SUPPLY	TRUCKLOAD OF SEALANT-12805 S 9TH ST	21,510.00
LOGAN CONTRACTORS SUPPLY	TRUCKLOAD OF SEALANT-206 INDUSTRIAL DR	21,510.00
MENARDS	PC-LUMBER, CONSTRUCTION SCREWS	343.58
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES-CDL TRAINING-C HIRKO	342.00
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	381.30
METROPOLITAN UTILITIES DIST	2026/07/07-08/03 MONTHLY SERVICE	276.00
METROPOLITAN UTILITIES DIST	2026/07/11-08/07 MONTHLY SERVICE	53.28
MID-AMERICAN SIGNAL	CABINET INTERFACE DEVICES	16,166.00
OMAHA PUBLIC POWER DISTRICT	2026/06/02-07/01 MONTHLY SERVICE	68.21
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	624.73
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	46.49
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	591.88
OMAHA PUBLIC POWER DISTRICT	2026/06/25-07/27 MONTHLY SERVICE	2,760.38
OMNI ENGINEERING	ASPHALT	106.74
PLATTE RIVER CONCRETE CO	CONCRETE	24,260.64
PRECISE MRM LLC	2026/07/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	11,599.90
SHERWIN WILLIAMS CO	WHITE MARKING PAINT, RED PAINT	7,421.39
STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PROJECTS	66,306.36
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES 2026-07-31 HWY ALLOC BONDS 2021-08-20	300.00
		\$ 298,903.94

FLEET MAINTENANCE

AGRIVISION EQUIPMENT GROUP	PC-CAP SCREWS. WASHERS, CARBURETOR, GASKET, FAN HOUSING WITH STARTER, ELASTOSTART ASSEMBLY	302.37
AMAZON.COM, LLC	PC-ADJUSTABLE SLEEVE-LOCK COUPLER, BACKRACK HARDWARE KIT, CLUTCH KIT FOR LAZER, DOME LIGHTS, ELECTRICAL TAPE, SCREWS, DOUBLE SPLINE SPINDLER FOR LAZER, ICE MAKER MACHINE, PAPER FUEL STABILIZER, FLAP WHEELS, ROLOC SURF COND DISC	2,683.68
ARNOLD MOTOR SUPPLY		50.43
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	112.06
AUTOMOTIVE WAREHOUSE DIST, INC	MOULDING TAPE, CIRCUIT BREAKER, HEAD LIGHT BULB, FUEL FILTER, GAUGE	336.49
BAUER BUILT TIRE & SERVICE	TIRES	3,875.52
BAUM HYDRAULICS CORP	BEARINGS	299.80
BAXTER FORD OF OMAHA	WIRE ASY, SENDER ASY, NOX SENSOR, HOUSING, BRACKET, EXHAUST SENSORS, GASKET, FUEL VAPOR CANNISTER	2,919.62
BAXTER FORD OF PAPIILLION	NOX SENSOR-PA558	394.73
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	123.02
BOBCAT OF OMAHA	PC-LATCH DOOR, KIT, TIRES	1,667.55
CORNHUSKER INTERNATIONAL TRUCKS	AIR FILTER, QUICK RELEASE VALVE, ELEC HORN, BATTERY COVER ASY, FUEL PRIMER PUMP, DRAIN HOSE, CLAMPS	1,707.11
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	107.39
CULLIGAN OF OMAHA	BOTTLED WATER, COOLER RENTAL	233.00
CUMMINS SALES AND SERVICE	EXH OUT GASKET, HEADBOLTS & GASKET SET, INJECTOR FUEL PARTS, ENGINE OVERHAUL KIT, FILTER KIT	8,815.31

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FLEET MAINTENANCE (CONT'D)

DANIELSON / TECH SUPPLY	SAMSON AIR REGULATOR & GAUGE	68.67
FACTORY MOTOR PARTS CO	WIPER ASY, HIGH PRESSURE SWITCH PIGTAIL	163.67
FORCE AMERICA INC	PC-REPLACEMENT KIT FOR BONNET	181.45
GALVIN GLASS	REPLACE WINDSHIELDS	1,177.55
GRAHAM TIRE COMPANY	PC-TIRES	645.00
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	4.39
HENDERSON PRODUCTS, INC	PIN W/ HANDLE	82.46
HONDA CARS OF BELLEVUE	PC-CREDIT-REFUND FOR SALES TAX	(2.40)
HOSE & HANDLING, INC	FUEL TANK FILLER HOSE, FUEL HOSE	65.72
IDENTIFIX INC	2026/09/29-2027/09/28 IDENTIFIX ANNUAL SUBSCRIPTION	1,548.00
INTERSTATE BATTERIES	BATTERIES	1,229.62
J & J SMALL ENGINE SERVICE	REPLACEMENT ENGINE-PA678	2,800.00
J & J SMALL ENGINE SERVICE	PC-BOTTOM GUARD, CLUTCH KIT, SPRING WASHERS, ELECTRIC STARTER KIT, SPEED FEED	806.75
JIM HAWK TRUCK TRAILERS	PC-BALANCE DRUM, LONG STROKE PIGGY BACK, IP AIR DRYER, IP CARTRIDGES	1,555.98
KRIHA FLUID POWER CO	PC-BACKUP RINGS, O-RING SEALS, COUPLERS, PIPES, HOSE ASSY W/FITTINGS, TRIPLE LOK PLUGS	1,649.92
MACQUEEN EQUIPMENT, LLC	PC-CONTROL PANEL, RESISTORS, JUNCTION BOX FOR LADDER TRUCKS	1,385.46
MENARDS	PC-BLADES, CHAIN LUBE, FUNNELS, QUICK LINKS, BATTERIES, SPRAY PAINT, STORAGE CONTAINERS, WELDABLE ANGLE, SQUARE TUBING, PC-FOAM MAT, CONTACT CEMENT, PAINT TRAY, WELDABLE ANGLE, SQUARE TUBING	911.37
MENARDS - RALSTON	2026/07/03-07/31 MONTHLY SERVICE	239.63
METROPOLITAN UTILITIES DIST	PC-ALTERNATOR, DRIVER SIDE MIRROR, FILTER ELEMENTS, O-RINGS, VALVE, SEAT SAFETY SWITCH, SHIFTER SWITCH	139.81
MURPHY TRACTOR	BULK BATTERY CABLE, FILTERS, HOSE CLAMPS, A/C COMPRESSOR, BRAKE PADS, ROTORS, BRAKE PARTS CLEANER, HOSE CLAMPS, WELDING WIRE & ROD, MILLER BATTERY, GLOVES	1,287.37
NAPA AUTO PARTS	2026/06/23-07/23 MONTHLY SERVICE	2,726.35
NIPPON SANJO MATHESON INC	WASHERS, BOLTS, CONNECTORS, DRILL BITS, NUTS, SCREWS, LUGS	647.55
OMAHA PUBLIC POWER DISTRICT	PC-LEFT UPPER BALL JOINT, PASSENGER SIDE UPPER CONTROL ARM	1,074.36
ONEMONROE	ALIGN FRONT & REAR AXLE, BALANCE TIRES, PRESS IN BUSHING FOR REAR SUSPENSION	712.19
O'REILLY AUTO PARTS	PC-2026/05/31M FLAT DATA PLAN	213.45
PAUL LUCHT & SONS, INC	PC-2026/06/25-2027/06/24 SOFTWARE UPDATE AND LICENSES	2,053.00
PRECISE MRM LLC	COUPLER	161.00
PROAUTO TOOLS	BICONE ISOLATORS, GASKETS	1,779.00
SERVICE EXPRESS CO, INC	SEAT COVERS-ST229	51.72
TOYNE, INC	TORQUE ROD-WW130	380.25
TRUCK AUTHORITY - OMAHA	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	472.00
TRUCK CENTER COMPANIES-OMAHA	PC-CROSS-LINK WIRE, POWER FUSE MODULE, PRIMARY WIRE, TOGGLE SWITCH SAFETY COVERS, TERMINALS	276.17
WALKERS UNIFORM RENTAL	PC-1IN TUBE CAPS, CREDIT-PARTS	170.36
WAYTEK, INC		548.84
WESTLAKE ACE HARDWARE		(30.54)
		\$ 50,804.20

PLANNING

AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	41.06
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	5.11
COLUMN SOFTWARE, PBC	PC-LEGAL AD	17.45
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	1.79
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	48.05
		\$ 113.46

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-BOOTS & SHOES COVERS, HIGHLIGHTERS, HAND SANITIZER	51.47
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	493.20
BELLEVUE PRINTING COMPANY	INSPECTION & APPROVAL STICKERS, STOP WORK TAGS	1,032.43
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	6.83
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	2.39
INTERNATIONAL CODE COUNCIL, INC	PC-2026/07/08-2027/07/07 RENEW CERTIFICATION	105.00
LOFGREN CONTRACTING & ELECTRIC	REFUND PMT 26-000793 CK# 2392 - STATE JOB NOT CITY	398.10
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	64.19
		\$ 2,153.61

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POLICE

ACE INTERDICTION TACTICS	PC-REGISTRATION FOR INTERCEPT TRAINING (3)	747.00
AMAZON.COM, LLC	PC-BATTERIES, HIGHLIGHTERS, STAPLES, FLASH DRIVES, PHOTO BACKDROP, COFFEE MAKER, HANDCUFF POUCHES, DOCKING STATIONS, DESK CHAIR, HANDCUFFS, KEYS	6,243.15
AMERICAN COUNCIL ON EXERCISE	PC-2026/06/13-07/12 TRAINING MEMBERSIP-BANKS	34.95
ANTHROPIC PBC	PC-2026/06/25-07/25 CLAUDE MAX PLAN-KIRWAN	100.00
A-RELIEF SERVICES	2026/07/23-08/19 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	4,062.14
ATRONIC ALARMS INC	CAMERA SURVEILLANCE SYSTEM-WASHINGTON PARK	3,815.00
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	811.20
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	120.96
CCAP AUTO LEASE	2026/08/31M CHRYSLER USPIS VEHICLE LEASE	696.68
COBBLESTONE INN & SUITES	PC-LODGING FOR VEH CONTACT COURSE-SWACKHAMMER, GERMAN	266.54
COX BUSINESS SERVICES	2026/08/02-09/01 MONTHLY SERVICE	285.00
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	558.97
CRITICAL INCIDENT REVIEW	PC-INVESTIGATION TRAINING-SHIVERS, WRIGLEY	1,994.00
DAVIS & STANTON	UNIFORM COMMENDATION BARS	145.50
EMBASSY SUITES BY HILTON	PC-LODGING FOR NAFTA CONFERENCE-REED	945.76
EXPEDIA	PC-LODGING FOR FBI GRADUATION- CLARY, SPENCER	165.70
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION, MAINTENANCE	1,627.00
GREAT PLAINS UNIFORMS	BALLISTIC VEST(3)	3,900.00
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	42.28
HOLIDAY INN COLUMBUS-HILLIARD	PC-LODGING FOR FBI GRADUATION-CLARY	154.58
HOLIDAY INN EXPRESS & SUIES	PC-LODGING FOR FBI GRADUATION-CLARY	123.20
HOPE VALENTINE, LLC	2026/07/31M MENTAL HEALTH-4 HOURS	750.00
HOPE VALENTINE, LLC	2026/06/30M MENTAL HEALTH-3 HOURS	450.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	PC-IACP CONFERENCE-CLARY	500.00
INT'L HOMICIDE INVESTIGATORS ASSOC	PC-HOMICIDE TRAINING-BAFARO	475.00
J P COOKE COMPANY	POCKET STAMPER-M JARVIS	69.20
JACKSON SERVICES, INC	DOOR MAT SERVICE	183.31
JO DONS	OFFICER OF THE 2ND QTR PLAQUE	60.00
JOHN HANCOCK PENSIONS	POLICE PENSION CONTRIBUTION	323,710.14
JORDAN SPENCER	REIMB FOR DAMAGED SUNGLASSES	40.00
JOSEPH GRAY	REIMB FOR K9 MEDICINE	201.62
JUMPERS 4 YOU	BOUNCE HOUSES FOR NNO	959.04
KODEX, INC	SUBPEONA FOR RECORDS	50.00
LYNN PEAVEY COMPANY	URINE COLLECTION KITS, SHP	207.80
MATCON, LLC	2026/09/30M OPERATING EXPENSE, RENT FOR K9 BLDG	2,070.28
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	1,137.61
MIKE PETTIT	REIMB PER DIEM, BAGGAGE FEES, FUEL FOR RENTAL CAR	338.60
MODERN SAMURAI	PC-FIREARMS TRAINING-MEADOWS	630.00
MOTOROLA SOLUTIONS, INC	TRANSFER STATION, 4 BODY CAMERAS, 10 DOCKING STATIONS	6,296.80
MYZONE, INC	PC-2026/07/31M WELLNESS PROGRAM-BANKS	75.00
NEBRASKA FBI	PC-FBINA RETRAINER COURSE-GREINER	150.00
NEBRASKA NARCOTICS OFFICERS ASSOCIATION INC	PC-NEB NARCOTICS OFFICERS CONFERENCE-SPENCER	150.00
NEBRASKA SECRETARY OF STATE	PC-2026/06/17-2030/06/17 NOTARY-K WRIGLEY	32.50
NEBRASKA SECRETARY OF STATE	PC-2026/07/27-2030/07/27 NOTARY FEE-L LAMPMAN	32.50
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	33.46
PENSKE TRUCK LEASING CO	PC-TRUCK RENTAL	292.87
PEPPERMILLL HOTEL CASINO	PC-LODGING FOR NASRO TRAINING-SEVERN, ROSARIO, VANN, BOTTJEN, MANNING, BANKS, HOBBS	6,002.50
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/06/02-07/01 EVIDENCE STORAGE	175.48
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/06/26-07/25 EVIDENCE STORAGE	164.00
SAM'S CLUB DIRECT	PC-FOOD FOR WELCOME CEREMONY & RETIREMENT CEREMONY	100.94
SHARP IMAGE INC	WINDOW TINTING-2026 HYUNDAI SANTA FE	389.00
SIRIUS VETERINARY ORTHOPEDIC CENTER, LLC	PC-K9 SURGERY-KADO	2,490.68
SPARTAN NASH STORES, LLC	PC-FOOD FOR WELCOME CEREMONY	149.76
SPOTHERO PARKING	PC-PARKING FOR TRAINING-K BROWN	11.24
STANLEY J HOW, ARCHITECTS	2026/07/31M POLICE RANGE ARCHITECTURAL SERVICES	3,898.20
STRADA OCCUPATIONAL HEALTH	MEDICAL TESTING-NEW RECRUIT	697.00
SUPER SEER CORPORATION	2 POLICE MOTORCYCLE HELMETS, FREIGHT	1,489.80
TRAVELERS	CITIZEN LIABILITY CLAIM	43,347.15
TRAVELERS	2026/07/31M PAID LOSS RECOVERY	3,252.00
TRI-TECH FORENSICS, INC	EVIDENCE BAGS, TAGS & ZIP TIES	871.90
TRU BY HILTON	PC-LODGING FOR FBI GRADUATION-GREINER	144.87
ULTIMATE TRAINING MUNITIONS	5.56MM RVR BLUE UTM AMMO, FREIGHT	5,212.94
VISTA PRINT	PC-BUSINESS CARDS	432.90
		\$ 434,764.70

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CLAIMS FOR 2026/09/01 COUNCIL MEETING

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FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	PLYMOVENT HOSE-DIST 3	273.00
AIRGAS USA, LLC	OXYGEN, OXYGEN SENSOR REPLACEMENT	462.33
AIRGAS USA, LLC	2026/07/31M CYLINDER RENTAL	215.80
AMAZON.COM, LLC	PC-PENS, BINDERS, BOOTS, BLACKOUT TRAINING GEAR, D-LINK SWITCHES, OFFICE CHAIR, CABLES, PANTS, SHOES, COAT RACK, FLASH DRIVES, DISHWASHER PUMP REPLACEMENT PART	3,074.75
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	1,291.67
AT&T MOBILITY-CC	2026/07/05-08/04 MONTHLY SERVICE	537.75
BLACK HILLS ENERGY	2026/06/30-07/31 MONTHLY SERVICE	176.05
BLUE VALLEY PUBLIC SAFETY	DEEP CYCLE BATTERIES, CHARGER	1,655.00
BOUND TREE MEDICAL, LLC	MEDICATIONS, CURAPLEX, GLOVES, MICROSTREAM INTUBATED & NON-INTUBATED, I-GEL RESUS PACK, CATHETERS, CUFFS, OXYGEN	12,776.73
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	115.00
COX BUSINESS SERVICES	2026/08/31M MONTHLY SERVICE	214.78
DANKO EMERGENCY EQUIPMENT	RESCUE CARABINER, PULLEY, PLATE, 2 LZ30 GAS DETECTORS	30,674.64
DXP ENTERPRISES, INC	CHRLORINE BALANCE NITROGEN	256.00
EC DATA SYSTEMS, INC	PC-2026/06/30M SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	SCBA-AIRTEST, FIRE HOSES	24,798.89
FEDERAL EXPRESS CORPORATION	PC-MAILING CHARGE	21.55
FEDERAL SIGNAL CORPORATION	PART OF 2 NEW SIRENS	31,860.00
FIRE DEPARTMENT CLOTHING	UNIFORMS & DUTY SHIRTS	5,000.00
GLOBAL INDUSTRIAL EQUIPMENT	6 WATER FOUNTAINS, REPLACEMENT WATER FILTERS, SHIPPING	10,394.45
GREAT PLAINS UNIFORMS	BADGES, BOOTS, PANTS, BELTS, NAME PLATE, BALLISTICS VESTS	6,604.41
HEARTLAND NATURAL GAS LLC	2026/06/30-2026/07/31 MONTHLY SERVICE	10.97
HILLYARD INC	WET/DRY VAC FOR FLOOR STRIPPING	1,136.49
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR-DIST 3	670.10
J & J SMALL ENGINE SERVICE	PC-SHARPEN CHAIN SAW	105.00
MACQUEEN EQUIPMENT, LLC	BUNKER GEAR-COATS, PANTS, STRUCTURAL GLOVES, EXTRICATION	63,537.00
MARCO TECHNOLOGIES, LLC	2026/07/27-08/26 COPIER EXPENSE	135.39
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR, ICE MACHINE	6,112.50
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS LLC	SHARPS CONTAINERS (8)	28.67
MEDICA	REFUND FOR SERVICES- L RONE	777.00
MENARDS	PC-BOX FAN, DISH DRYING RACK, BROOM, DUST PAN, SPONGES, TIDE PODS, WATER, DUPLEX NAILS	756.75
METROPOLITAN UTILITIES DIST	2026/07/03-07/31 MONTHLY SERVICE	400.89
METROPOLITAN UTILITIES DIST	2026/07/07-07/31 MONTHLY SERVICE	483.47
METROPOLITAN UTILITIES DIST	2026/07/07-08/03 MONTHLY SERVICE	1,651.12
METROPOLITAN UTILITIES DIST	2026/07/09-08/05 MONTHLY SERVICE	303.68
MICHAELS STORES, INC & SUBS	PC-FRAMING FOR POSTER	455.10
MOTOROLA SOLUTIONS, INC	SPEAKER MICS, (8) RADIOS, BATTERIES, LICENSES & WARRANTIES FOR NEW FIRE RADIOS	64,942.96
NRS	30 TYPE 3 PDF LIFE JACKETS, WATER RESCUE SUITS	3,353.10
OMAHA PUBLIC POWER DISTRICT	2026/06/02-07/01 MONTHLY SERVICE	1,425.89
OMAHA PUBLIC POWER DISTRICT	2026/06/10-07/10 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	2,317.32
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	992.67
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	3,111.39
OMAHA PUBLIC POWER DISTRICT	2026/06/25-07/27 MONTHLY SERVICE	828.00
POLICEOFC.COM	PC-CUSTOM GRAPHIC DESIGN	207.00
REDBACK USA	BLACK SAFETY PULL ON BOOTS	190.40
SAPP BROS, INC	PROPANE FOR FIRE TRAINING SITE	516.72
SARPY CHAMBER	2026 LEADERSHIP SARPY CLASS-A ROGERS	1,895.00
SEEK THERMAL, INC	PC-CAMERAS	240.00
SFPE GREAT PLAINS	PC-REGISTRATION FOR CONFERENCE-GIFFORD	200.00
STARLINK - A DIVISION OF SPACE EXPLORATION	PC-2026/06/28-07/28 TERMINAL ACCESS-CMD POST	155.00
STERICYCLE, INC	2026/07/31M ON-SITE SHREDDING	182.34
STRYKER SALES CORPORATION	6507 POWER PRO, MTS PWLD-MODIFICATION TO SQUAD FOR POWER	68,026.19
TELEFLEX LLC	EZ-IO POWER DRIVER, NEEDLES	2,248.00
THE DROVER RESTAURANT	PC-MEALS (REIMBURSED-USED WRONG CARD)	492.16
TRANSNET, LLC	2026/07/16-07/30 TRANSCRIPTION SERVICES	62.88
WALMART SUPERCENTER	PC-BRUSHES, GLOVES, SHOWER CURTAIN	196.14
WESTLAKE ACE HARDWARE	PC-DUCT TAPE, SILICONE	17.58
WITMER PUBLIC SAFETY GROUP	WATER THROW BAGS, SHIPPING	285.48
ZOLL DATA SYSTEMS INC	2026/09/30M ZOLL BILLING	1,654.80
ZOLL MEDICAL CORPORATION	RESQPOD ITD 10	1,489.60
		\$ 362,038.50

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CLAIMS FOR 2026/09/01 COUNCIL MEETING

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NON-DEPARTMENTAL/CONTRACTS

AMAZON.COM, LLC	PC-2026/07/07-2027/07/06 CITY MEMBERSHIP	349.00
AMERICAN NATIONAL BANK	2026/07/31M ACCT 1000 ANALYSIS CHG	782.90
CENTURY LINK	2026/07/04-08/03 MONTHLY SERVICE	297.24
CIVICPLUS, LLC	2026/07/01-2027/06/30 ANNUAL MUNICIPAL WEBSITES CENTRAL	18,866.40
FIRST NATIONAL BANK OF OMAHA	2026/07/31M ACCT 1084 ANALYSIS CHG	704.13
HEARTLAND MARKETING & COMMUNICATIONS, INC	2026/06/29-07/26 SOCIAL MEDIA MANAGEMENT	2,569.01
NE-DEPARTMENT OF REVENUE	2026/07/31M SALES AND USE TAX RETURN (FORM 10)	2,161.34
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	125.51
PM AM CORPORATION	2026/07/31M ALARM FEES	2,500.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2026/06/30M MAT SERVICE 2186 MILES	6,943.00
SARPY COUNTY COURT HOUSE	2026/09/30M ANIMAL CONTROL	17,259.00
TRISTAR	2026/06-30Q CLAIMS ADMIN FEES	4,017.10
		\$ 56,574.63

INFORMATION TECHNOLOGY

ADIGLOBAL	PC-CONNECTORS, CABLES	469.64
AMAZON.COM, LLC	PC-BATTERIES, HOME SPEAKER SYSTEM, MICRO SD CARDS, CARD READER	764.19
DELL MARKETING L.P.	(30) MONITORS FOR IT	3,510.00
ESO SOLUTIONS, INC	2026/09/03-12/02Q EHR & ESO SOFTWARE	11,230.46
FAADRONEZONE	PC-DRONE REGISTRATION	5.00
GOVDIRECT, INC	(6) PANASONIC LAPTOPS W/ EXTENDED WARRANTY FOR PD	28,296.60
HOME DEPOT	PC-KNEELING PADS, BUCKET, PLIERS, PIPE THREAD, BUSHINGS	171.88
MENARDS	PC-BUSHINGS, CONNECTORS, INSULATORS, WASHERS, TAPE, NUT, WALL PLATE, ELBOWS, BUSHINGS, PLIERS	208.36
MOTOROLA SOLUTIONS, INC	PORTABLE RADIO BATTERIES, SPEAKER CABLES, WHIP ANTENNA	740.94
ONE CALL CONCEPTS	2026/07/31M LOCATES FOR IT	2.85
PORTABLE COMPUTER SYSTEMS, INC	EZCONNECT PIGTAIL ANTENNAS AND CABLE HARNESSSES	761.07
SENTINEL TECHNOLOGIES, INC	2026/07/31M FORTIS SERVICES, PRODUCTS	5,414.77
STERLING COMPUTERS CORPORATION	VEEAM ESSENTIALS, SOFTWARE	3,579.79
STERLING COMPUTERS CORPORATION	2026/09/30-2027/09/29 EXTREME SWITCHES RENEWAL	13,625.31
TJ CABLE AND UNDERGROUND SERVICES, LLC	202/07/31M LOCATES FOR IT	300.00
VINCO, INC	RELOCATE ANTENNA & SHELTER	4,500.00
WASABI TECHNOLOGIES, LLC	PC-2026/05/12-06/11 MONTHLY CLOUD STORAGE	170.74
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS	7.08
		\$ 73,758.68

2206 LONGO DR

C&E INDUSTRIES	2026/07/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2026/07/04-08/03 MONTHLY SERVICE	139.44
CINTAS LOCATION #749	2026/08/31M MAT SERVICE	496.48
COX BUSINESS SERVICES	2026/06/27-07/26 MONTHLY SERVICE	157.80
FISH WINDOW CLEANING	WINDOW CLEANING	2,138.93
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES	931.09
METROPOLITAN UTILITIES DIST	2026/06/04-07/06 MONTHLY SERVICE - WATER & SEWER, GAS	6,397.03
OMAHA PUBLIC POWER DISTRICT	2026/05/22-06/23 MONTHLY SERVICE	10,909.91
PAPILLION SANITATION	2026/07/31M SERVICE	455.24
SELDIN LLC	2026/06/30M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/07/31M BANK FEES	27.01
SELDIN LLC	2026/07/31M APPFOLIO FEES	40.08
STATE FIRE MARSHALL TRAINING DIVISION	2026 ANNUAL INSPECTION	120.00
TAILORED LAWNS, INC	LAWNCARE	700.00
USG	MET WITH COX ON LEAK, SET UP MEET WITH ECI, FILLED HOLD TANK	234.33
USG	REPAIRED HANDICAP BUTTON ON CORNER	141.24
USG	FIXED VACUUM, FILLED CHILLER SYS & REPLACED WATERLINE	338.38
USG	REPLACED CARBON MONOXIDE DETEC, CKD CHILLER'S WATER LEVEL	261.04
USG	MET WITH COMPANY TO UPGRADE CONTROLS	222.15
USG	PLUMBING SERVICE	202.23
USG	ELEVATOR COMPLIANCE ISSUES	87.00
USG	REPLACED LIGHTS	253.59
USG	MET WITH CERRIS TO REPLAC CHILLER, FILLED HOLDING TANK	222.15
USG	FILLED HOLDING TANK FOR CHILLER AND PATCHED LEAKS	407.67
USG	MANUALLY FILLED COOLING TOWER, WORKED WITH CERRIS	513.60
USG	2026/06/30M ELEVATOR INSPECTION	135.15
USG	MET WITH ECI ABOUT VA LIGHTS, CKD WATER LEVEL ON CHILLER	178.65
USG	VA SOAP DISPENSER REPAIR	157.29
USG	HVAC IN VA CLINICAL ROOM	283.55
USG	HVAC LEAK IN VACANT SUITE	489.53
WATERLINK INC	2026/07/31M WATER TREATMENT SERVICE	431.63
		\$ 32,513.29

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WASTEWATER

AMAZON.COM, LLC	PC-COPY PAPER, CORRECTION FLUID, PAPER CUTTER, CALENDAR, WIPEES, GLASS FUSES	275.78
AMERICAN NATIONAL BANK	2026/07/31M ACCT 1034 ANALYSIS CHG	57.00
AT&T MOBILITY	2026/06/22-07/21 MONTHLY SERVICE	608.66
AT&T MOBILITY	2026/08/08-09/07 MONTHLY SERVICE	676.58
CENTURY LINK	2026/08/04-09/03 MONTHLY SERVICE	66.63
COX BUSINESS SERVICES	2026/07/29-08/28 MONTHLY SERVICE	66.50
COX BUSINESS SERVICES	2026/08/04-09/03 MONTHLY SERVICE	220.00
DYLAN ENGEL	REIMB FOR CDL RENEWAL	80.50
EMBRIS GROUP LLC	BPW 230611-OLD TOWNE CIPP REHAB	405.00
EMBRIS GROUP LLC	BPW 230307-BLUFF ST LIFT STATION 2026/07/31M	3,427.50
FIRST NATIONAL BANK OF OMAHA	2026/07/31M ACCT 1086 ANALYSIS CHG	543.74
HOA OPTIMIZATION & AUTOMATED SOLUTIONS, MENARDS	SYMCOM 5-CHANNEL SAFE SWITCH	927.49
	PC-WATER FOR THE OFFICE, TAPE, DEGREASER, FILAMENT, WEED KILLER, BOLTS, SPRAY PAINT, GLOVES, CHISELS	403.94
METROPOLITAN UTILITIES DIST	2026/07/07-08/03 MONTHLY SERVICE	233.18
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/10 MONTHLY SERVICE	451.12
OMAHA PUBLIC POWER DISTRICT	2026/06/11-07/13 MONTHLY SERVICE	2,434.85
OMAHA PUBLIC POWER DISTRICT	2026/06/22-07/22 MONTHLY SERVICE	1,939.16
OMAHA PUBLIC POWER DISTRICT	2026/06/23-07/23 MONTHLY SERVICE	1,201.70
OMAHA PUBLIC POWER DISTRICT	2026/06/29-07/13 MONTHLY SERVICE	47.21
READY MIXED CONCRETE COMPANY	CONCRETE	684.98
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2026/07/31	41,200.00
WESTLAKE ACE HARDWARE	PC-KEYS, CLEVIS STRAIGHT SHACKLE	73.89
		\$ 56,025.41

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/06/30M BCBS-NE ADMIN FEES	5,725.00
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/07/31M BCBS-NE ADMIN FEES	5,600.50
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/08/13 MEDICAL CLAIMS	143,049.20
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/08/20 MEDICAL CLAIMS	138,682.86
COVERYS	2026/07/31M COVERYS REINSURANCE	71,918.02
COVERYS	2026/08/31M COVERYS REINSURANCE	72,867.34
FIRST NATIONAL BANK OF OMAHA	2026/07/31M ACCT 1088 ANALYSIS CHG	289.70
		\$ 438,132.62

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	17.45
		\$ 17.45

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/07/19-07/24 CDGB EXPENSE	1,475.91
BELLEVUE ECONOMIC ENHANCEMENT	SMALL BUSINESS ASSIST-SHARP HAIR SALON	1,959.65
COLUMN SOFTWARE, PBC	PC-LEGAL AD	59.99
EASTERN NEBRASKA COMMUNITY	BELLEVUE FOOD PANTRY-HVAC EQUIPMENT	140,000.00
HABITAT FOR HUMANITY OF OMAHA	B-25 HOME REPAIR PROGRAM-1012 BRYAN AVE	12,500.00
		\$ 155,995.55

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID GORB'S 147-2018, 265-2019	178,948.75
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES 2026-07-31 GO WATER BONDS 2025-08-01	300.00
		\$ 179,248.75

TOTAL CLAIMS FOR 2026/09/01	\$ 2,394,617.55
TOTAL PAYROLL FOR 2026/08/14	\$ 2,014,123.94

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8a.
9/1/2026

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: Library Director	
AGENDA ITEM:	CONSENT AGENDA ☒	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Clare Severn's appointment as a member of the Bellevue Library Advisory Board with term ending June 30, 2031

SYNOPSIS/BACKGROUND:

Ms. Severn has been a longtime member of the Friends of the Bellevue Public Library and a strong supporter of the library, serving as a volunteer in the Makerspace at at other library events. She is currently employed with the Sarpy County Emergency Dispatch Center.

FISCAL IMPACT:: \$0 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

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:

Ms. Severn has submitted her application to Mayor Rusty Hike. The library highly recommends her addition to the Bellevue Library Advisory Board (she would be replacing Deborah Ady, who stepped down after two terms on the Board).

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



BELLEVUE PUBLIC LIBRARY

LIBRARY BOARD APPLICATION

The Library Board is composed of seven (7) members appointed by the Mayor and approved by the City Council to a term of five years. Normal terms are from July 1 of year one to June 30 of year five. Members can serve up to two consecutive terms. A board member who is appointed to fill a partial term, remains eligible to serve two (2) full terms. Board members must reside within the incorporated city limits of the City of Bellevue, NE.

The Library Board meets at 5:30 PM on the third Wednesday of each month except July and December. Special meetings may be called as needed.

If you are interested in serving your community on the Library Board you should be aware of the following criteria which will be used in evaluating candidates for the vacant position.

A board member must:

1. Be genuinely interested in public libraries and understand their importance in meeting the educational, recreational, and informational needs of the community;
2. Understand the local community, its social and cultural needs, and be willing to communicate those needs to the city council and city staff;
3. Commit the time necessary a) to become and stay knowledgeable about public library issues, b) to attend board meetings, and c) to serve in board offices and on committees;
4. Be able to work with others to reach a common goal;
5. Be ready to plan creatively and direct effectively the implementation of those plans;
6. Support the library's role to provide equal library service to all citizens of Bellevue and those contracted through legal agreements or paid individual memberships.

If you are interested, please complete this application. Applications will be kept on file and names submitted to the Mayor for consideration annually.

Name: Clare Severn

Address: 3401 Leawood Dr Zip Code 68123

PO Box (if applicable) _____

Email Address: claresevern@gmail.com

Home Phone: N/A Cell Phone: 402-619-0786

Occupation: all dispatcher Business Phone: 402-593-4111

Have you served on any local boards or councils or committees (city/school/etc)? Please list with dates:

currently on the CDBG Board, have been for 3 yrs
Nebraska APO / NENA board - treasurer
(Nebraska chapter for national/international organizations
for all professionals & those in that field.)
Friends of Bellevue Library - immediate past president
List any charitable or community activities in which you have been involved:

listed above

Do you (or your place of employment) do business with the City of Bellevue? ☒ Yes ☐ No
If yes, please specify the type of services provided.

Sarpy County 911 dispatches for city of Bellevue PD
& Fire Dept.
Husband works for Bellevue PD.
Your Availability to Service

Could you regularly attend board meetings? ☒ Yes ☐ No

Would you attend a training session for new board members ☒ Yes ☐ No

Why are you interested in serving on the Library Board?

I use the library often & want to see it get
even better.

Please write a brief statement of your understanding of the mission of the Library:

To provide reading materials among many other
services including learning opportunities to the
citizens of Bellevue, Nebraska.

Clall J. Swann

Signature

8/12/2026

Date

M E M O R A N D U M

TO: Council President McCaw & Council Members

FROM: Mayor & Administration

DATE: August 26, 2026

SUBJECT: Appointment to the City of Bellevue Museum Board

Please consider the following individual for appointment to the Bellevue Museum Board as President of the Bellevue Museum Board. Upon approval, he will serve a four-year term ending in August 2030.

Garrett Sims
505 Cornhusker Road
Suite 105 - PMB 347
Bellevue, Nebraska 68005
402-957-2125

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
9/1/2026

COUNCIL MEETING DATE: 8/4/2026		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

ORDINANCE NO. ~~4123~~ 4223

Amend Article I Sections 21 - 23 regarding closing time and to provide an effective date.

SYNOPSIS/BACKGROUND:

Unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m. Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the Parks & Recreation Director.

FISCAL IMPACT: N/A BUDGETED FUNDS: NO 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: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

4223
Approve and authorize the Mayor to sign Ordinance No. ~~4123~~ to amend unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 10:00 p.m.

ATTACHMENTS:

1. Ordinance No. (redline)	2. Ordinance No. 4223 (clean)	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 21-23 REGARDING CLOSING TIME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 21, Article I, Sections 21-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 21-23 CLOSING TIME.

Unless otherwise provided and posted, all ~~City parks, City park facilities, and playground areas in the city and City cemeteries~~ shall be opened daily to the public during the hours of 6:00 a.m. to 11:00 p.m. ~~closed to the public at 10:00 p.m. daily.~~ Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the ~~city recreation department or permitted by the park superintendent~~ Parks & Recreation Director.

Unless otherwise provided and posted, all City Cemeteries shall be open every day of the year to the public during the hours of 8:00 a.m. to 10:00 p.m.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 4123

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 21-23 REGARDING CLOSING TIME AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 21, Article I, Sections 21-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 21-23 CLOSING TIME.

Unless otherwise provided and posted, all City parks, City park facilities, and playground areas shall be opened daily to the public during the hours of 6:00 a.m. to 11:00 p.m. Exceptions to such closing time may be granted to supervised or organized activities sponsored or permitted by the Parks & Recreation Director.

Unless otherwise provided and posted, all City Cemeteries shall be open every day of the year to the public during the hours of 8:00 a.m. to 10:00 p.m.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
9/1/2026

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: Budget Committee	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☒	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Administration's 2026-2027 Budget (Fiscal Year Ending September 30, 2027) Preliminary Draft for Ordinance First Reading.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$215.0 million in fiscal year 2026-27 This is an increase of \$17.9 million from the 2025-26 budgeted expenditures (due primarily to the increased capital expenditures on the waterpark). 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 will use its existing cash to fund new projects. The Waterpark will issue additional bonds to fund continued construction.

2026-2027 Budgeted Resources Available (Revenues and Cash Balances) of \$259,983,375 and Expenditures of \$215,042,517 leave a cash balance of \$44,940,858.

FISCAL IMPACT: \$215,042,517.15 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No	COUNTER-PARTY:	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

Second reading of Ordinance No. 4224 to adopt the 2026-2027 fiscal year budget and open for public hearing. Vote to be held at 9/15/2026 City Council Meeting.

ATTACHMENTS:

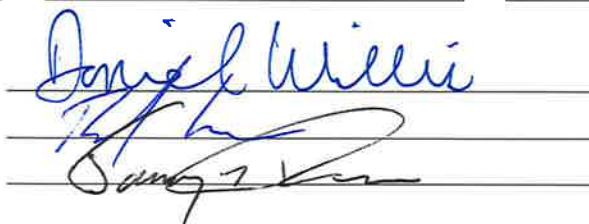
1. Ordinance 4224	2. Preliminary Bellevue FYE2027 State Budget Form	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**2026-2027
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

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

This budget is for the Period October 1, 2026 through September 30, 2027

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

The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:

33,054,733.09	Property Taxes for Non-Bond Purposes
7,366,543.16	Principal and Interest on Bonds
40,421,276.25	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2026
(As of the Beginning of the Budget Year)

Principal	124,120,000.00
Interest	47,168,006.33
Total Bonded Indebtedness	171,288,006.33

6,761,847,447.00 **Total Certified Valuation (All Counties)**
(Certification of Valuation(s) from County Assessor MUST be attached)

County Clerk's Use ONLY

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2025 through June 30, 2026?

☒ YES ☐ NO

If YES, Please submit Interlocal Agreement Report by September 30th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2025 through June 30, 2026?

☐ YES ☒ NO

If YES, Please submit Trade Name Report by September 30th.

APA Contact Information

Auditor of Public Accounts
PO Box 98917
Lincoln, NE 68509

Telephone: (402) 471-2111 FAX: (402) 471-3301

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2026

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2024 - 2025 (Column 1)	Actual/Estimated 2025 - 2026 (Column 2)	Adopted Budget 2026 - 2027 (Column 3)
1	Net Cash Balance	35,186,356.53	52,163,344.15	51,390,858.43
2	Investments			
3	County Treasurer's Balance	451,815.13	510,438.04	550,000.00
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)			-
5	Subtotal of Beginning Balances (Lines 1 thru 4)	35,638,171.66	52,673,782.19	51,940,858.43
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	36,493,960.81	39,026,845.59	40,017,063.89
7	Federal Receipts	376,119.80	620,707.09	111,136.00
8	State Receipts: Motor Vehicle Pro-Rate	63,290.24	103,002.53	128,500.00
9		-	-	-
10	State Receipts: Highway Allocation and Incentives	7,821,998.86	9,529,283.33	7,799,092.00
11	State Receipts: Motor Vehicle Fee	523,786.65	491,876.06	506,600.00
12	State Receipts: State Aid	-	-	
13	State Receipts: Municipal Equalization Aid	1,821,783.35	1,945,666.33	1,451,645.80
14	State Receipts: Other	17,198.26	8,041.19	15,782.00
15	State Receipts: Property Tax Credit	-	-	
16	Local Receipts: Nameplate Capacity Tax	-	-	-
17	Local Receipts: Motor Vehicle Tax	1,594,025.83	2,520,205.93	3,203,200.00
18	Local Receipts: Local Option Sales Tax	18,875,609.67	20,132,317.98	21,459,400.00
19	Local Receipts: In Lieu of Tax	931,879.40	722,387.47	500,000.00
20	Local Receipts: Other	76,214,704.29	111,822,428.39	131,643,097.46
21	Transfers In of Surplus Fees	-	-	-
22	Transfers In Other Than Surplus Fees	1,207,000.00	1,207,000.00	1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			-
24	Total Resources Available (Lines 5 thru 23)	181,579,528.82	240,803,544.08	259,983,375.58
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	128,905,746.63	188,862,685.65	215,042,517.15
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	52,673,782.19	51,940,858.43	44,940,858.43
27	Cash Reserve Percentage			39%
PROPERTY TAX RECAP		Tax from Line 6		40,017,063.89
		County Treasurer Commission - 1% of Total Taxes Collected		404,212.36
		Total Property Tax Requirement		40,421,276.25

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes		
The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.		
Property Tax Request by Fund:	Expected Levy **	Property Tax Request
General Fund	0.488842	\$ 33,054,733.09
Bond Fund	0.108943	\$ 7,366,543.16
_____ Fund	0.000000	
_____ Fund	0.000000	
_____ Fund	0.000000	
Total Tax Request	0.597785	\$ 40,421,276.25 *
* This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.		
** County must independently verify levy calculations before County Board approves final levies pursuant to Neb. Rev. Stat. §77-1601. Calculations shown here are intended to assist only - it is not to be used for official levy setting purposes.		
Levy Formula: Property Tax Request / Taxable Valuation * 100 (levies are expressed per \$100 of taxable valuation)		
Cash Reserve Funds		
Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.		
Special Reserve Fund Name	Amount	
Total Special Reserve Funds	\$	-
Total Cash Reserve	\$	44,940,858.43
Remaining Cash Reserve	\$	44,940,858.43
Remaining Cash Reserve %		39%

Documentation of Transfers of Surplus Fees:	
(Only complete if Transfers of Surplus Fees Were Budgeted)	
Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.	
Transfer From: _____	Transfer To: _____
Amount: _____	
Reason: _____	
Transfer From: _____	Transfer To: _____
Amount: _____	
Reason: _____	
Transfer From: _____	Transfer To: _____
Amount: _____	
Reason: _____	

City of Bellevue in Sarpy County

Line No.	2026-2027 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	18,226,158.30	10,850,000.00	167,104.00	9,702,846.29	-	160,000.00	39,106,108.59
3	Public Safety - Police	24,826,378.37	2,102,941.00	423,847.00	-	-	-	27,353,166.37
3a	Public Safety - Fire	17,055,361.73	-	1,044,584.00	-	-	-	18,099,945.73
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	6,992,039.07	28,919,000.00	1,905,000.00	1,306,151.00	-	-	39,122,190.07
6	Public Works - Other	5,747,142.59	11,154,000.00	119,700.00	-	-	-	17,020,842.59
7	Public Health and Social Services	1,368,499.09	-	-	-	-	-	1,368,499.09
8	Culture and Recreation	8,364,356.71	36,220,000.00	427,300.00	5,423,100.00	-	755,000.00	51,189,756.71
9	Community Development	601,339.00	-	-	-	-	-	601,339.00
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,972,700.00	-	-	-	-	12,000.00	4,984,700.00
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	10,289,621.50	5,320,000.00	-	306,347.50	-	280,000.00	16,195,969.00
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds (Page 6)							
22	Total Disbursements & Transfers (Lns 2 thru	98,443,596.36	94,565,941.00	4,087,535.00	16,738,444.79	-	1,207,000.00	215,042,517.15

(A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) Transfers should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2025-2026 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	12,301,280.77	2,016,329.04	60,000.00	10,620,335.18	-	160,000.00	25,157,944.99
3	Public Safety - Police	24,320,989.56	563,108.20	464,639.45	-	-	-	25,348,737.21
3a	Public Safety - Fire	15,789,815.16	691,161.74	1,765,293.94	-	-	-	18,246,270.84
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	6,280,018.10	21,000,965.82	1,467,668.50	1,088,870.61	-	-	29,837,523.03
6	Public Works - Other	5,007,924.89	15,348,622.32	298,000.00	-	-	-	20,654,547.21
7	Public Health and Social Services	1,254,342.60	-	1,511.79	1,236.25	-	-	1,257,090.64
8	Culture and Recreation	5,505,048.98	33,044,754.54	54,612.60	1,630,915.98	-	755,000.00	40,990,332.10
9	Community Development	665,967.24	-	-	-	-	-	665,967.24
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,854,464.43	-	-	-	-	12,000.00	4,866,464.43
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	10,120,477.73	11,133,463.15	-	303,867.08	-	280,000.00	21,837,807.96
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							
22	Total Disbursements & Transfers (Ln 2 thru 21)	86,100,329.46	83,798,404.81	4,111,726.28	13,645,225.10	-	1,207,000.00	188,862,685.65

(A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) Transfers should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2024-2025 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	14,131,458.95	607,186.08	52,484.98	11,654,730.39	-	160,000.00	26,605,860.40
3	Public Safety - Police	22,222,638.73	-	818,540.62	-	-	-	23,041,179.35
3a	Public Safety - Fire	15,300,291.68	353,281.60	436,789.00	-	-	-	16,090,362.28
4	Public Safety - Other	-	-	-	-	-	-	-
5	Public Works - Streets	9,127,656.78	2,356,305.52	1,770,128.56	1,056,401.49	-	-	14,310,492.35
6	Public Works - Other	(9,349.37)	7,131,327.04	113,230.49	-	-	-	7,235,208.16
7	Public Health and Social Services	1,162,843.54	-	113,949.00	1,212.01	-	-	1,278,004.55
8	Culture and Recreation	4,543,809.21	16,197,291.75	106,031.96	1,654,335.65	-	755,000.00	23,456,468.57
9	Community Development	647,699.04	4,332.25	-	-	-	-	652,031.29
10	Miscellaneous	-	-	-	-	-	-	-
11	Business-Type Activities:							
12	Airport	-	-	-	-	-	-	-
13	Nursing Home	-	-	-	-	-	-	-
14	Hospital	-	-	-	-	-	-	-
15	Electric Utility	-	-	-	-	-	-	-
16	Solid Waste	4,796,300.25	-	-	-	-	12,000.00	4,808,300.25
17	Transportation	-	-	-	-	-	-	-
18	Wastewater	9,173,710.91	1,666,743.52	-	307,385.00	-	280,000.00	11,427,839.43
19	Water	-	-	-	-	-	-	-
20	Other	-	-	-	-	-	-	-
21	Proprietary Function Funds							-
22	Total Disbursements & Transfers (Ln 2 thru 21)	81,097,059.72	28,316,467.76	3,411,154.61	14,874,064.54	-	1,207,000.00	128,905,746.63

(A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) Other should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) Transfers should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

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

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

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

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

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

City of Bellevue
2026-2027 PROPERTY TAX REQUEST AUTHORITY COMPUTATION FORM

Calculation of Preliminary Property Tax Request Authority

2025-2026 Total Property Tax Request (from prior year budget - Cover Page submitted to the State Auditor)	(1) \$ 39,456,562.89
Less: Prior Year Exceptions Utilized	
Approved Bonds (prior year line 16)	(2) -
Emergency Response (prior year line 17)	(3) -
Public Safety Services (prior year line 18)	(4) 600,000.00
County Attorneys (prior year line 19)	(5) -
County Public Defenders (prior year line 20)	(6) -
Response to Public Safety Threat (prior year line 21)	(7) -
Public Safety Interlocal Agreements (prior year line 22)	(8) -
Voter Approved Increase (prior year line 23)	(9) -
	(10) -
TOTAL Prior Year Exceptions Utilized (total line 2 thru 10)	(11) 600,000.00
Preliminary Property Tax Request Authority (line 1 - line 11)	(12) 38,856,562.89

Allowed Increases to Preliminary Property Tax Request Authority

2025 Property Taxes Levied (per Taxes Levied Reports from Department of Revenue) <i>See instructions below for where to find this amount</i>	(13) 39,458,438.17
Growth Percentage per County Assessor	
36,231,319.00 / 6,488,288,999.00 = 0.56%	
2026 Growth Value 2025 Total Valuation	(14a) 221,021.55
(Line 14 equals Line 13 minus line 2 & 3, multiplied by line 14a)	Increase due to Growth (14)
Inflation Percentage	5.28%
(Line 15 equals Line 13 minus line 2 & 3, multiplied by line 15a)	(15a) 2,075,513.85
	Increase due to Inflation (15)

Allowable Exceptions Utilized (6 13-3404)

2026-2027 Property Taxes Budgeted For:	
Approved Bonds (Cannot exceed property tax request for principal & interest on bonds on cover page (page 1))	(16) -
Response to a declared emergency in the prior year & certified to the Auditor (Must agree to total on Schedule 2)	(17) -
Public Safety Services, as defined in §13-320 (Must agree to total on Schedule 3)	(18) -
County Attorneys	(19) -
County Public Defenders	(20) -
Support of service relating to an imminent & significant threat to public safety that was not previously provided by the political subdivision & is the subject of an agreement or modification of an existing agreement executed after 8/21/2024	(21) -
Support of an interlocal agreement relating to public safety	(22) -
Voter approved increase pursuant to § 13-3405 (MUST attach sample ballot language and certified election results)	(23) -
Prior Year's Unused Property Tax Request Authority used this year (Cannot exceed amount on Supporting Schedule 1, line 1)	(24) -
Total Exceptions Utilized (Total lines 16 thru 24)	(25) -
2026-2027 Total Property Tax Request Authority (Total lines 12, 14, 15, 25)	(26) 41,153,098.29
2026-2027 ACTUAL Property Tax Request (from Cover Page - Page 1)	(27) 40,421,276.25
Unused Property Tax Request Authority Created for Future Years (To Schedule 1, line 3) (Line 26 - Line 27, MUST be greater than or equal to \$0.00)	(28) 731,822.04

City of Bellevue
2026-2027 PROPERTY TAX REQUEST AUTHORITY SUPPORTING SCHEDULES

Schedule 1 - Calculation of Unused Property Tax Request Authority Carryforward

Line	
Accumulated Unused Restricted Funds Authority from prior years (from prior year Schedule 1, line 4)	(1) \$ 2,314,156.77
Less: Amount used this year (from Computation Form, line 24) (cannot exceed line 1)	(2) -
Add: Unused Authority created this year (from Computation Form, line 28)	(3) 731,822.04
Total Unused Property Tax Request Authority subject to carryover limit (cannot be less than zero)	(4) 3,045,978.81
Calculation of carryover limit:	
2025-2026 Total Property Tax Request Authority (from prior year computation form, line 26)	(5) 39,911,679.89
Calculated Carryover Maximum (5% of line 5)	(6) 1,995,583.99
Unused Property Tax Request Authority Available for Future Years (lesser of line 4 or line 6 - cannot be less than zero)	(7) 1,995,583.99

Schedule 2 - DECLARED EMERGENCY EXCEPTION CERTIFICATION

If using a declared emergency response exception on the Property Tax Request Authority Computation Form, line 17, the following must be completed. Additionally, supporting documentation for the emergency declaration must be attached to the budget submission if the emergency was declared by the principal executive of the local government.

Description of Emergency (Column A)	Date of Emergency Declaration (Column B)	Emergency Declared by Who? (Column C)	Amount Used as Exception (Column D)
			\$ -
			-
			-
			-
			-
			-
Total Emergency Response Exception (must agree to Computation Form, line 17)			-

Schedule 3 - DESCRIPTION OF PUBLIC SAFETY SERVICES EXCEPTION

If using a public safety services exception on the Property Tax Request Authority Computation Form, line 18, the following must be completed:

Description of Public Safety Services Exception (Column A)	Amount Used as Exception (Column B)
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Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		40,421,276.25
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,366,543.16	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		7,366,543.16
Tax Request Subject to Levy Limit	(8)		33,054,733.09
Valuation	(9)		6,761,847.447
Municipality Levy Subject to Levy Authority	(10)		0.488842
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.488842 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	4,322,655.55	0.050000
Total Municipality Levy Authority	(20)		0.500000 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

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

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

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

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

City of Bellevue in Sarpy County

2026-2027 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

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

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) 39,456,562.89
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

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

Real Growth Percentage Increase

36,231,319.00 / 6,468,288,999.00 = 0.56 % (3)
2026 Growth Value Prior Year Total Property
per Assessor Valuation per Assessor

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.56 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) 1,010,088.01

TOTAL PROPERTY TAX REQUEST (Line 1 + Line 5) (6) 40,466,650.90
(Without needing to attend Joint Public Hearing, or be included on postcard notification)

ACTUAL PROPERTY TAX REQUEST

2026-2027 ACTUAL Total Property Tax Request (7) 40,421,276.25
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

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

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

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 1 day of September 2026, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2024-2025 Actual Disbursements & Transfers	\$ 128,905,746.63
2025-2026 Actual/Estimated Disbursements & Transfers	\$ 188,862,685.65
2026-2027 Proposed Budget of Disbursements & Transfers	\$ 215,042,517.15
2026-2027 Necessary Cash Reserve	\$ 44,940,858.43
2026-2027 Total Resources Available	\$ 259,983,375.58
Total 2026-2027 Personal & Real Property Tax Requirement	\$ 40,421,276.25
Unused Budget Authority Created For Next Year	\$ 1,995,583.99

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 33,054,733.09
Personal and Real Property Tax Required for Bonds	\$ 7,366,543.16

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 1 day of September 2026, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2025	2026	Change
Operating Budget	197,094,581.00	215,042,517.15	9%
Property Tax Request	\$ 39,456,562.89	\$ 40,421,276.25	2%
Valuation	6,468,288,999	6,761,847,447	5%
Tax Rate	0.610000	0.597785	-2%
Tax Rate if Prior Tax Request was at Current Valuation	0.583517		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

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

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

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

1. The 2026-2027 property tax request be set at:

General Fund:	\$ 33,054,733.09
Bond Fund:	\$ 7,366,543.16
	<u>\$ 40,421,276.25</u>

2. The total assessed value of property differs from last year's total assessed value by 4.54 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.583517 per \$100 of assessed value.
4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.597785 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 9.11 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

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

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2026

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
City of Bellevue, Sarpy County IT	10/1/2025 - 09/30/2028	Interlocal cooperation agreement with Sarpy County for IT services.
City of Bellevue, Papio Missouri Natural Resource District	07/01/2024 - 06/30/2029	South Sarpy Watershed - Papio Missouri River Natural Resource District
City of Bellevue, Gretna, La Vista, Omaha, Ralston,	07/01/2024 - 06/30/2029	Papillion Creek Watershed Partnership for implementing common standards for development of cost sharing of the watershed of papillion creek.
City of Bellevue and Easter Sarpy Suburban Fire	07/05/2023 - 07/05/2025	To provide fire and rescue services
City of Bellevue and Papio Missouri NRD	TBD	An agreement for bank stabilization of Quail Creek and to provide rehabilitation to the stream
City of Bellevue, Sarpy County, Nebraska Humane	01/01/2024 - 12/31/2026	Animal control agreement with NHS
Omaha Public Power District	NA	Street lighting & Electricity
Douglas County	12/1/2024 - 11/30/2029	Forensic Services
Bellevue, Gretna, Papillion, LaVista, Springfield,	7/1/2021-06/30/2025	Geographic Information System (GIS)
Subtotal value of above interlocal agreements	\$ 4,322,655.55	
Subtotal from Page2	\$ -	
Total amount used for interlocal agreements on Page 10, Line (19)	\$ 4,322,655.55	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue

Sarpy County

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

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21	Highway 370 Maintenance Agreement
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWAA - Operation of Bellevue sewer services located within the Agency's jurisdiction

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

ORDINANCE NO. 4224

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; 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, 2026, through September 30, 2027. 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, 2026.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/18/2026</u>
<u>Second Reading:</u>	<u>09/01/2026</u>
<u>Budget Hearing:</u>	<u>09/01/2026</u>
<u>Joint Public Hearing:</u>	<u>N/A</u>
<u>Third Reading:</u>	<u>09/15/2026</u>

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

**12a1.
9/1/2026**

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: Budget Committee	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING	☐
RESOLUTION ☒	CURRENT BUSINESS ☐	OTHER	☐

SUBJECT:

Administration's 2026-2027 Budget (Fiscal Year Ending September 30, 2027) Preliminary Draft for Ordinance First Reading.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$215.0 million in fiscal year 2026-27 This is an increase of \$17.9 million from the 2025-26 budgeted expenditures (due primarily to the increased capital expenditures on the waterpark). 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 will use its existing cash to fund new projects. The Waterpark will issue additional bonds to fund continued construction.

2026-2027 Budgeted Resources Available (Revenues and Cash Balances) of \$259,983,375 and Expenditures of \$215,042,517 leave a cash balance of \$44,940,858.

FISCAL IMPACT?: **\$215,042,517.15** BUDGETED FUNDS?: **Yes** GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME:		INSURANCE REQUIRED:
CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Second reading of Ordinance No. 4224 to adopt the 2026-2027 fiscal year budget and open for public hearing. Vote to be held at 9/15/2026 City Council Meeting.

ATTACHMENTS:

1.	2.	3. RESOLUTION No. 2026-17
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

RESOLUTION NO. 2026-17

WHEREAS, Nebraska Revised Statutes Section 77-1632 and 77-1633 provide that the Governing Body of the City of Bellevue pass, by a majority vote, a resolution or ordinance setting the tax request; and

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

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2026-2027 property tax request be set at:

General Fund	\$33,054,733.09
Bond Fund	<u>\$ 7,366,543.16</u>
Total Property Tax Request	\$40,421,276.25
2. The total assessed value of property differs from last year's total assessed value by 4.54 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.583517 per \$100 of assessed value.
4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.597785 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase from last year's budget by 9.11 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by _____, seconded by _____ to adopt Resolution #2026-17.

Voting yes were:

Voting no were:

PASSED AND APPROVED this ____ day of September, 2026.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2026	SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Compensation Ordinance Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is being updated to update the wages of the unclassified employees. This change is due to the recently approved collective bargaining unit agreements and maintaining parity between the positions, the percentage increase matches the increase of the respective bargaining units.

FISCAL IMPACT: 40% 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 4225

ATTACHMENTS:

1. Ordinance No. 4225 (redlined)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. ~~42214220~~ 42214225

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. ~~42214200~~; 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

<u>Section 2. Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Attorney	\$ 355 — 440 370 - 458
City Clerk	\$ 6,743 — 9,717 7,012 - 10,106
Treasurer	\$ 355 — 440 370 - 458

<u>Section 2a. Unclassified Employees</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,670 — 7,660 5,897 — 7,966
Assistant City Attorney	\$ 8,693 — 11,638 9,040 — 12,103
Assistant Finance Director	\$ 7,750 — 11,282 8,060 — 11,734
Legal Services Director	\$ 10,351 — 14,709 10,766 — 15,297
Dir of Community & Ec. Development	\$ 9,767 — 13,894 10,158 — 14,450
Communications Director	\$ 6,897 — 9,634 7,173 — 10,019
Acctg, Reporting & Compliance Manager	\$ 7,200 — 10,071 7,488 — 10,473
Deputy Director Parks & Rec	\$ 6,727 — 9,636 6,996 — 10,021
Finance Director	\$ 9,599 — 13,530 9,983 — 14,072
Fire Chief	\$ 10,227 — 14,217 10,636 — 14,786
Human Resources Generalist	\$ 4,727 — 7,233 4,916 — 7,523
Human Resources Director	\$ 8,462 — 12,641 8,801 — 13,147
Manager of Engineering Services	\$ 8,629 — 11,712 8,974 — 12,181
Legal Affairs & Special Projects Mgr.	\$ 6,545 — 9,013 6,807 — 9,374

Library Director	\$ 8,559 11,768 <u>8,902</u> – <u>12,238</u>
Planning Director	\$ 8,642 12,579 <u>8,988</u> – <u>13,082</u>
Police Chief	\$ 10,790 14,884 <u>11,222</u> – <u>15,480</u>
Public Works Director	\$ 9,961 13,948 <u>10,360</u> – <u>14,506</u>
Public Works Engineer II	\$ 6,956 9,802 <u>7,234</u> – <u>10,194</u>
Risk Manager	\$ 7,549 10,176 <u>7,851</u> – <u>10,584</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 26.29 36.17 <u>27.34</u> – <u>37.62</u>
	Executive Secretary	\$ 30.53 43.91 <u>31.75</u> – <u>45.67</u>
	Emergency Medical Services Supervisor	\$ 49.48 65.11 <u>51.46</u> – <u>67.71</u>
	Human Resources Assistant	\$ 25.19 34.13 <u>26.20</u> – <u>35.50</u>
	Paralegal	\$ 28.67 39.03 <u>29.82</u> – <u>40.59</u>
	Payroll Specialist	\$ 26.64 36.76 <u>27.71</u> – <u>38.23</u>
	Office of Professional Standards Coord.	\$ 29.78 38.00 <u>30.97</u> – <u>39.52</u>

Section 2c. Beginning October 1, 2026, and each October 1 thereafter in order to maintain competitive market pay, the wage ranges listed for Section 2, Section 2a, Section 2b, Section 5 and Section 7 will receive a Cost-of-Living Adjustment (COLA) to their base wage rates based on the 12-month percentage change in the non-seasonally adjusted CPI-U for the Midwest Region ending April 30 of that year, as published by the U.S. Bureau of Labor Statistics. The annual COLA will be no less than 1% and no more than 4% and will be applied to the then-current base wage rate for every step and classification, in addition to any step increases, classification changes, or other wage adjustments provided under the Agreement.

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 <u>10,169</u> – <u>13,253</u>

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
Firefighters

By Contract
By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$ 15.00-\$19.25
Youth Baseball Supervisor	\$ 15.00-\$19.25
Recreation Activities Supervisor	\$ 15.00-\$19.25
Track Supervisor	\$ 15.00-\$19.25
Tennis Supervisor	\$ 15.00-\$19.25
Swimming Pool Managers	\$ 17.62-\$22.18
Head Lifeguards	\$ 15.53-\$19.80
Lifeguards	\$ 15.00- \$18.40
Concession Workers	\$ 15.00- \$15.50
Youth Baseball/Softball Umpires	\$ 15.00- \$16.50
Track Club Coaches	\$ 15.00- \$16.50
Parks Workers	\$ 15.00- \$19.75

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
18.76	19.42	20.09	20.80	21.53	22.28

Unclassified Part-Time Positions

Range (hourly)

Part-Time Administrative Intern Position:	\$15.00 to \$16.50 15.60 – 17.16
Ambulance Billing Clerk	\$22.02 to 30.21 22.90 – 31.42
Library Shelver	\$15.00 to 19.00 15.60 – 19.76
Library Clerk	\$15.00 to 19.00- 15.60 – 19.76
Tour Guide	\$15.00 to 17.00 15.60 – 17.68

Section 8. That Ordinance ~~4200~~4221 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 _____, 2026.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
9/1/2026

COUNCIL MEETING DATE:		SUBMITTED BY: Rich Casey	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Ordinance amending Bellevue Municipal Code Section 12-60(B) pertaining to the allowable hours that fireworks may be sold within the city of Bellevue.

SYNOPSIS/BACKGROUND:

The proposed amendment changes the hours during which fireworks may be sold within the city limits from June 25 through July 4. Currently, fireworks sales hours correspond with the hours during which fireworks may legally be discharged. Allowing fireworks to be sold up to the same time that discharge is permitted can contribute to fireworks being discharged beyond the allowable hours. The amendment would establish the following closing times for fireworks sales:

- June 25 through July 3: Sales would end at 9:00 p.m., rather than 10:00 p.m.
- July 4: Sales would end at 11:00 p.m., rather than midnight.

The intent is to provide a one-hour period between the end of fireworks sales and the end of the permitted discharge period, helping encourage compliance with the city's fireworks ordinance and reducing illegal fireworks activity.

FISCAL IMPACT?: None Not Known BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>No.</u>	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME:		INSURANCE REQUIRED:
CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Recommend approval of Ordinance No. ~~xxxx~~ 4226 amending section 12-60(B) of the Bellevue Municipal Code.

ATTACHMENTS:

- | | | |
|------------------------------------|-------------------------------|-------------------------|
| 1. <u>Ord. No 4226 - Rec-lined</u> | 2. <u>Ord. No. 4226- Cuan</u> | 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:

Daniel Willis
[Signature]
[Signature]

ORDINANCE NO. 4226

AN ORDINANCE TO AMEND CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE IV, SECTIONS 12-60; REGARDING FIREWORKS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 12, Article IV, Sections 12-60 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the state, as amended from time to time) unless licensed by the city for such purposes; provided that such licensee shall at all times comply with §§ 12-60 through 12-100 and with any applicable laws, regulations and rules of the state, as amended from time to time.

(B) (1) No fireworks may be sold at retail in this city except, daily, from 8:00 a.m. until ~~10:00~~ 9:00 p.m., June 25 through July 3, and from 8:00 a.m. until ~~12:00 midnight~~ 11:00 p.m. on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

- (a) 8:00 a.m. to 10:00 on any day from June 25 through July 3;
- (b) 8:00 a.m. to 12:00 midnight on July 4; and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge of fireworks in the city must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this city or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the city shall store fireworks for retail sale, distribution or delivery in this city. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of § 12-77 in facilities complying with all applicable provisions of law.

(D) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 4226

AN ORDINANCE TO AMEND CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE IV, SECTIONS 12-60; REGARDING FIREWORKS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 12, Article IV, Sections 12-60 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the state, as amended from time to time) unless licensed by the city for such purposes; provided that such licensee shall at all times comply with §§ 12-60 through 12-100 and with any applicable laws, regulations and rules of the state, as amended from time to time.

(B) (1) No fireworks may be sold at retail in this city except, daily, from 8:00 a.m. until 9:00 p.m., June 25 through July 3, and from 8:00 a.m. until 11:00 p.m. on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3;
- (b) 8:00 a.m. to 12:00 midnight on July 4; and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge of fireworks in the city must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this city or the State of Nebraska.

(C) No person other than distributors or jobbers or retailers licensed by the city shall store fireworks for retail sale, distribution or delivery in this city. No such storage shall be permitted except between the hours of 8:00 a.m. on June 23 through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of § 12-77 in facilities complying with all applicable provisions of law.

(D) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns in this city is prohibited.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
9/1/2026

COUNCIL MEETING DATE: 9/1/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Amend Chapter 13 regarding garbage and refuse.

SYNOPSIS/BACKGROUND:

Updating City Code by amending Chapter 13, Article I, Sections 13-1, 13-4, and 13-5; Article II, Sections 13-21, 13-47, and 13-48; Article III, Sections 13-61 through 13-69 regarding garbage and refuse. After reviewing code, it was determined there needed to be some clarification on definitions, cleanup on the language of the duty of owners/occupants and other various sections, and the addition of revoking of permits to be revoked by the Board of Health,

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: N/A		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: N/A
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve Ordinance No. 4227 and authorize the Mayor to sign. Request to waive the three readings, hold a public hearing, and vote at tonight's meeting.

ATTACHMENTS:

1. Ordinance No. 4227- Red-lined Copy	2. Ordinance No. 4227 -Clean Copy	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 13, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 13-1, 13-4 AND 13-5; ARTICLE II SECTIONS 13-21, 13-47 AND 13-48; ARTICLE III SECTIONS 13-61 THROUGH 13-69 REGARDING GARBAGE & REFUSE AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 13, Article I, Sections 13-1, 13-4 and 13-5 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-1 DEFINITIONS.

For the purposes of this chapter, unless otherwise specified, the following words and phrases shall have the meanings respectively ascribed to them by this section:

BUILDING RUBBISH. Rubbish from construction, remodeling and repair operations on houses, commercial buildings and other structures, including but not limited to excavated earth, stones, brick, plaster, lumber, concrete and waste parts occasioned by installations and repairs.

COMMERCIAL REFUSE. Refuse produced by retail, wholesale, service and entertainment establishments and by hotels and restaurants.

GARBAGE. The organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparation of meats, fish, fowl, fruits and vegetables, including the organic waste of animal, fruit or vegetable matter attending the preparation of food from any home, hotel, hospital, church, restaurant and commercial establishment **or which may become offensive or injurious to the public health.**

REFUSE. Garbage and rubbish except sewage, dirt and manure, from all public and private establishments and residences.

REFUSE COLLECTOR: The City of Bellevue and any person, persons, firm, corporation or company granted a license by the City of Bellevue to collect, haul or dispose of refuse.

RUBBISH. All nonputrescible wastes such as paper, tin cans, bottles, glass containers, rags, paper sacks, boxes, packing materials and all refuse from dwellings and all business, commercial and industrial establishments, except sewage, dirt, manure, wastepaper and other salvage materials which might affect the public health and safety, but which actually have a value to the owner or producer thereof and which will not affect the public health and safety when handled and transported over the streets or alleys of the city in accordance with regulations contained in this chapter.

§ 13-4 DEPOSIT OF WASTE, ETC.—PROHIBITED.

It shall be unlawful for any ~~No~~ person to ~~shall~~ throw, drop or deposit, or cause to be thrown, dropped or deposited, on any premises or vacant property in the city any waste, including but not limited to garbage, ashes, rubbish, building rubbish, dead animals, putrescible matter, the spillage of excavated dirt, tree limbs, leaves and grass clippings and anything injurious to health; provided, that the prohibition contained in this section shall not apply to the deposit of wastes not injurious to health on a public site where permission to make such deposit is granted by the board of health of the city nor to the filling in or grading of property with earth, mud, ashes and similar materials.

It shall be unlawful for any ~~No~~ person to ~~shall~~ throw, drop or deposit, or cause to be thrown, dropped or deposited, on any street, avenue, alley, highway, footway, sidewalk, park or other public place or space in the city any waste, including but not limited to garbage, rubbish, ashes, building rubbish, dead animals, putrescible matter and anything injurious to health; provided, that building rubbish and material used for building, construction, repair, remodeling and excavating operations may be deposited in the places set out in this section in accordance with this Code or other applicable ordinances.

§ 13-5 SAME—DUTY OF OWNERS, OCCUPANTS.

(A) **Generally.** ~~The owner or occupant of any store or other place of business situated within the city shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on said premises by its customers, and to take reasonable measures to prevent same drifting or blowing to adjoining premises.~~

It shall be the duty of every owner, and person in possession, charge, or in control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boarding house, or eating place, or in possession, in charge, or in control of any shop, place of business, or manufacturing establishment, where garbage, litter, refuse, yard waste, or other waste material is created, or accumulated, to remove or cause to be removed from the premises where accumulated such garbage, litter, refuse, yard waste or waste material.

Every owner shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on said premises by its customers, and to take reasonable measures to prevent same drifting or blowing to adjoining premises.

(B) **Receptacles.** ~~Receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the above referred to articles of waste may be disposed of.~~

It shall be the duty of every person in possession, charge or in control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse or eating place or in possession, charge or control of any shop, place of business or manufacturing establishment where refuse is created or accumulated, at all times to keep or cause to be kept containers of the type specified in Article II herein, for the deposit therein of refuse and to deposit or cause to be deposited the same therein. It shall be the duty of the owner or tenant of any dwelling, flat, apartment house or trailer camp to furnish such containers.

(C) **Signs.** Each and every business establishment shall place upon its premises in a conspicuous place or places in close proximity to the receptacle or receptacles above referred to, a sign or signs which shall, in essence, convey to its customers a request that they use such receptacles for the disposal of waste material.

Section 2. That Chapter 13 Article II, Sections 13-21, 13-47 and 13-48 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-21 DEFINITIONS.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

GARBAGE. The organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparation of meats, fish, fowl, fruits and vegetables, ~~including the organic waste of animal, fruit or vegetable matter attending the preparation of food from any home, hotel, hospital, church, restaurant and commercial establishment or which may become offensive or injurious to the public health.~~

RUBBISH. All nonputrescible wastes such as paper, tin cans, bottles, glass containers, rags, paper sacks, boxes, packing materials and all refuse from dwellings ~~and all business, commercial and industrial establishments, except sewage, dirt, manure, wastepaper and other salvage materials which might affect the public health and safety, but which actually have a value to the owner or producer thereof and which will not affect the public health and safety when handled and transported over the streets or alleys of the city in accordance with regulations contained in this chapter.~~

§ 13-47 ESTABLISHED.

The rates for garbage or rubbish collection in the City shall be as determined by the City Council.

§ 13-48 BILLING AND PAYMENT; DELINQUENT BILLS.

All fees, rates and charges as provided in this division shall be payable to the City of Bellevue and shall be added to the monthly bill for water usage and collected in conjunction with the water bill as provided by Metropolitan Utilities District (MUD). In those garbage collection districts where

MUD does not provide water usage, the billing shall also be done monthly by the City of Bellevue. When not paid, all fees shall become delinquent fifteen days after the billing date, at which time and in which event the city may sue in the civil courts for the collection of such fee.

Section 3. That Chapter 13 Article III, Sections 13-61 through 13-69 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-61 REQUIRED.

No person shall engage in the business of collecting, hauling, or transporting refuse, garbage, trash or rubbish in the City, without first obtaining a permit from the ~~City Council~~ City Clerk, to engage in such business.

§ 13-62 ~~APPLICATION; NOTICE TO ADMINISTRATOR.~~

Application for permits to engage in the business of collecting, hauling and transporting garbage, refuse, rubbish and trash shall be filed with the City Clerk, together with the necessary requirements as provided in this article. ~~The city clerk shall immediately notify the city administrator for the purpose of inspection of the applicant's equipment.~~

§ 13-63 SCHEDULE OF RATES TO BE FILED.

All applicants for permits to be issued under this article shall file with the City Clerk a schedule of rates proposed to be charged for such service.

§ 13-64 FEE.

There is hereby levied a license fee for refuse hauling vehicles as described in the Master Fee Schedule for each refuse hauling vehicle for which a permit is issued pursuant to this article. A State of Nebraska Department of Transportation certificate is required with the City of Bellevue application. Such license shall be paid at the time of filing the application with the City Clerk. ~~after the hauling vehicle passes a truck inspection and filing the application with the city clerk.~~ To secure the full and faithful performance of each and every term and condition of refuse collection, a performance bond in the of \$25,000 shall be furnished to the City of Bellevue prior to issuance of any permit. Should no permit be issued on such application, the license fee shall be refunded to the applicant.

§ 13-65 PREREQUISITES TO ISSUANCE.

(A) Compliance with chapter. All provisions and regulations of this chapter shall be complied with before a permit to engage in the business of collecting, hauling or transporting refuse, garbage, trash or rubbish shall be issued.

(B) Dump site. All persons applying for permits to engage in the business of collecting, hauling and transporting refuse, garbage, trash and rubbish shall agree to dispose of such refuse in a sanitary landfill dump site to be designated by the city.

~~(C) Inspection. Before any person shall engage in the business of collecting, hauling or transporting refuse, garbage, trash or rubbish, he shall submit the equipment proposed to be used to inspection by the city administrator.~~

§ 13-66 ISSUANCE.

~~Upon approval by the city administrator of the applicant's equipment, and no permit shall be issued without such approval,~~ The ~~city council~~ City Clerk shall examine the application submitted pursuant to this article, and if all the requirements provided by this article are satisfactory, shall issue such permit.

§ 13-67 TERM.

Any permit issued pursuant to this article shall be in force from the date of issuance until the following December 31. ~~Permits issued are not assignable or transferable in any manner.~~

§ 13-68 ~~RESERVED.~~ HOURS OF COLLECTION.

~~No refuse collector granted a permit pursuant to this article of the Code of the City of Bellevue shall engage in refuse collection activities between the hours of 10:00 p.m. and 6:00 a.m.~~

§ 13-69 REVOCATION.

~~If at any time after the issuance of a permit pursuant to this article, the city administrator shall it is determined that the permittee can no longer fulfill the requirements of this article or is violating the same or is hauling garbage, trash, refuse or rubbish in such a manner as to constitute a menace to health, such permit shall be revoked.~~

Any permit so issued shall be subject to revocation after proper notice and a hearing, if requested by the licensee, by the Bellevue Board of Health if at anytime after the issuance of a permit, it is determined that the permittee can no longer fulfill the requirements of this article or is violating the same or is hauling garbage, trash, refuse or rubbish in such a manner as to constitute a menace to health.

The Bellevue Board of Health shall provide proper notice in such a manner and in accordance with such procedures as the Bellevue Board of Health previously established by rule or regulations.

Section 4. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4227

AN ORDINANCE TO AMEND CHAPTER 13, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 13-1, 13-4 AND 13-5; ARTICLE II SECTIONS 13-21, 13-47 AND 13-48; ARTICLE III SECTIONS 13-61 THROUGH 13-69 REGARDING GARBAGE & REFUSE AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 13, Article I, Sections 13-1, 13-4 and 13-5 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-1 DEFINITIONS.

For the purposes of this chapter, unless otherwise specified, the following words and phrases shall have the meanings respectively ascribed to them by this section:

BUILDING RUBBISH. Rubbish from construction, remodeling and repair operations on houses, commercial buildings and other structures, including but not limited to excavated earth, stones, brick, plaster, lumber, concrete and waste parts occasioned by installations and repairs.

COMMERCIAL REFUSE. Refuse produced by retail, wholesale, service and entertainment establishments and by hotels and restaurants.

GARBAGE. The organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparation of meats, fish, fowl, fruits and vegetables, including the organic waste of animal, fruit or vegetable matter attending the preparation of food from any home, hotel, hospital, church, restaurant and commercial establishment or which may become offensive or injurious to the public health.

REFUSE. Garbage and rubbish except sewage, dirt and manure, from all public and private establishments and residences.

REFUSE COLLECTOR: The City of Bellevue and any person, persons, firm, corporation or company granted a license by the City of Bellevue to collect, haul or dispose of refuse.

RUBBISH. All nonputrescible wastes such as paper, tin cans, bottles, glass containers, rags, paper sacks, boxes, packing materials and all refuse from dwellings and all business, commercial and industrial establishments, except sewage, dirt, manure, wastepaper and other salvage materials which might affect the public health and safety, but which actually have a value to the owner or producer thereof and which will not affect the public health and safety when handled and transported over the streets or alleys of the city in accordance with regulations contained in this chapter.

§ 13-4 DEPOSIT OF WASTE, ETC.—PROHIBITED.

It shall be unlawful for any person to throw, drop or deposit, or cause to be thrown, dropped or deposited, on any premises or vacant property in the city any waste, including but not limited to garbage, ashes, rubbish, building rubbish, dead animals, putrescible matter, the spillage of excavated dirt, tree limbs, leaves and grass clippings and anything injurious to health; provided, that the prohibition contained in this section shall not apply to the deposit of wastes not injurious to health on a public site where permission to make such deposit is granted by the board of health of the city nor to the filling in or grading of property with earth, mud, ashes and similar materials.

It shall be unlawful for any person to throw, drop or deposit, or cause to be thrown, dropped or deposited, on any street, avenue, alley, highway, footway, sidewalk, park or other public place or space in the city any waste, including but not limited to garbage, rubbish, ashes, building rubbish, dead animals, putrescible matter and anything injurious to health; provided, that building rubbish and material used for building, construction, repair, remodeling and excavating operations may be deposited in the places set out in this section in accordance with this Code or other applicable ordinances.

§ 13-5 SAME—DUTY OF OWNERS, OCCUPANTS.

(A) Generally. It shall be the duty of every owner, and person in possession, charge, or in control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boarding house, or eating place, or in possession, in charge, or in control of any shop, place of business, or manufacturing establishment, where garbage, litter, refuse, yard waste, or other waste material is created, or accumulated, to remove or cause to be removed from the premises where accumulated such garbage, litter, refuse, yard waste or waste material.

Every owner shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on said premises by its customers, and to take reasonable measures to prevent same drifting or blowing to adjoining premises.

(B) Receptacles. It shall be the duty of every person in possession, charge or in control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse or eating place or in possession, charge or control of any shop, place of business or manufacturing establishment where refuse is created or accumulated, at all times to keep or cause to be kept containers of the type specified in Article II herein, for the deposit therein of refuse and to deposit or cause to be deposited the same therein. It shall be the duty of the owner or tenant of any dwelling, flat, apartment house or trailer camp to furnish such containers.

(C) Signs. Each and every business establishment shall place upon its premises in a conspicuous place or places in close proximity to the receptacle or receptacles above referred to, a sign or signs which shall, in essence, convey to its customers a request that they use such receptacles for the disposal of waste material.

Section 2. That Chapter 13 Article II, Sections 13-21, 13-47 and 13-48 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-21 DEFINITIONS.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

GARBAGE. The organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparation of meats, fish, fowl, fruits and vegetables, including the organic waste of animal, fruit or vegetable matter attending the preparation of food from any home, hotel, hospital, church, restaurant and commercial establishment or which may become offensive or injurious to the public health.

RUBBISH. All nonputrescible wastes such as paper, tin cans, bottles, glass containers, rags, paper sacks, boxes, packing materials and all refuse from dwellings and all business, commercial and industrial establishments, except sewage, dirt, manure, wastepaper and other salvage materials which might affect the public health and safety, but which actually have a value to the owner or producer thereof and which will not affect the public health and safety when handled and transported over the streets or alleys of the city in accordance with regulations contained in this chapter.

§ 13-47 ESTABLISHED.

The rates for garbage or rubbish collection in the City shall be as determined by the City Council.

§ 13-48 BILLING AND PAYMENT; DELINQUENT BILLS.

All fees, rates and charges as provided in this division shall be payable to the City of Bellevue and shall be added to the monthly bill for water usage and collected in conjunction with the water bill as provided by Metropolitan Utilities District (MUD). In those garbage collection districts where MUD does not provide water usage, the billing shall also be done monthly by the City of Bellevue. When not paid, all fees shall become delinquent fifteen days after the billing date, at which time and in which event the city may sue in the civil courts for the collection of such fee.

Section 3. That Chapter 13 Article III, Sections 13-61 through 13-69 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 13-61 REQUIRED.

No person shall engage in the business of collecting, hauling, or transporting refuse, garbage, trash or rubbish in the City, without first obtaining a permit from the City Clerk, to engage in such business.

§ 13-62 APPLICATION.

Application for permits to engage in the business of collecting, hauling and transporting garbage, refuse, rubbish and trash shall be filed with the City Clerk, together with the necessary requirements as provided in this article.

§ 13-63 SCHEDULE OF RATES TO BE FILED.

All applicants for permits to be issued under this article shall file with the City Clerk a schedule of rates proposed to be charged for such service.

§ 13-64 FEE.

There is hereby levied a license fee for refuse hauling vehicles as described in the Master Fee Schedule for each refuse hauling vehicle for which a permit is issued pursuant to this article. A State of Nebraska Department of Transportation certificate is required with the City of Bellevue application. Such license shall be paid at the time of filing the application with the City Clerk. To secure the full and faithful performance of each and every term and condition of refuse collection, a performance bond in the of \$25,000 shall be furnished to the City of Bellevue prior to issuance of any permit. Should no permit be issued on such application, the license fee shall be refunded to the applicant.

§ 13-65 PREREQUISITES TO ISSUANCE.

(A) Compliance with chapter. All provisions and regulations of this chapter shall be complied with before a permit to engage in the business of collecting, hauling or transporting refuse, garbage, trash or rubbish shall be issued.

(B) Dump site. All persons applying for permits to engage in the business of collecting, hauling and transporting refuse, garbage, trash and rubbish shall agree to dispose of such refuse in a sanitary landfill dump site to be designated by the city.

§ 13-66 ISSUANCE.

The City Clerk shall examine the application submitted pursuant to this article, and if all the requirements provided by this article are satisfactory, shall issue such permit.

§ 13-67 TERM.

Any permit issued pursuant to this article shall be in force from the date of issuance until the following December 31. Permits issued are not assignable or transferable in any manner.

§ 13-68 HOURS OF COLLECTION.

No refuse collector granted a permit pursuant to this article of the Code of the City of Bellevue shall engage in refuse collection activities between the hours of 10:00 p.m. and 6:00 a.m.

§ 13-69 REVOCATION.

Any permit so issued shall be subject to revocation after proper notice and a hearing, if requested by the licensee, by the Bellevue Board of Health if at anytime after the issuance of a permit, it is determined that the permittee can no longer fulfill the requirements of this article or is violating the same or is hauling garbage, trash, refuse or rubbish in such a manner as to constitute a menace to health.

The Bellevue Board of Health shall provide proper notice in such a manner and in accordance with such procedures as the Bellevue Board of Health previously established by rule or regulations.

Section 4. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

13d.
9/1/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9/1/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Amend Chapter 6 regarding animals and fowl.

SYNOPSIS/BACKGROUND:

Updating City Code by amending Chapter 6, Article I, Sections 6-0, 6-8 and 6-9, and Article V, Sections 6-101 through 6-108, regarding animals and fowl. After reviewing code and researching other municipalities it was determined to remove the pet grooming license fee for pet groomers. In addition, the proposed amendments provide definition and language cleanup.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: N/A		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: N/A
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve Ordinance No. 4228 and authorize the Mayor to sign. Request to waive the three readings, hold a public hearing, and vote at tonight's meeting.

ATTACHMENTS:

1. Ordinance No. 4228 - Red-lined Copy	2. Ordinance No. 4228 - Clean Copy	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 6, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 6-0, 6-8 AND 6-9; AND ARTICLE V SECTIONS 6-101 THROUGH 6-108 REGARDING ANIMALS & FOWL AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 6, Article I, Sections 6-0, 6-8 and 6-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 6-0 DEFINITIONS.

As used in this chapter, unless otherwise specified, the following terms mean:

ANIMAL. Any live, vertebrate creature, domestic or wild, ~~other than human.~~

ANIMAL CONTROL AUTHORITY. The entity with which the city contracts for enforcement of this chapter.

ANIMAL SHELTER. Any facility operated by a humane society, or municipal agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

AUCTIONS. Any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This paragraph does not apply to individual sales of animals by owners.

BOARDING KENNEL. Boarding kennel means a facility which is primarily used to house or contain dogs or cats owned by persons other than the operator of such facility. The primary function of a boarding kennel is to temporarily harbor dogs or cats when the owner of the dogs or cats is unable to do so or to provide training, grooming, or other nonveterinary service for consideration before returning the dogs or cats to the owner. A facility which provides such training, grooming, or other nonveterinary service is not a boarding kennel for the purposes of the act unless dogs or cats owned by persons other than the operator of such facility are housed at such facility overnight. Veterinary clinics, animal control facilities, animal rescues, and nonprofit animal shelters are not boarding kennels for the purposes of this section;

CAT. Any domestic feline animal (*Felis domesticus*), male or female, sexed or neutered.

COMMERCIAL ANIMAL ESTABLISHMENT. Any pet shop, grooming shop, animal exhibit, rodeo, auction, riding school or stable, zoological park, circus, performing animal exhibit, ~~or~~ kennel, cattery, kennel, patrol, sentry or guard dog service, animal trainer or business keeping animals in stock for retail or wholesale trade or any establishment performing 1 or more of the principal activities of the establishments.

DOG. Any canine animal, male or female, sexed or neutered. Any cross or hybrid which is part dog and part wild animal shall be considered a wild animal for the purposes of this chapter.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

GROOMING SHOP. A commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

HUMANE OFFICER. Any individual employed, appointed or authorized by an animal control authority with which the City is then under contract for the purpose of aiding in the enforcement of Neb. RS §§ 54-617 to 54-624 (1943), as amended, or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and shall include any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

KENNEL. An entity which:

(1) Is engaged in the commercial business of buying, selling, breeding, training for a fee, care or boarding of dogs or cats, or keeps four or more dogs and cats over four months of age; and

~~(2) Does not possess a valid pet avocation permit nor a valid pet shop permit.~~

LICENSING AUTHORITY. ~~The City of Bellevue, Nebraska.~~ Nebraska Department of Agriculture.

OWNER. Any person, or in the case of a minor, the minor's parent or other legal guardian; partnership; corporation or other entity owning, possessing, keeping, harboring, maintaining custody over or entrusted with safeguarding and handling at least one animal located within the city's boundaries or within two miles thereof.

PET. Any licensed animal kept for pleasure rather than utility. Pet animal means an animal kept as a household pet for the purpose of companionship, which includes, but is not limited to, dogs, cats, birds, fish, rabbits, rodents, amphibians, and reptiles. Any domestic dogs, domestic cats, domestic rabbits, domestic ferrets, domestic rodents, nonlethal aquarium fish, nonlethal invertebrates, amphibians, turtles, nonvenomous lizards that will not grow to more than five feet in length at maturity, nonvenomous snakes that will not grow to more than eight feet in length at maturity, or such other animals as may be specified and allowed by law; provided, however, that any animal forbidden to be sold, owned, or possessed by federal, state, or municipal law is not a pet animal. Birds and fowl defined as agricultural animals and specifically including any birds and fowl possessed under a license issued by the State of Nebraska and/or the United States Fish and Wildlife Service is not a pet animal.

PET ANIMAL AVOCATION. The care, breeding, showing or sale of dogs or cats by a competent adult person who is registered with the animal control authority and who shall own, keep, harbor or maintain four or more dogs or cats, but no more than five dogs or five cats total and no more than six total dogs and cats six months of age or older on the lot on which he or she resides or on a contiguous lot, which lot or lots are not zoned for business.

PET SHOP. Pet shop means a retail establishment which sells pet animals and related supplies;

PREMISES. Premises means all public or private buildings, vehicles, equipment, containers, kennels, pens, and cages used by an operator and the public or private ground upon which an operator's facility is located if such buildings, vehicles, equipment, containers, kennels, pens, cages, or ground are used by the owner or operator in the usual course of business.

PUBLIC NUISANCE. Any animal or animals which:

- (1) Molest passers-by or passing vehicles;
- (2) Attack other animals;
- (3) Trespass on school grounds;
- (4) Are repeatedly at large;
- (5) Damage private or public property;
- (6) Bark, whine or howl in an excessive, continuous or untimely fashion; or
- (7) Annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of persons or property within the city's boundaries and within two miles thereof.

RESTRAINT. Any animal secured by a leash or lead or within the real property limits of its owners.

RIDING SCHOOL OR STABLE. Any place that has available for hire, boarding and/or riding instruction any horse, pony, donkey, mule or burro.

STRAY ANIMAL. Any unlicensed animal found roaming at large, frequenting or remaining on private or public property without the consent of the owner or tenant of said property.

VETERINARY HOSPITAL. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

WILD ANIMAL. Any live monkey (nonhuman primate), raccoon, skunk, fox, poisonous or dangerous snake, poisonous or dangerous insect, leopard, panther, tiger, lion, lynx or any other warm-blooded animal, which is now or historically has been found in the wild, or in the wild state, within the boundaries of the United States, its territories, or possessions. This term includes, but is not limited to, animals such as: deer, skunk, opossum, raccoon, mink, armadillo, coyote, squirrel, fox and wolf.

WILD STATE. An animal's original, natural condition of living; not domesticated.

ZOOLOGICAL PARK. Any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals operated by a person, partnership, corporation or governmental agency.

§ 6-8 ENFORCEMENT.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by municipal authority. It shall be a violation of this chapter for any person to interfere with a ~~police officer, code enforcement officer,~~ humane officer, ~~or officer of any animal control authority~~ in the performance of his duties.

§ 6-9 PENALTIES; UNIFORM CITATIONS.

(A) It shall be unlawful for any person to violate any provision of this chapter and any person doing so shall be deemed guilty of a misdemeanor and shall:

(1) Be punished by a fine of not less than \$25.00 nor more than \$300.00 for each offense and a similar amount for each successive day such person fails to remedy a prior violation; and/or

(2) Be ordered by the court to turn the animal into the animal control authority for adoption or disposal.

(B) If any person is found guilty by a court of violating section 6-4 of this chapter, his permit to own, keep, harbor or have custody of animals shall be deemed automatically revoked and no new permit ~~may~~ shall be issued.

(C) ~~Every police officer, code enforcement officer, humane officer, or officer of any animal control authority with which the city has contracted shall be and hereby is authorized to issue an official notice pursuant to section 6-11 of this chapter.~~ Reserved.

(D) Every police officer, ~~code enforcement officer, humane officer, or officer of any animal control authority~~ with which the city has contracted shall be and hereby is authorized to issue an ~~official notice~~ or uniform citation to any person deemed to be in violation of any of the provisions of this chapter. Any person issued a citation for violating any of sections 6-2, 6-6, 6-19, 6-20, ~~6-23, 6-31, 6-37 and 6-68~~ may enter a guilty plea and waive his or her court appearance and pay a fine of \$25.00 and court costs via ~~U.S. mail or~~ electronically. Should the violator refuse to sign said citation, the officer is authorized to take the person into custody and require an appearance bond in accordance with the bond schedule issued by the court. Any person refusing to sign the citation shall be guilty of a separate offense and shall be charged with interfering with an officer in the performance of his duty.

(E) If a police officer, code enforcement officer, humane officer or officer of any animal control authority with which the city has contracted determines that there has been a violation of section 6-17(d), section 6-18 or section 6-10 of this chapter, such officer may immediately confiscate the vicious animal. The owner of an animal confiscated pursuant to this subsection (E) shall be responsible for reasonable costs incurred for care given to such animal and/or reasonable costs incurred in the destruction of such animal as is authorized by this chapter.

Section 2. That Chapter 6, Article V, Sections 6-101 through 6-108 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 6-101 PERMIT—REQUIRED.

~~No person shall operate a commercial animal establishment or animal shelter without first obtaining a permit in compliance with this article. It shall be unlawful for any person to conduct or operate a commercial animal establishment within the City without first having secured a license for the current year from the Licensing Authority. The owner or operator shall operate a licensed commercial animal establishment only during the continuance of the existence of the license.~~

§ 6-102 ~~SAME~~—REGULATIONS AUTHORIZED.

(A) The licensing authority shall promulgate regulations for the issuance of permits and shall include requirements for humane care of all animals and for compliance with the provisions of this chapter and other applicable laws. The licensing authority may amend such regulations from time to time as deemed desirable for public health and welfare and for the protection of animals.

(B) The licensing authority may revoke any permit or license if the person holding the permit or license refuses or fails to comply with this chapter, the regulations promulgated by the licensing authority or any law governing the protection and keeping of animals.

§ 6-103 ~~SAME~~—ISSUANCE.

Upon a showing by an applicant for a permit under this article that ~~he~~ applicant is willing and able to comply with the regulations promulgated by the licensing authority, a permit shall be issued upon payment of the applicable fee.

§ 6-104 ~~SAME~~—DURATION; RENEWAL; TIME OF APPLICATION.

~~The permit period under this article shall begin with the fiscal year and shall run for one year. Renewal applications for permits shall be made 30 days prior to, and up to 60 days after, the start of the fiscal year. Applications for a permit to establish a new commercial animal establishment under the provisions of this article may be made at any time.~~

§ 6-105 ~~SAME~~—TRANSFER.

If there is a change in ownership of a commercial animal establishment, the new owner shall obtain a new permit. ~~may have the current permit transferred to his or her name upon payment of a transfer fee as described in the Master Fee Schedule.~~

§ 6-106 ~~SAME~~—FEE.

~~Annual permits under this article shall be issued upon payment of the applicable fee as described in the Master Fee Schedule. Annual Fees to maintain a permit shall be paid to the Licensing Authority.~~

§ 6-107 ~~SAME~~—SEPARATE FACILITIES; EXEMPTIONS. RESERVED.

~~(A) Every facility regulated by this article shall be considered a separate enterprise and requires an individual permit.~~

~~—(B) No fee may be required of any veterinary hospital, animal shelter or government-operated zoological park.~~

§ 6-108 ~~LICENSE AND PERMIT ISSUANCE AND REVOCATION. RESERVED.~~

~~—(A) The licensing authority may revoke any permit or license if the person holding the permit or license refuses or fails to comply with this chapter, the regulations promulgated by the licensing authority or any law governing the protection and keeping of animals.~~

~~—(B) Any person whose permit or license is revoked shall, within ten days thereafter, humanely dispose of all animals owned, kept or harbored; and no part of the permit or license fee shall be refunded.~~

- ~~—(C) It shall be a condition of the issuance of any permit or license that the licensing authority shall be permitted to inspect all animals and the premises where animals are kept at any time and shall, if permission for such inspections is refused, revoke the permit or license of the refusing owner.~~
- ~~—(D) If the applicant has withheld or falsified any information on the application, the licensing authority shall refuse to issue a permit or license.~~
- ~~—(E) No person who has been convicted of cruelty to animals shall be issued a permit or license to operate a commercial animal establishment.~~
- ~~—(F) Any person having been denied a license or permit may not reapply for a period of 30 days. Each reapplication shall be accompanied by a fifteen-dollar fee.~~

Section 3. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4228

AN ORDINANCE TO AMEND CHAPTER 6, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE I SECTIONS 6-0, 6-8 AND 6-9; AND ARTICLE V SECTIONS 6-101 THROUGH 6-108 REGARDING ANIMALS & FOWL AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 6, Article I, Sections 6-0, 6-8 and 6-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 6-0 DEFINITIONS.

As used in this chapter, unless otherwise specified, the following terms mean:

ANIMAL. Any live, vertebrate creature, domestic or wild, other than human.

ANIMAL CONTROL AUTHORITY. The entity with which the city contracts for enforcement of this chapter.

ANIMAL SHELTER. Any facility operated by a humane society, or municipal agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

AUCTIONS. Any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This paragraph does not apply to individual sales of animals by owners.

BOARDING KENNEL. Boarding kennel means a facility which is primarily used to house or contain dogs or cats owned by persons other than the operator of such facility. The primary function of a boarding kennel is to temporarily harbor dogs or cats when the owner of the dogs or cats is unable to do so or to provide training, grooming, or other nonveterinary service for consideration before returning the dogs or cats to the owner. A facility which provides such training, grooming, or other nonveterinary service is not a boarding kennel for the purposes of the act unless dogs or cats owned by persons other than the operator of such facility are housed at such facility overnight. Veterinary clinics, animal control facilities, animal rescues, and nonprofit animal shelters are not boarding kennels for the purposes of this section;

CAT. Any domestic feline animal (*Felis domesticus*), male or female, sexed or neutered.

COMMERCIAL ANIMAL ESTABLISHMENT. Any pet shop, grooming shop, animal exhibit, rodeo, auction, riding school or stable, zoological park, circus, performing animal exhibit, kennel, cattery, kennel, patrol, sentry or guard dog service, animal trainer or business keeping animals in stock for retail or wholesale trade or any establishment performing 1 or more of the principal activities of the establishments.

DOG. Any canine animal, male or female, sexed or neutered. Any cross or hybrid which is part dog and part wild animal shall be considered a wild animal for the purposes of this chapter.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

GROOMING SHOP. A commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

HUMANE OFFICER. Any individual employed, appointed or authorized by an animal control authority with which the City is then under contract for the purpose of aiding in the enforcement of Neb. RS §§ 54-617 to 54-624 (1943), as amended, or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and shall include any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

KENNEL. An entity which:

(1) Is engaged in the commercial business of buying, selling, breeding, training for a fee, care or boarding of dogs or cats, or keeps four or more dogs and cats over four months of age.

LICENSING AUTHORITY. Nebraska Department of Agriculture.

OWNER. Any person, or in the case of a minor, the minor's parent or other legal guardian; partnership; corporation or other entity owning, possessing, keeping, harboring, maintaining custody over or entrusted with safeguarding and handling at least one animal located within the city's boundaries or within two miles thereof.

PET. Any licensed animal kept for pleasure rather than utility. Pet animal means an animal kept as a household pet for the purpose of companionship, which includes, but is not limited to, dogs, cats, birds, fish, rabbits, rodents, amphibians, and reptiles. Any domestic dogs, domestic cats, domestic rabbits, domestic ferrets, domestic rodents, nonlethal aquarium fish, nonlethal invertebrates, amphibians, turtles, nonvenomous lizards that will not grow to more than five feet in length at maturity, nonvenomous snakes that will not grow to more than eight feet in length at maturity, or such other animals as may be specified and allowed by law; provided, however, that any animal forbidden to be sold, owned, or possessed by federal, state, or municipal law is not a pet animal. Birds and fowl defined as agricultural animals and specifically including any birds and fowl possessed under a license issued by the State of Nebraska and/or the United States Fish and Wildlife Service is not a pet animal.

PET ANIMAL AVOCATION. The care, breeding, showing or sale of dogs or cats by a competent adult person who is registered with the animal control authority and who shall own, keep, harbor or maintain four or more dogs or cats, but no more than five dogs or five cats total and no more than six total dogs and cats six months of age or older on the lot on which he or she resides or on a contiguous lot, which lot or lots are not zoned for business.

PET SHOP. Pet shop means a retail establishment which sells pet animals and related supplies;

PREMISES. Premises means all public or private buildings, vehicles, equipment, containers, kennels, pens, and cages used by an operator and the public or private ground upon which an operator's facility is located if such buildings, vehicles, equipment, containers, kennels, pens, cages, or ground are used by the owner or operator in the usual course of business.

PUBLIC NUISANCE. Any animal or animals which:

- (1) Molest passers-by or passing vehicles;
- (2) Attack other animals;
- (3) Trespass on school grounds;
- (4) Are repeatedly at large;
- (5) Damage private or public property;
- (6) Bark, whine or howl in an excessive, continuous or untimely fashion; or

(7) Annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of persons or property within the city's boundaries and within two miles thereof.

RESTRAINT. Any animal secured by a leash or lead or within the real property limits of its owners.

RIDING SCHOOL OR STABLE. Any place that has available for hire, boarding and/or riding instruction any horse, pony, donkey, mule or burro.

STRAY ANIMAL. Any unlicensed animal found roaming at large, frequenting or remaining on private or public property without the consent of the owner or tenant of said property.

VETERINARY HOSPITAL. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

WILD ANIMAL. Any live monkey (nonhuman primate), raccoon, skunk, fox, poisonous or dangerous snake, poisonous or dangerous insect, leopard, panther, tiger, lion, lynx or any other warm-blooded animal, which is now or historically has been found in the wild, or in the wild state, within the boundaries of the United States, its territories, or possessions. This term includes, but is

not limited to, animals such as: deer, skunk, opossum, raccoon, mink, armadillo, coyote, squirrel, fox and wolf.

WILD STATE. An animal's original, natural condition of living; not domesticated.

ZOOLOGICAL PARK. Any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals operated by a person, partnership, corporation or governmental agency.

§ 6-8 ENFORCEMENT.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by municipal authority. It shall be a violation of this chapter for any person to interfere with a police officer, code enforcement officer, humane officer, or officer of any animal control authority in the performance of his duties.

§ 6-9 PENALTIES; UNIFORM CITATIONS.

(A) It shall be unlawful for any person to violate any provision of this chapter and any person doing so shall be deemed guilty of a misdemeanor and shall:

(1) Be punished by a fine of not less than \$25.00 nor more than \$300.00 for each offense and a similar amount for each successive day such person fails to remedy a prior violation; and/or

(2) Be ordered by the court to turn the animal into the animal control authority for adoption or disposal.

(B) If any person is found guilty by a court of violating section 6-4 of this chapter, his permit to own, keep, harbor or have custody of animals shall be deemed automatically revoked and no new permit shall be issued.

(C) RESERVED.

(D) Every police officer, code enforcement officer, humane officer, or officer of any animal control authority with which the city has contracted shall be and hereby is authorized to issue an official notice or uniform citation to any person deemed to be in violation of any of the provisions of this chapter. Any person issued a citation for violating any of sections 6-2, 6-6, 6-19, 6-20, 6-23, 6-31, 6-37 and 6-68 may enter a guilty plea and waive his or her court appearance and pay a fine of \$25.00 and court costs via electronically. Should the violator refuse to sign said citation, the officer is authorized to take the person into custody and require an appearance bond in accordance with the bond schedule issued by the court. Any person refusing to sign the citation shall be guilty of a separate offense and shall be charged with interfering with an officer in the performance of his duty.

(E) If a police officer, code enforcement officer, humane officer or officer of any animal control authority with which the city has contracted determines that there has been a violation of section 6-17(d), section 6-18 or section 6-10 of this chapter, such officer may immediately confiscate the vicious animal. The owner of an animal confiscated pursuant to this subsection (E) shall be responsible for reasonable costs incurred for care given to such animal and/or reasonable costs incurred in the destruction of such animal as is authorized by this chapter.

Section 2. That Chapter 6, Article V, Sections 6-101 through 6-108 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 6-101 PERMIT—REQUIRED.

It shall be unlawful for any person to conduct or operate a commercial animal establishment within the City without first having secured a license for the current year from the Licensing Authority. The owner or operator shall operate a licensed commercial animal establishment only during the continuance of the existence of the license.

§ 6-102 REGULATIONS AUTHORIZED.

(A) The licensing authority shall promulgate regulations for the issuance of permits and shall include requirements for humane care of all animals and for compliance with the provisions of this

chapter and other applicable laws. The licensing authority may amend such regulations from time to time as deemed desirable for public health and welfare and for the protection of animals.

(B) The licensing authority may revoke any permit or license if the person holding the permit or license refuses or fails to comply with this chapter, the regulations promulgated by the licensing authority or any law governing the protection and keeping of animals.

§ 6-103 ISSUANCE.

Upon a showing by an applicant for a permit under this article that applicant is willing and able to comply with the regulations promulgated by the licensing authority, a permit shall be issued upon payment of the applicable fee.

§ 6-104 TIME OF APPLICATION.

Applications for a permit to establish a new commercial animal establishment under the provisions of this article may be made at any time.

§ 6-105 TRANSFER.

If there is a change in ownership of a commercial animal establishment, the new owner shall obtain a new permit.

§ 6-106 FEE.

Annual Fees to maintain a permit shall be paid to the Licensing Authority.

§ 6-107 RESERVED.

§ 6-108 RESERVED.

Section 3. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13e.
9/1/2026

COUNCIL MEETING DATE: Sept. 1, 2026		SUBMITTED BY: Library Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Update Chapter 16-23 City Ordinance regarding Library Board composition

SYNOPSIS/BACKGROUND:

Due to the inability to secure and retain persons wanting to volunteer for service on the Bellevue Library Advisory Board, the composition of the Board is suggested to be seven versus nine.

FISCAL IMPACT: \$0 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

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 updating City Ordinance 16-23 to reflect the Library Advisory Board composition as seven members instead of nine. (State law requires that the Board have at least 5 members).

ATTACHMENTS:

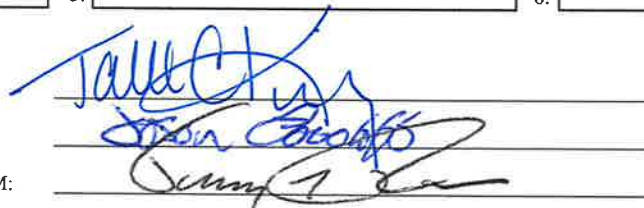
1. ordinance #4229 Red-lined	2. ordinance # 4229 Clean	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4229

AN ORDINANCE TO AMEND CHAPTER 16, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE II SECTIONS 16-23; REGARDING LIBRARY ADVISORY BOARD AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 16, Article II, Sections 16-23 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 16-23 COMPOSITION.

The **L**ibrary **A**dvisory **B**oard shall have ~~nine~~ **seven** members. The members of the board shall be chosen from citizens at large of the **C**ity; provided, that neither the **M**ayor nor any member of the **C**ity **C**ouncil shall be appointed as a member of the board.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4229

AN ORDINANCE TO AMEND CHAPTER 16, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE II SECTIONS 16-23; REGARDING LIBRARY ADVISORY BOARD AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 16, Article II, Sections 16-23 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 16-23 COMPOSITION.

The Library Advisory Board shall have seven members. The members of the board shall be chosen from citizens at large of the City; provided, that neither the Mayor nor any member of the City Council shall be appointed as a member of the board.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2026.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
9/1/2026

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☒	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Request to approve the Fiscal Year 2027-2032 Capital Improvement Plan (CIP). Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the current budget. The first year of the CIP corresponds with the proposed annual budge. For FY 2026-27, the proposed Capital Projects total \$99,766,541 with \$96,221,541 being funded by the City and \$3,545,000 being funded by outside sources. The total cost of all projects shown in the CIP is \$405,877,541 with \$334,790,041 being funded by the City and \$71,087,500 coming from outside sources.

FISCAL IMPACT?: YES ☐ BUDGETED FUNDS?: NO ☐ 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:		
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

The Planning Department is recommending approval of the CIP. Planning Commission recommended approval of the CIP as presented.

ATTACHMENTS:

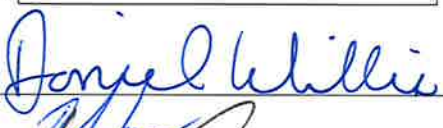
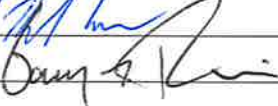
1. PC Recommendation	2. Staff Memo	3. Fiscal Year 2027-2032 Capital Improvement Plan
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #:

CITY COUNCIL HEARING DATE: September 1, 2026

REQUEST: to approve the 2027-2032 Capital Improvement Plan. Applicant: City of Bellevue.

On July 23, 2026, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent, and zero abstained:

APPROVAL of amendment as presented.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Herall						
	Perrin						
	Aerni						
	Bennett						
	Taylor-Jones						
	Hankins						
	Yoder						
	Ackley						
	Lasenburg						

Planning Commission Hearing was held on: July 23, 2026



We Influence The World!

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

August 25, 2026

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Tammi Palm, Planning Director
Subject: 2027-2032 Capital Improvement Plan

Attached is the proposed fiscal year 2027-2032 Capital Improvement Plan (CIP) showing current projected expenditures.

The CIP is a community planning and fiscal management tool used to coordinate the timing and financing of capital improvements over a multi-year period (usually 5-6 years). The document includes major projects (\$50,000 and above) submitted by department for each of the years of the plan. The total cost is shown for each project along with any outside funding sources and the amount of the funding. The source of city funding represents the General Fund unless otherwise shown.

The first year of the CIP corresponds with the proposed annual budget. For FY 2027 the proposed Capital Projects total is \$99,766,541 with \$96,221,541 being funded by the city and \$3,545,000 being funded from outside sources. For FY 2028, the proposed Capital Projects total is \$61,065,500 with \$60,915,500 being funded by the City and \$150,000 being funded from outside sources.

The total cost of all capital projects shown in the CIP is \$405,877,541 with \$334,790,041 being funded by the City and \$71,087,500 coming from outside sources.

Attachments: 2027-2032 Capital Improvement Plan Spreadsheet

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the 2027-2032 CIP as presented

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>	<u>FY 2029-30</u>	<u>FY 2030-31</u>	<u>FY 2031-32</u>	<u>TOTAL</u>
Administrative Services	-	-	-	-	-	-	-
Building Maintenance	775,000	-	-	-	-	-	775,000
Cemetery	50,000	-	-	-	-	-	50,000
Code Enforcement	-	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-
Fleet Maintenance	57,700	-	-	-	-	-	57,700
Information Technology(IT)	-	-	-	-	-	-	-
Library	100,000	85,000	-	-	-	-	185,000
Non Departmental	-	-	-	-	-	-	-
Parks	1,220,000	495,000	970,000	-	-	-	2,685,000
Permits & Inspections	104,900	66,500	66,500	141,500	-	-	379,400
Planning	502,000	-	-	-	-	-	502,000
Police	2,102,941	-	-	-	-	-	2,102,941
Public Works	10,090,000	14,895,000	17,650,000	-	-	-	42,635,000
Recreation	-	-	-	-	-	-	-
Streets	28,919,000	40,174,000	55,424,000	78,879,500	39,387,000	41,737,000	284,520,500
Wastewater	5,095,000	2,600,000	1,265,000	1,825,000	700,000	-	11,485,000
Waterpark Project	40,000,000	-	-	-	-	-	40,000,000
Economic Development	10,750,000	2,750,000	2,750,000	1,750,000	1,750,000	750,000	20,500,000
TOTAL	99,766,541	61,065,500	78,125,500	82,596,000	41,837,000	42,487,000	405,877,541
 City funding	 96,221,541	 60,915,500	 64,775,500	 54,953,500	 28,637,000	 29,287,000	 334,790,041
Funding from others	3,545,000	150,000	13,350,000	27,642,500	13,200,000	13,200,000	71,087,500

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2026-27

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Building Maintenance				
BM 27 (1) Install Mini Split District 3 Fire Station (2nd Floor)	200,000.00	200,000		
BM 27 (2) Replace Longo Building Cooling Tower	185,000.00	185,000		
BM 27 (3) Replace 8 Heat Pumps, 1510 Wall Street	160,000.00	160,000		
BM 27 (4) Replace District 3 Fire Station Roof Top HVAC Unit	80,000.00	80,000		
BM 27 (5) Replace HVAC Controls at Longo Building	50,000.00	50,000		
BM 27 (6) Replace Boiler at Longo Building	50,000.00	50,000		
BM 27 (7) Replace Roof at Goldenrod Parks Facility	50,000.00	50,000		
Total	775,000	775,000	-	
Cemetery				
CM 27 (1) Concrete Rehab. Throughout Cemetery	50,000	50,000		
Total	50,000	50,000	-	
Code Enforcement				
No capital projects this fiscal year.			-	
Total	-	-	-	
Economic Development Fund				
ED 27 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 27 (2) Entertainment District Improvements-Covered Walkways	10,000,000	10,000,000		
Total	10,750,000	10,750,000	-	
Fire				

No capital projects this fiscal year.

Total	<u> </u>	<u> </u>	<u> </u>
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Fleet

FL 27 (1) Software and License	57,700	57,700	-
Total	<u>57,700</u>	<u>57,700</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.

Total	<u> </u>	<u> </u>	<u> </u>
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Library

LI 27 (1) Shading System - 2206 Longo Drive	100,000	-	100,000	Grant
Total	<u>100,000</u>	<u>-</u>	<u>100,000</u>	

Parks

PK 27 (1) Install Lighting Daniel Trail Loop 11.5 miles	785,000	785,000	-	
PK 27 (2) New Playground, Retaining Wall, & Shelter-Golden Hills Park	250,000	250,000	-	
PK 27 (3) New Shelter - Everett Park (North Shelter)	60,000	60,000	-	
PK 27 (4) New Park Signs (55 Parks)	60,000	60,000	-	
PK 27 (5) Resurface Tennis/Pickelball Courts, Sorensen	65,000	-	65,000	Seeking Grant
Total	<u>1,220,000</u>	<u>1,155,000</u>	<u>65,000</u>	

Permits and Inspections

PI 27 (1) GovWell Software Implementation and Subscription	104,900	104,900	
Total	<u>104,900</u>	<u>104,900</u>	<u>-</u>

Planning

PL 27 (1) Zoning Ordinance Update	250,000	250,000	-	Carryover from 2025-2026 budget year
PL 27 (2) Active Mobility Plan	252,000	52,000	200,000	MAPA Grant

	Total	502,000	302,000	200,000	
Police					
BPD 27 (1) New Gun Range Facility		2,102,941	1,922,941	180,000	Real Estate Trade/Exchange
	Total	2,102,941	1,922,941	180,000	
Public Works					
PW 27 (1) Public Works Facility (Engineering)		300,000	300,000		
PW 27 (1) Public Works Facility (Construction)		1,000,000	1,000,000		
PW 27 (2) American Heroes Park Amphitheater (Design)		150,000	150,000		
PW 27 (2) American Heroes Park Amphitheater (Construction)		1,500,000	1,500,000		
PW 27 (3) American Heroes Park Restroom (Design)		110,000	110,000		
PW 27 (3) American Heroes Park Restroom (Construction)		800,000	800,000		
PW 27 (4) Entertainment District Public Improvements (Engineering)		150,000	150,000		
PW 27 (4) Entertainment District Public Improvements (Construction)		1,000,000	1,000,000		
PW 27 (5) Industrial Drive Ditch (Engineering)		300,000	300,000		
PW 27 (5) Industrial Drive Ditch (ROW)		250,000	250,000		
PW 27 (6) Quail Creek Erosion Control Project (Engineering)		250,000	250,000		
PW 27 (7) Bellevue Missouri River Bridge Replacement (Engineering)		400,000	200,000	200,000	cost share with Bridge Commission
PW 27 (8) Hwy 75/34 Interchange Improvements, (Engineering)		30,000	30,000		
PW 27 (8) Hwy 75/34 Interchange Improvements (Construction)		300,000	300,000		
PW 27 (9) Fort Crook Road Grenoble to Hwy 34 (Engineering)		200,000	200,000		
PW 27 (10) Fort Crook Road Grenoble to Hwy 34 (Right of Way)		650,000	650,000		
PW 27 (11) Longo Professional Building Parking Lot Rehab (Engineering)		150,000	150,000		
PW 27 (11) Longo Professional Building Parking Lot Rehab (Construction)		1,500,000	0	1,500,000	Grant
PW 27 (12) Wolf Creek Drive (Engineering)		150,000	150,000		
PW 27 (13) Hwy 75/34 Interchange Improvements, Phase I (Engineering)		600,000	600,000		
PW 27 (14) Fort Crook Road Bridge Replacement (Engineering)		300,000	300,000		
	Total	10,090,000	8,390,000	1,700,000	
Recreation					
No capital projects this fiscal year.		-	-	-	
	Total	-	-	-	
Streets					
ST 27 (1) Major Street Resurfacing		2,379,000	2,379,000	-	
ST 27 (2) Concrete Projects		5,010,000	5,010,000	-	
ST 27 (3) Overlay Projects		2,660,000	2,660,000	-	
ST 27 (4) Reconstruction Projects		8,415,000	8,415,000	-	
ST 27 (5) Bridge Repairs		240,000	240,000	-	
ST 27 (6) Drainage Improvements		7,255,000	5,955,000	1,300,000	
ST 27 (7) Signal Improvements		2,640,000	2,640,000	-	
ST 27 (8) Asset Management		320,000	320,000	-	

Total	<u>28,919,000</u>	<u>27,619,000</u>	<u>1,300,000</u>
Wastewater			
WW 27 (1) Quail Creek Lift Station (Closeout)	400,000	400,000	
WW 27 (2) Twin Creek Siphon Stabilization - Phase 1 Construction	380,000	380,000	
WW 27 (3) SCCWA SB-11 Basin Build out (Ent Dist)- YR 2	2,000,000	2,000,000	
WW 27 (4) Landings Lift Station Upgrade	1,500,000	1,500,000	-
WW 27 (5) GIS Updates, Sewershed D and E	150,000	150,000	-
WW 27 (6) 8902 Cedar Island Road Facility Updates - Design	60,000	60,000	
WW 27 (7) Emergency Power Plan City Wide - Design	75,000	75,000	-
WW 27 (8) Interceptor Connection C Site Sanitary Replacement (Betz Basin)	450,000	450,000	
WW 27 (9) 2028 Sewer Rate Study	80,000	80,000	
Total	<u>5,095,000</u>	<u>5,095,000</u>	-
Waterpark Project			
WP (1) Finish Project Construction	40,000,000	40,000,000	
Total	<u>40,000,000</u>	<u>40,000,000</u>	-
CAPITAL TOTAL ALL DEPARTMENTS	99,766,541	96,221,541	3,545,000

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2027-28

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-		
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.				
Total	-	-		
Cemetery				
No capital projects this fiscal year.				
Total	-	-		
Code				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 28 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
ED 28 (2) Entertainment District Improvements	2,000,000	2,000,000		
Total	2,750,000	2,750,000	-	
Fire				
			-	
Total	-	-	-	

Fleet

No capital projects this fiscal year.

Total

-	-	-
-	-	-

Information Technology (IT)

No capital projects this fiscal year.

Total

-	-	-
-	-	-

Library

LI 28 (1) Restructure Main Circulation Desk

Total

85,000	85,000	
85,000	85,000	-

Parks

PK 28 (1) Resurface Tennis/Pickleball Courts, Everett, Thompson,
McCann, Lakewood Villages

Pk 28 (2) Trail Renovation - Oakhurst Trail .765 Miles

Pk 28 (3) Trail Renovation - Lookingglass Trail .75 Miles

Total

85,000	85,000	
210,000	210,000	
200,000	200,000	
-	-	-
495,000	495,000	-

Seeking a grant

Permits and Inspections

PI 28 (1) GovWell Software Subscription

Total

66,500	66,500	-
66,500	66,500	-

Planning

No capital projects this fiscal year

Total

-	-	-
-	-	-

Police

No capital projects this fiscal year

Total

-	-	-
-	-	-

Public Works

PW 27 (1) Public Works Facility (Engineering)	300,000	300,000	-
PW 27 (1) Public Works Facility (Construction)	8,000,000	8,000,000	-
PW 27 (2) American Heroes Park Amphitheater (Design)	150,000	150,000	-
PW 27 (2) American Heroes Park Amphitheater (Construction)	1,500,000	1,500,000	-
PW 27 (3) Entertainment District Public Improvements (Engineering)	400,000	400,000	-
PW 27 (4) Industrial Drive Ditch (Engineering)	75,000	75,000	-
PW 27 (4) Industrial Drive Ditch (Construction)	750,000	750,000	-
PW 27 (5) Quail Creek Erosion Control Project (Engineering)	250,000	250,000	-
PW 27 (6) Bellevue Missouri River Bridge Replacement (Engineering)	300,000	150,000	150,000
PW 27 (7) Fort Crook Road Grenoble to Hwy 34 (Engineering)	250,000	250,000	-
PW 27 (8) Fort Crook Road Grenoble to Hwy 34 (Construction)	2,000,000	2,000,000	-
PW 27 (9) 25th Street and Olive Drainage (Engineering)	20,000	20,000	-
PW 27 (10) Hwy 75/34 Interchange Improvements, Phase 1 (Engineering)	600,000	600,000	-
PW 27 (11) Fort Crook Road Bridge Replacement (Engineering)	300,000	300,000	-
Total	14,895,000	14,745,000	150,000

Streets

ST 28 (1) Major Street Resurfacing	4,052,000	4,052,000	-
ST 28 (2) Concrete Projects	4,300,000	4,300,000	-
ST 28 (3) Overlay Projects	4,300,000	4,300,000	-
ST 28 (4) Reconstruction Projects	15,645,000	15,645,000	-
ST 28 (5) Bridge Repairs	1,355,000	1,355,000	-
ST 28 (6) Drainage Improvements	5,825,000	5,825,000	-
ST 28 (7) Signal Improvements	1,807,000	1,807,000	-
ST 28 (9) Asset Management	2,765,000	2,765,000	-
	125,000	125,000	-
Total:	40,174,000	40,174,000	-

Wastewater

WW 28 (1) Arctic Jet Replacement	300,000	300,000	-
WW 28 (2) Interceptor Monitoring Sites with GIS/SCADA Integration - Design	450,000	450,000	-
WW 28 (3) Sewer Master Plan Update	75,000	75,000	-
WW 28 (4) SCCWWA - SB-5 Build Out - Design	75,000	75,000	-
WW 28 (5) Whispering Timbers Lift Station Upgrades - Construction Y1 of 1	300,000	300,000	-
WW 28 (6) Twin Creek Siphon Stabilization - Construction Y1 of 1	800,000	800,000	-
WW 28 (7) Emergency Power Plan City-Wide - Phase 2	600,000	600,000	-
Total	\$ 2,600,000	\$ 2,600,000	-

Waterpark Project

No capital projects this fiscal year	-	-	-
Total	-	-	-

CAPITAL TOTAL ALL DEPARTMENTS	61,065,500	60,915,500	150,000
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CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2028-29

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year				
Total	-	-	-	
Cemetery				
No capital projects this fiscal year				
Total	-	-	-	
Code				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 29 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Improvements	2,000,000	2,000,000	-	
Total	2,750,000	2,750,000	-	
Fire				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	

Fleet

No capital projects this fiscal year.

Total

-	-	-
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Information Technology (IT)

No capital projects this fiscal year.

Total

-	-	-
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Library

No capital projects this fiscal year.

Total

-	-	-
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Parks

PK 29 (1) Bike/Trail Renovations-Banner Park 2 miles
Pk 29 (2) Trail Renovation - Oakhurst Trail 1 Mile
Pk 29 (3) Trail Renovation - Lookingglass Trail .75 Miles
Resurface Tennis/Pickleball Courts
(Haworth, Lakewood Villages, Normandy Hills, Thompson)

475,000	475,000	
210,000	210,000	-
200,000	200,000	
85,000	85,000	

Total

970,000	970,000	-
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Permits and Inspections

PI 29 (1) GovWell Software Subscription

66,500	66,500	-
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Total

66,500	66,500	-
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Planning

No capital projects this fiscal year.

Total

-	-	-
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Police

No capital projects this fiscal year.

Total

-	-	-
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Public Works

PW 27 (1) Public Works Facility (Engineering)	250,000	250,000		
PW 27 (1) Public Works Facility (Construction)	5,000,000	5,000,000		
PW 27 (2) Entertainment District Public Improvements (Engineering)	200,000	200,000		
PW 27 (2) Entertainment District Public Improvements (Construction)	2,000,000	2,000,000		
PW 27 (4) Quail Creek Erosion Control Project (Engineering)	250,000	250,000		
PW 27 (4) Bellevue Missouri River Bridge Replacement (Engineering)	300,000	150,000	150,000	Federal Assistance/Grant
PW 27 (5) Fort Crook Road Grenoble to Hwy 34 (Engineering)	250,000	250,000		
PW 27 (7) Fort Crook Road Grenoble to Hwy 34 (Construction)	2,000,000	2,000,000		
PW 27 (8) Hwy 75/34 Interchange Improvements, Phase 1 (Engineering)	400,000	400,000		
PW 27 (10) Fort Crook Road Bridge Replacement (Engineering)	7,000,000	7,000,000		
Total	<u>17,650,000</u>	<u>17,500,000</u>	<u>150,000</u>	

Streets

ST 29 (1) Major Street Resurfacing	3,760,000	3,760,000	-	
ST 29 (2) Concrete Projects	4,759,000	4,759,000	-	
ST 29 (3) Overlay Projects	4,175,000	4,175,000	-	
ST 29 (4) Reconstruction Projects	19,035,000	19,035,000		
ST 29 (5) Bridge Repairs	16,500,000	3,300,000	13,200,000	Federal Assistance/Grant
ST 29 (6) Drainage Improvements	7,070,000	7,070,000	-	
ST 29 (8) Asset Management	125,000	125,000		
Total	<u>55,424,000</u>	<u>42,224,000</u>	<u>13,200,000</u>	

Wastewater

WW 29 (1) Interceptor Monitoring Sites with GIS/SCADA Integration - Design	60,000	60,000		
WW 29 (2) GIS Updates - CMMS Integration	75,000	75,000	-	
WW 29 (3) Whispering Timbers Lift Station Upgrades - Design	80,000	80,000	-	
WW 29 (4) Twin Creek Siphon Stabilization - Phase 2 Construction	450,000	450,000		
WW 29 (5) Emergency Power Plan City-Wide - Phase 2	600,000	600,000		
Total	<u>\$ 1,265,000</u>	<u>\$ 1,265,000</u>	<u>-</u>	

CAPITAL TOTAL ALL DEPARTMENTS

78,125,500	64,775,500	13,350,000
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CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2029-30

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total				
Building Maintenance				
No capital projects this fiscal year				
Total				
Cemetery				
No capital projects this fiscal year				
Total				
Code				
No capital projects this fiscal year				
Total				
Economic Development Fund				
ED 30 (1) LB 840 Infrastructure improvements	750,000	750,000		Community Betterment
Accessibility Improvements	1,000,000	1,000,000		
Total	1,750,000	1,750,000		
Fire				
No capital projects this fiscal year				
Total				
Fleet				
No capital projects this fiscal year				
Total				
Information Technology (IT)				
No capital projects this fiscal year				
Total				
Library				
No capital projects this fiscal year				
Total				

Parks			
No capital projects this fiscal year	-	-	-
Total			
Permits and Inspections			
PI 30 (1) GovWell Software Subscription	66,500	66,500	
PI 30 (3) GovWell Contract re-negotiation	75,000	75,000	
Total	141,500	141,500	-
Police			
No capital projects this fiscal year			-
Total	-	-	-
Public Works			
No capital projects this fiscal year	-		-
Total	-	-	-
Recreation			
No capital projects this fiscal year	-	-	-
Total	-	-	-
Streets			
ST 30 (1) Major Street Resurfacing	9,965,000	9,965,000	-
ST 30 (2) Concrete Projects	4,140,000	4,140,000	-
ST 30 (3) Overlay Projects	2,605,000	2,605,000	-
ST 30 (4) Reconstruction Projects	36,082,500	21,640,000	14,442,500
ST 30 (5) Bridge Repairs	16,500,000	3,300,000	13,200,000
ST 30 (6) Drainage Improvements	8,750,000	8,750,000	
ST 30 (7) Signal Improvements	725,000	725,000	-
ST 30 (8) Wall Rehabilitation	112,000	112,000	-
Total	78,879,500	51,237,000	27,642,500
Wastewater			
WW 30 (1) 25th and 370 Forcemain Rehabilitation -Design	80,000	80,000	
WW 30 (2) 51st and Bernadette Lift Station Replacement	295,000	295,000	
WW 30 (3) Whispering Timbers Lift Station Upgrades - Construction	600,000	600,000	
WW 30 (4) Enductor Truck Replacement	750,000	750,000	
WW 30 (5) Emergency By-Pass Pump 8"	100,000	100,000	
Total	\$ 1,825,000	\$ 1,825,000	-
CAPITAL TOTAL ALL DEPARTMENTS	82,596,000	54,953,500	27,642,500

Grant
Federal Assistance/Grant

CIPST30(01) - Major Street Resurfacing	9,965,000	9,965,000	-	
M146(284B) - Mission Ave; Bellevue Toll Bridge to Main, Washington to Lincol	440,000	440,000	-	RESURFACING (MAJOR)
M146(340D) - S 30th St; Harrison St to Chandler Rd	260,000	260,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(269B) - Hancock St.; E Mission Ave to E 29th Ave	430,000	430,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(290B) - BBN; Prairie Ave to Gregg Rd	900,000	900,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(291B) - BBS, Lord Blvd; Lincoln Rd to Franklin St	770,000	770,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(308B) - Galvin Rd/Lincoln Rd; Harvell Dr to Offutt Bellevue Gate	2,020,000	2,020,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(326) - Childs Rd W; 19th to 25th St	390,000	390,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(327B) - W 24th Ave; Lincoln Rd to Calhoun St	620,000	620,000	-	RESURFACING, INTERSECTION IMPROVEMENT, STORM
M146(331) - Harlan Lewis Rd ; 29th & Hancock to City Limits s/Cunningham Rd	1,850,000	1,850,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(353B) - Quail Creek Addition; Quail Dr	620,000	620,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(394B) - Railroad Ave; Harrison to 13th St	460,000	460,000	-	RESURFACING (MAJOR) + REMAINING DESIGN COSTS
M146(401B) - Cornhusker Rd; 25th to city limits w/ 36th St	1,205,000	1,205,000	-	RESURFACING (MAJOR)

CIPST30(02) - Concrete Projects	4,140,000	4,140,000	-	
M146(228B) - City-wide, various locations	350,000	350,000	-	CONCRETE PAVEMENT REHAB; YR 2
M146(235) - Bellevue Blvd North; Prairie Ave to 13th St	350,000	350,000	-	BRICK PAVER REHAB
M146(263A) - Bellaire Heights; W Mission Ave, Bellaire Blvd	270,000	270,000	-	CONCRETE REPAIRS, CURB RAMPS
M146(383A) - Avery Rd/Thurston Ave; Ft Crook Rd to 15th St	290,000	290,000	-	REHAB, ADVANCE CONCRETE REPAIRS
M146(323A) - Camp Brewster Rd, Prairie Ave	280,000	280,000	-	REHAB; CONCRETE REPAIRS, CURB RAMPS
M146(359) - Area west of 48th St, Harrison to Copper Creek Rd	500,000	500,000	-	PAVEMENT REHAB, CURB RAMPS - YR 3/3
M146(362) - Castle Ridge Addition	385,000	385,000	-	PAVEMENT REHAB, INLETS, CURB RAMPS
M146(363) - Pine Ridge Addition	305,000	305,000	-	PAVEMENT REHAB, INLETS, CURB RAMPS
M146(397) - Area; Holly St to Citta Dr, 25th St to Cedar Island Rd	390,000	390,000	-	REHAB; CONCRETE REPAIRS, CURB RAMPS
M146(398A) - Area; Blvd N to Ft Crook, Lindyview Rd to Grove Rd	720,000	720,000	-	REHAB, ADVANCE CONCRETE REPAIRS
M146(402A) - Cornhusker Rd; Ft Crook Rd to 25th St	300,000	300,000	-	REHAB, ADVANCE CONCRETE REPAIRS
CIPST30(03) - Overlay Projects	2,605,000	2,605,000	-	
M146(280B) - Fontenelle Hills; Martin Dr and Ridgewood Dr	710,000	710,000	-	RESURFACING
M146(382B) - 15th St, Cornhusker Rd to Kennedy Freeway Bridge	1,020,000	1,020,000	-	RESURFACING
M146(393B) - Ridge Rd, Reedmont Dr	255,000	255,000	-	RESURFACING
M146(396B) - Southwoods; NE Dr, Colorado St, Kauai St	620,000	620,000	-	RESURFACING
CIPST30(04) - Reconstruction Projects	36,082,500	21,640,000	14,442,500	
M14(236B) - 36th St, Harrison St to Cornhusker Rd	7,000,000	7,000,000	-	RECONSTRUCTION - PH 2
M146(294B) - Willow Springs; s/15th St, west to 25th St	3,000,000	3,000,000	-	ACCESS ROAD
M146(305C) - 36th St, Cornhusker to 370	17,377,500	2,935,000	14,442,500	RECONSTRUCTION - YR 1/2
M146(324A) - Cornhusker Rd; Ft Crook to 36th St	3,000,000	3,000,000	-	YR 2/3 - ENG/DESIGN --> RECONSTRUCTION
M146(329A) - S 25th St, Lynnwood Dr to Fairview Rd	205,000	205,000	-	YR 4 - ROW, UTILITIES
M146(379B) - Capehart Rd; 36th to 48th	5,500,000	5,500,000	-	RECONSTRUCTION - YR 1/2
CIPST30(05) - Bridge Repairs	16,500,000	3,300,000	13,200,000	
M146(377B) - Ft Crook Rd, Capehart Rd to Fairview Rd	16,500,000	3,300,000	13,200,000	YR 2/3 - BRIDGE #U023004325P, #U023004324P
CIPST30(06) - Drainage Improvements	8,750,000	8,750,000	-	
M146(205) - Drainage area west of Harlan Lewis Rd, s/Industrial Dr	70,000	70,000	-	FINAL DESIGN
M146(253B) - Kennedy Towne Center; 19th & Chandler	2,310,000	2,310,000	-	DRAINAGE IMPROVEMENTS - YR 2/2
M146(341B) - Ft Crook Rd, Avery Rd to Peoples Rd	6,200,000	6,200,000	-	<u>DRAINAGE IMPROVEMENTS, STRUCTURES</u>
M146(349A) - Fairview South Addition	75,000	75,000	-	FINAL DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT
M146(371A) - Olde Towne Area; Warren St to Lincoln Rd, 13th Ave to 33rd Ave	95,000	95,000	-	YR 2/2 ENG/DESIGN --> STORMWATER SYSTEM REHAB
CIPST30(07) - Signal Improvements	725,000	725,000	-	
M146(232B) - City-wide Traffic Signal Communication Upgrades	600,000	600,000	-	COMMUNICATION, HARDWARE, VIDEO, CONTROLLERS, BATTERY BACK-UP
M146(404 4) - Traffic Signal Optimization	125,000	125,000	-	COUNTS, SIGNAL OPTIMIZATION, CORRIDORS - YR 4/4
CIPST30(08) - Wall Rehabilitation	112,000	112,000	-	
M146(230A) - Lincoln Rd; Ludwig Dr to Mission Ave	54,000	54,000	-	ENG/DESIGN --> WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES
M146(231A) - Lincoln Rd; Lorraine Ave to Lorraine Dr	58,000	58,000	-	ENG/DESIGN --> WALL, PAVING, SIDEWALK INSTALLATION

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2030-31

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year	-	-	-	
Total	\$ -	\$ -	-	
Cemetery				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Code				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 31 (1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Accessibility Improvements	1,000,000	1,000,000		
Total	1,750,000	1,750,000	-	
Fire				
No capital projects this fiscal year	-	-	-	
Total	-	-	-	

Fleet

No capital projects this fiscal year

Total

	-	-	-

Information Technology (IT)

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Library

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Parks

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Permits and Inspections

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Police

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Public Works

No capital projects this fiscal year

Total

	-	-	-
	-	-	-

Recreation

No capital projects this fiscal year.

Total

Streets

ST 31(1) Major Street Resurfacing	1,470,000	1,470,000	-	
ST 31(2) Concrete Projects	520,000	520,000	-	
ST 31(3) Overlay Projects	1,305,000	1,305,000	-	
ST 31(4) Reconstruction Projects	18,640,000	18,640,000	-	
ST 31(5) Bridge Repairs	16,500,000	3,300,000	13,200,000	Federal Assistance/Grant
ST 31(6) Drainage Improvements	240,000	240,000	-	
ST 31(7) Signal Improvements	600,000	600,000	-	
ST 31(8) Wall Rehabilitation	112,000	112,000	-	

Total

39,387,000

26,187,000

13,200,000

Wastewater

WW 31 (1) Kennedy Lift Station and Forcemain - Design	50,000	50,000	
WW 31 (2) 25th and 370 Forcemain Rehabilitation - Construction Y1 of 1	450,000	450,000	
WW 31 (3) Excavator - Mid-mini	200,000	200,000	

Total

\$ 700,000

\$ 700,000

-

CAPITAL TOTAL ALL DEPARTMENTS

41,837,000

28,637,000

13,200,000

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2031-32

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total	0	0	0	
Building Maintenance				
No capital projects this fiscal year	0	0	0	
Total	0	0	0	
Cemetery				
No capital projects this fiscal year	0	0	0	
Total	0	0	0	
Code				
No capital projects this fiscal year	0	0	0	
Total	0	0	0	
Economic Development Fund				
ED 32 (1) LB 840 Infrastructure improvements	750000	750000	0	Community Betterment
Total	750000	750000	0	
Fire				
No capital projects this fiscal year			0	
Total	0	0		
Fleet				

No capital projects this fiscal year

Total	<u>0</u>	<u>0</u>	<u>0</u>
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Library

No capital projects this fiscal year	0	0	0
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Total	<u>0</u>	<u>0</u>	<u>0</u>
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Parks

No capital projects this fiscal year,	0	0	0
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	0	0	0
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Total	<u>0</u>	<u>0</u>	<u>0</u>
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Permits and Inspections

No capital projects this fiscal year	0	0	0
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Total	<u>0</u>	<u>0</u>	<u>0</u>
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Police

No capital projects this fiscal year,	0	0	
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	0	0	
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Total	<u>0</u>	<u>0</u>	
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Public Works

No capital projects this fiscal year,			
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	0		
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Recreation

No capital projects this fiscal year,			
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Total	<u>0</u>	<u>0</u>	<u>0</u>
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Streets

ST 32(1) Major Street Resurfacing	515000	515000	
ST 32(2) Concrete Projects	350000	350000	
ST 32(3) Overlay Projects	1480000	1480000	
ST 32(4) Reconstruction Projects	20485000	20485000	
ST 32(5) Bridge Repairs	16500000	3300000	13200000
ST 32(6) Drainage Improvements	1185000	1185000	
ST 32(7) Signal Improvements	1110000	1110000	

Federal Assistance/Grant

ST 32(8) Wall Rehabilitation	112000	112000	
Total	41737000	28537000	13200000
Wastewater			
No capital projects this fiscal year.			
Total	0	0	0
CAPITAL TOTAL ALL DEPARTMENTS	42487000	29287000	13200000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
9/1/2026

COUNCIL MEETING DATE: 9/1/2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Approval of Waiver Hunting Regulations - Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2026 through 1/15/2027 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT?: \$0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: N/A		
CONTRACT EFFECTIVE DATE: N/A	CONTRACT TERM: N/A	CONTRACT END DATE: N/A
PROJECT NAME: N/A		
START DATE: N/A	END DATE: N/A	PAYMENT DATE: N/A
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Approve the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss.

ATTACHMENTS:

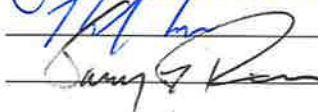
1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

2026 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Hunting Permit #</u>	<u>Address of Hunting Site</u>	<u>Gvn to Police</u>	<u>PD Apprv'd or Dn'd</u>	<u>CC Mtg</u>	<u>CC Apprv'd or Denied</u>
Steve Schneider	6902 South 30th Street	Omaha	68147	D0004440512	1329 Camp Gifford Road	8/12/026	8/12/2026	9/1/2026	
Ryan Hesel	12703 Westchester Plaza	Omaha	68154	D0004492059	112 Combs Road	8/12/026	8/12/2026	9/1/2026	
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005	D0004567926	415 E. 19th Avenue	8/17/2026	8/26/2026	9/1/2026	
Carson Kellner	1303 Camp Gifford Road	Bellevue	68005	D0004577074	1309 Camp Gifford Road	8/24/2026	8/26/2026	9/1/2026	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/1/2026

COUNCIL MEETING DATE: September 1st 2026		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Change Order #6 Authorization for ARCO MURRAY for Retainage, Hydroseeding, and Mattel Construction

SYNOPSIS/BACKGROUND:

This item pertains to costs incurred for the following items:

- retainage for construction for Open Aire, White Water,
- Hydroseeding costs for dust and site control
- Mattel changes to manufacturing and construction of Mattel design changes

FISCAL IMPACT: 2,124,154.69 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: ARCO MURRAY	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Change Order # 6 for ARCO MURRAY		
CONTRACT EFFECTIVE DATE: 09/2/26	CONTRACT TERM: Until Completed	CONTRACT END DATE:
PROJECT NAME: Wonder Indoor Water Park		
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:

Staff Recommends Approval

ATTACHMENTS:

1. Change Order Documentation	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

ARCO/Murray National Holdings, Inc.
3113 Woodcreek Drive
Downers Grove, 60515
Phone: (331) 251-2726

Project: ENT149 - Bellevue Bay Water Park
Northwest Corner of US Route 34 and US Route 75
Bellevue, Nebraska 68005
Phone: 331-251-2726
Fax: 331-251-2727

DRAFT

Owner - PCCO#5 reconciliation

TO:	City of Bellevue Nebraska - Bellevue, NE Municipality 1500 Wall Street Bellevue Nebraska, 68005	FROM:	ARCO/Murray National Holdings, Inc. 3113 Woodcreek Drive Downers Grove 60515
PCO NUMBER	006	CONTRACT:	ENT149 - Bellevue Bay Water Park
STATUS:	Draft	CREATED BY:	Santiago Martinez (ARCO/Murray National Industrial)
SCHEDULE IMPACT:	0 days	CREATED DATE:	8/11/2026
		TOTAL AMOUNT:	\$1,381,451.69

POTENTIAL CHANGE ORDER DESCRIPTION:

Reconciliation from PCCO#5 - \$406,757 - Below description from PCCO #5 for reference
Attached PCCO#5. Total cost for items contained in PCCO#5 is \$406,757. The cost of these items were allocated to the Winter Conditions & Unforeseen Conditions allowance which is already included in the contract and the contract total. PCCO#6 will reconcile this cost on the final value of the contract.

Retainage from previous GC - Per City of Bellevue to reconcile on ARCO contract
White water - \$463,020.09
Open Air - \$372,200.75

Hydro seeding - Per city of Bellevue request to hold on ARCO contract
Hydroseeding - \$139,473.85

Grand Total:	\$1,381,451.69
---------------------	-----------------------

ATTACHMENTS:

[ENT149_Bellevue Bay Water Park PCCO #05 2026.07.14 SIGNED.pdf](#)

By signing this Potential Change Order, Owner authorizes Contractor to complete the revised scope of work at the estimated cost shown, recognizing that costs or Contact Time may be further adjusted, as needed, in the final Change Order.

City of Bellevue Nebraska - Bellevue, NE

ARCO/Murray National Holdings, Inc.

SIGNATURE

DATE

SIGNATURE

DATE

Prime Contract Change Order #005

TO:	City of Bellevue Nebraska - Bellevue, NE Municipality 1500 Wall Street Bellevue, Nebraska 68005	FROM:	ARCO/Murray National Holdings, Inc. 3113 Woodcreek Drive Downers Grove, 60515
CREATED DATE:	04/06/2026	SCHEDULE IMPACT:	0 days

CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

PCCO #5

See below for specific items contained within this change order. Note that the execution of this change order will NOT increase the total contract value - it will be a \$0 change order. But the total cost for items contained below is \$406,757. The cost of these items will be allocated to the Winter Conditions & Unforeseen Conditions allowance which is already included in the contract and the contract total. As a result, the available funds within this allowance will decrease by \$406,757, but the total contract value will remain unchanged.

1. Replace indoor main building SUNDEK concrete coating with sealed concrete & VCT --- Refer to RFI #65.
--- (\$6,627)
2. Remove standing seam metal roof from non-visible portion of roof and also metal wall panels on non-visible portion of roof. To be replaced with TPO and stucco. Applies where main support building metal roof is located behind perimeter perforated screening system.
--- (\$23,312)
3. Remove framed walls in front of cooler/freezers doors
--- (\$1,921)
4. Remove heat trace system on grease waste and move outdoor bars off the GW system - relocate GI to W of main support building. Refer to RFI #68.
--- (\$27,223)
5. Remove underground blue-duct from outdoor water park. All scope shown on M1.01E to be removed.
--- (\$176,301)
6. Samsung split system spec ilo Mitsubishi. Refer to RFI #74.
--- (\$39,104)
7. 60 mil TPO ilo EPDM roofing membrane - over entire project
--- (\$79,423)
8. Provide RCA-3 (uninsulated) over the wave generating room ilo RCA-4
--- (\$40,362)
9. Fiberglass strainers ilo stainless steel strainers from Blue Mar
--- (\$67,800)
10. REV6 drawing updates - revisions to site utilities to extend lines and connect into roadway mass development at correct locations and inverts
--- \$22,374
11. REV4 drawing updates - NDEE revisions - changes to E-Stops for wet play structure
--- \$10,840
12. Open Aire ductwork shaping/sizing. Ductwork within indoor water park to be round ilo rectangular. Does not include changes to ductwork due to building expansion due to Mattel - such as additional ductwork to cover (2) more Open Aire bays - and also the increase in size to the outdoor ductwork on the roof that is a part of the indoor water park system. Ductwork based off sizes presented in "Updated Ductwork Plans" from EXP dated 5/14/2026. Sizes to match as close as possible based on available local dye sizes.
--- \$430,733
13. Water park deck drain piping SCH40 in lieu of SCH80. Refer to RFI #37.
--- (\$175,000)
14. REV8 Drawing updates - set dated 3/20/2026
--- \$17,489
15. DFH revisions based on returned submittals - including motion sensors. Refer to approved submittals.
--- (\$12,431)
16. Operable partition - standard finish spec selection ilo premium/custom. Refer to approved submittals for specific finish.
--- (\$12,023)
17. ARCO providing of payment bond on project. No performance bond provided. Refer to PCCO#4 for language outlining bond.
--- \$589,231
18. Removal of irrigation system above/below retaining wall



PCCO#5 already signed just for reference

Project: ENT149 - Bellevue Bay
Water Park
Northwest Corner of US Route 34 and
US Route 75
Bellevue, Nebraska 68005
Phone: 331-251-2726

— (\$2,373)

ATTACHMENTS:

[Bellevue Bay - SBR - REV6 CO.pdf](#)

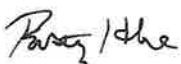
Grand Total:	\$0.00
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The original (Contract Sum)	\$79,977,029.00
Net change by previously authorized Change Orders	(\$1,412,861.00)
The contract sum prior to this Change Order was	\$78,564,168.00
The contract sum will be changed by this Change Order in the amount of	\$0.00
The new contract sum including this Change Order will be	\$78,564,168.00
The contract time will not be changed by this Change Order.	

[Signatures may follow on a separate page]

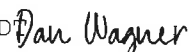
City of Bellevue Nebraska - Bellevue, NE

ARCO/Murray National Holdings, Inc.


SIGNATURE

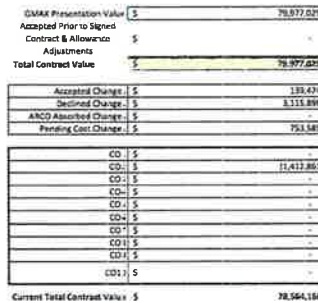
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SIGNATURE

7/16/2026 | 5:44 PM C

DATE



	Projected ARM
Current contract value	\$ 78,564,160
Approved items to date	\$ 129,674
Allowance final cost reconciliation	\$ (218,437)
Pending items (likely to be approved/accepted)	\$ 950,000
PROJECTED TOTAL CONTRACT VALUE (w/o Matter)	\$ 79,435,225

Date	Item #	Description	Low Range	High Range	Final Cost	Status/Allocation	Decision Date	Comments	Change Type (+/-)	Coverage %
10/15/25	1	Remove concrete coating from patrol area at Indoor water tank (replace with broomed concrete)			\$ (526,756)	Declined	12/17/2025	10/17 - bit of a non-starter. Look at options as well for using a single SUNDEK finish in multiple & also come isolated areas only (such as base of under stairs walk-off).		
11/24/25	2	Slide tower floor - provide CS-1 ilo CC-1			\$ (9,601)	Declined	2/25/2026	Mostly covered by slide tower stairs. Will be covered by stage - 1/25/26. If new floor needs negotiation here is change item #8. Many RFP's in this item - will need to update - but new location/separate budget item is in planning now [3]		
11/24/25	3	Replace under flow rider stage flooring with CS-1 ilo CC-1			\$ (9,042)	Pending				
10/15/25	4	Remove diesel generator from design - include a dedicated feeder from electric utility to fire pump (cannot be combined with any other generator items)			\$ (451,000)	Declined	2/9/2026	10/17 - RFI to be sent over to BVP - this item includes a dedicated electric feeder from electric utility to the fire pump. 2/9/26 - REV1/2 updates have REMOVED this from design while adding a lighting inverter and other components - see REV1/2 total line item for where this deduct is captured within.		
10/15/25	5	Remove SUNDEK from main building locker room and replace with sealed concrete			\$ 45,200	Declined	2/25/2026	10/17 - no for now - present at GAMP.		
10/15/25	6	Remove performance bond for pool subcontractor	\$ (146,308)	\$ (189,100)	\$ -	Included in GAMP	12/17/2025	10/17 - no issue with removing this or not needing it.		
10/15/25	7	Replace indoor main building SUNDEK concrete coating with sealed concrete & VCT - refer to RFI #55			\$ (6,627)	allowance 1	4/20/2026	10/17 - Appetite for this one - stair would likely leave as exposed concrete and interior walkway would be carpet or vinyl tile. 4/20/26 - 1st meeting was 2/26 - 1st meeting - plan for scope just needed a lot more work around what they needed. 4/20/26 - 4/20/26 - 4/20/26	0 +/-	
10/15/25	8	Remove foamliner from precast tilt panels			\$ 45,200	Declined	2/18/2026	10/17 - to discuss with precasters other ways to achieve removal of tilt panel cap.		

10/15/25	9	Remove single elevator (code and operations dependent)	\$		(127,690)	Declined	4/23/2026	10/17 - included in design due to people generally entering via skywalk - looks as breaking out this price and just building elevator shaft/shell - for future elevator if/when skywalk is constructed. 4/25/26 - met with TBD - in search for future hotel brand - need to be met - would want to make sure all the landing framing etc is taken care of - need to be met - also want to make sure that if met in this should be a that shop - 4/28/26 - meeting TBD - confirm on Thursday call with Morrison, 4/23 - closed out during DAC call by Hanson				
10/15/25	10	Remove large footings/foundations from perimeter outdoor pool - applies to (22) spread footings + strip + knee wall + plasters - only along the plan N and S walls - not along the plan W wall that makes up the back of the wave generation building	\$	(59,300)	\$	(76,300)	\$	-	Declined	2/9/2026	10/17 - to be reviewed/discussed with ARM and Bellevue on savings now vs. cost later if/when covered expansion moves forward. 2/9/26 - moving forward with keeping footings with Martel Impact to enhance indoor water park + phase 2 call-in arrival and future possibility to enclose outdoor water park	
10/15/25	11	Remove ACT from L2 corridor BOH space - leave open/exposed and paint			\$	(9,406)	Declined	3/25/2026	10/17 - ARM good with this			
10/15/25	12	Remove standing seam metal roof from non-visible portion of roof and also metal wall panels on non-visible portion of roof. To be replaced with TPO and stucco. Applies where main support building metal roof is located behind perimeter perforated screening system.			\$	(29,312)	Allowance 1	4/20/2026	10/17 - Should be no issue with removing the metal panel wall and replacing - barrel roof likely ok too - but need to discuss further. 4/25/26 - team OK with the confirm if base walls have metal panels and start RFI process. 4/28/26 - ACCEPTED	D: VE		
10/15/25	13	Interior CMF walls ILO CMU in/around kitchen and locker rooms on L1 of main building - updated to only include allowable walls per RFI #9 response			\$	(12,927)	Declined	2/9/2026	10/17 - ARCO to send RFI to see if needed from a structural perspective - will highlight walls in reference. 2/9/26 - steel design released and procurement underway with CMU walls where located in design			
10/15/25	14	WWF reinforced slab ILO structural slab under wet play structure	\$	-	\$	-	\$	-	Declined	11/24/2025	10/17 - ARCO to send RFI to Martin Aquatic on this. 11/24 - not a cost saving option - Declined	
10/15/25	15	Remove holstway - pending code and operations	\$	(15,900)	\$	(15,900)	\$	-	Declined	10/17/2025	10/17 - need to keep - DECLINED	
10/15/25	16	Removal of diesel generator and add of 1,500 GAL diesel fire pump - cannot be combined with any other generator items	\$	(454,800)	\$	(584,800)	\$	-	Declined	2/9/2026	10/17 - RFI to be sent over to EXP - this item includes a diesel fire pump. 2/9/26 - REV1/2 updates have REMOVED this from design while adding a lighting inverter and other components - see REV1/2 total line item for where this deduct is captured within	
10/15/25	17	Redesign of perimeter open air strip footings to bearing precast panels	\$	-	\$	-	\$	-	Declined	11/24/2025	10/17 - should not be an issue - ARCO to work on this and present - might need to do CIP for swim up bar area. 11/24 - not a schedule or cost saving impact.	
10/15/25	18	Steel ILO aluminum enclosure for diesel generator			\$	(5,660)	Declined	2/9/2026	10/17 - should not be an issue due to generator being outside - if generator remains. 2/9/26 - REV1/2 updates have REMOVED this from design while adding a lighting inverter and other components - see REV1/2 total line item for where this deduct is captured within			
10/15/25	19	Remove framed walls in front of cooler/freshen doors			\$	(1,321)	Allowance 1	3/25/2026	4/14/26 - met with Hanson, pending approval. 4/24/26 - decision. 4/28/26 - pending	O: VE		
10/15/25	20	Change doors 135 & 136 to HM ilo storefront	\$		(6,215)	Declined	3/25/2026	10/17 - likely ok with this - was for future if becomes covered				

[illegible]

4 of 5

ARCO/Murray
ENT 549 - Bellevue Bay/Haas Water Park

Bellevue Bay Water Park
Acmertes Log

7/13/2025

03/18/26	64	Water park stock drain piping SCH40 in lieu of SCH80. Refer to RFI #37.				\$ (175,000)	Allowance 1	3/25/2025	3/25/26 Accepted ARCO finishing call. 4/30/26 - ACCEPTED	D: VE
03/18/26	65	Support building main roof exterior ductwork insulating	\$	310,800	\$	415,800	Declined	4/20/2026	Need to discuss with E&P and subcontractor further. 3/24/26 email w/ representative forwarded to MEA. Will discuss further with Jim. 4/20/26 - ARCO/Murray - ARCO representative with subcontractor and covered + add between ARCO/sub - no cost impact to others.	
03/18/26	66	Concrete winter conditions - month of March until end of April				\$ 27,123	Allowance 1		TBD based on weather conditions and pour schedule.	E: ALLOWANCE RECONCILIATION
03/20/26	67	Expansion of OA laydown area by 10,000 sf				\$ 8,942	Allowance 1	3/25/2026	Required to maintain progress and schedule. 3/25/26 - subcontractor approved.	E: ALLOWANCE RECONCILIATION
03/25/26	68	REVISE Drawing updates - met dated 3/20/2026				\$ 17,883	Allowance 1	7/2/2026	3/23/26 - pending pricing call re: return from subcontractors - 4/10/26 - ARCO tracking down final pricing. 7/2/26 - final pricing reviewed/confirmed/contracted.	A: OWNER REQUESTED CHANGE
04/13/26	69	Open Air retention on invoices submitted previously to MCL & unpaid invoices submitted to MCL				\$ 399,201	Pending		4/9/26 - Bellevue recommended adding these amounts owed into the ARCO waterpark pay application. 4/23/26 - Discuss with Harlan how to invoice and impact on the total. 3/4/26/cost	
04/13/26	70	WWTP Water retention on invoices submitted previously to MCL & unpaid invoices submitted to MCL				\$ 463,020	Pending		4/9/26 - Bellevue recommended adding these amounts owed into the ARCO waterpark pay application. Note that WW REMOVED the bond they were planning for on the project (worth \$188,707) - so this should be deducted and accounted as a deduct on the Bellevue side of the total development cost. 4/20/26 - Discuss with Harlan how to invoice and impact on overall contract/cost.	
04/16/26	71	DPH revision based on returned submittals - including motion risers. Refer to approved submittals.				\$ (12,431)	Allowance 1	7/2/2026	4/16/26 - ARCO tracking down costs. 7/2/26 - Accepted - accounted for storefront door removal as well.	D: VE
04/16/26	72	Revised partition spec option (Tushek) for party room (to standard operable partition)				\$ (0,000)	Declined	4/20/2026	4/16/26 - premium cost over current operable partitions spec - does NOT include additional cost for electrical involved with install. 4/20/26 - DECLINED.	
04/16/26	73	Removal of WW bond - OWNER SIDE OF BUDGET COST SAVINGS				\$ (188,707)	Declined	4/20/2026	4/16/26 - ARCO/Bellevue side of budget savings. 4/20/26 - DECLINED SPICE. OWNER/BELLEVUE CONTRACTORS FOR THEIR SIDE OF BUDGET.	
04/16/26	74	Operable partition - standard finish spec selection (to premium/custom. Refer to approved submittals for specific finish.				\$ (12,023)	Allowance 1	7/2/2026	4/16/26 - ARCO to submit RFI on either finish/colors for approval. 3/20/26 - ARCO to send over finish selections with glow into detail sheet. 5/9/26 - finish selections are confirmed with RFI. 7/2/26 - final selections confirmed/approved - ACCEPTED.	D: VE
05/06/26	75	ARCO providing of payment bond on project				\$ 589,281	Allowance 1	5/22/2026	5/6/26 - Payment bond only -- no Performance bond -- SENT AS PCCO 64. 7/2 PCCO not signed as of 7/2/26.	G: AHU REQUESTED CHANGES
05/06/26	76	Storm line piping cut by VRANA during roadway work	\$	2,800	\$	3,700	Pending		5/6/26 - line struck in field while doing Roadway work - trying to negotiate with subcontractor.	
05/06/26	77	Retaining wall ground improvements for increased bearing pressure requirements per geotech				\$ 114,728	Allowance 1		Geotech report specified a 3,000 PSI bearing capacity for soils -- wall required a 4,000 PSI and 3,500 PSI area - leading to specified geotechnical recommendations to adjust an over-excavated area - backfill with stone and geogrid foundation.	E: ALLOWANCE RECONCILIATION
05/06/26	78	Removal of irrigation system above/below retaining wall				\$ (2,373)	Allowance 1	7/1/2026	Based on submittal review - approved from design side (civil).	D: VE
06/03/26	79	Additional hydroseeding and SWPPP over master development				\$ 5,056	Accepted	7/1/2026	Directed by Olson and approved by Bellevue	H: DEVELOPER REQUESTED CHANGES
06/29/26	80	Additional hydroseeding and SWPPP over master development - 2025.06.18				\$ 16,350	Accepted	7/2/2026	Directed by Olson and approved by Bellevue	H: DEVELOPER REQUESTED CHANGES

ARCO/Murray National Holdings, Inc.
3113 Woodcreek Drive
Downers Grove, 60515
Phone: (331) 251-2726

Project: ENT149 - Bellevue Bay Water Park
Northwest Corner of US Route 34 and US Route 75
Bellevue, Nebraska 68005
Phone: 331-251-2726
Fax: 331-251-2727

DRAFT

Owner - Mattel initial cost

TO:	City of Bellevue Nebraska - Bellevue, NE Municipality 1500 Wall Street Bellevue Nebraska, 68005	FROM:	ARCO/Murray National Holdings, Inc. 3113 Woodcreek Drive Downers Grove 60515
PCO NUMBER	007	CONTRACT:	ENT149 - Bellevue Bay Water Park
STATUS:	Draft	CREATED BY:	Santiago Martinez (ARCO/Murray National Industrial)
SCHEDULE IMPACT:	0 days	CREATED DATE:	8/11/2026
		TOTAL AMOUNT:	\$742,703.00

POTENTIAL CHANGE ORDER DESCRIPTION:

Per the cost so far on Mattel changes we need to reconcile in order to proceed with construction. Overall costs tracked to date for all things specific ONLY to Mattel is attached and below summary for the cost included in this CO

ARCO – Executed Costs to Date: scope completed / performed / procured: \$729,749
ARCO – Costs Proceeding With: scope to be completed / performed / procured: \$1,557,569
Grand Total – Combined Executed & Costs to Proceed With – ARCO = \$2,287,318
Less ARCO costs already signed in PCCO #2: \$1,544,615
Current PCCO amount owed to ARCO: \$742,703

Grand Total:	\$742,703.00
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ATTACHMENTS:

[Bellevue Bay Indoor Water Park - Alternate Log - MATTEL IMPACTS ONLY - 2026.07.15.pdf](#)

By signing this Potential Change Order, Owner authorizes Contractor to complete the revised scope of work at the estimated cost shown, recognizing that costs or Contact Time may be further adjusted, as needed, in the final Change Order.

City of Bellevue Nebraska - Bellevue, NE

ARCO/Murray National Holdings, Inc.

SIGNATURE

DATE

SIGNATURE

DATE

Change Order Summary by Source

G: AHI REQUESTED CHANGES, \$: -
F: ALLOWANCE, \$: -
H: DEVELOPER REQUESTED CHANGES, \$: -
I: UNFORESEEN CONDITIONS, \$: -
J: VE, \$: -
K: OWNER REQUESTED CHANGES, \$: -
L: OWNER REQUESTED CHANGES, \$: -
M: OWNER REQUESTED CHANGES, \$: -
N: OWNER REQUESTED CHANGES, \$: -
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V: OWNER REQUESTED CHANGES, \$: -
W: OWNER REQUESTED CHANGES, \$: -
X: OWNER REQUESTED CHANGES, \$: -
Y: OWNER REQUESTED CHANGES, \$: -
Z: OWNER REQUESTED CHANGES, \$: -

F: ARCO ABSORBED CHANGES, \$: -

B: OWNER DWG ERRORS (K/V), \$: -

GMAX Presentation Value	\$ 10,000,000
Accepted Prior to Signed Contract & Allowance Adjustments	\$ -
Total Contract Value	\$ 10,000,000
Accepted Changes	\$ -
Disallowed Changes	\$ -
ARCO Absorbed Changes	\$ -
Pending Cost Changes	\$ 12,434,432
CO1	\$ -
CO2	\$ -
CO3	\$ -
CO4	\$ -
CO5	\$ -
CO6	\$ -
CO7	\$ -
CO8	\$ -
CO9	\$ -
CO10	\$ -
Current Total Contract Value	\$ 10,000,000

Change Type (A-H)	Total
A: OWNER REQUESTED CHANGE	\$ -
B: OWNER DWG ERRORS (K/V)	\$ -
C: UNFORESEEN CONDITIONS	\$ -
D: VE	\$ -
E: ALLOWANCE RECONCILIATION	\$ -
F: ARCO ABSORBED CHANGES	\$ -
G: AHI REQUESTED CHANGES	\$ -
H: DEVELOPER REQUESTED CHANGES	\$ -

	Projected ARMA
Current contract value	\$ 10,000,000
Approved items to date	\$ -
Allowance final cost reconciliation	\$ -
Pending items (likely to be approved/accepted)	\$ -
PROJECTED TOTAL CONTRACT VALUE (w/o Mate)	\$ 10,000,000

01/01/2025	MAJOR CHANGES	1	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	2	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	3	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	4	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	5	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	6	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	7	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	8	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	9	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	10	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	11	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	12	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	13	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	14	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	15	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	16	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	17	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	18	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	19	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	20	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	21	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	22	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	23	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	24	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	25	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	26	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	27	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	28	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	29	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	30	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	31	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	32	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	33	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	34	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	35	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	36	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	37	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	38	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	39	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	40	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	41	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	42	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	43	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	44	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	45	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	46	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	47	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	48	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	49	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	50	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	51	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	52	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	53	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	54	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	55	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	56	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	57	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	58	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	59	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	60	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	61	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	62	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	63	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	64	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	65	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	66	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	67	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	68	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	69	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	70	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	71	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	72	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	73	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	74	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	75	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	76	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	77	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	78	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	79	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	80	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	81	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	82	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	83	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	84	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	85	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	86	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	87	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	88	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	89	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	90	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	91	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	92	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	93	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	94	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	95	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	96	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	97	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	98	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	99	10,000,000	NO ADDITIONAL CHANGES
01/01/2025	MAJOR CHANGES	100	10,000,000	NO ADDITIONAL CHANGES

Allowances	Description	Starting Value	Allowance Adjustments	Cost Spent to Date w/o OH/P	Remaining Value w/o OH/P	Pending Costs w/o OH/P	Net Allowance (Over/Under)
Allowance 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 8		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 10		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 11		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allowance 12		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Combined Net Allowance (Over/Under)							\$ -

Date	Item #	Description	Low Range	High Range	Total Cost	Status/Allocation	Decision Date	Comments	Change Type (A-H)	Phase Implementation	Cost Committed?
05/06/26	1	Removal of rock-work throughout water park - activity pool			\$ (120,500)	Pending				1	Yes - already executed
05/06/26	2	Removal of rock-work throughout water park - lazy river			\$ (847,500)	Pending				1	Yes - already executed
05/06/26	3	Builders Risk Insurance - discussed to be part of Master budget			\$ 980,715	Pending		Executed within PCO #2		2	Yes - already executed
05/06/26	4	Expansion of OA structure by (2) bays - OA structure/assembly			\$ 1,183,900	Pending		Executed within PCO #2		1	Yes - already executed
05/06/26	5	Change of North gable end glass to be colored			\$ 135,000	Pending				1	Yes - already executed
05/06/26	6	Updates to E wall of OA structure for additional double doors - OA F/I			\$ 10,360	Pending				1	Yes - already executed
05/06/26	7	Added downspouts storm line connections and underground for OA (2) bay expansion			\$ 5,876	Pending				1	Yes - ARCO proceeding now
05/06/26	8	Grading/sidewalk/paving updates for OA expansion	\$ 5,700	\$ 7,500	\$ -	Pending				1	Yes - ARCO proceeding now
05/06/26	9	Landscaping updates for OA expansion	\$ 3,400	\$ 4,500	\$ -	Pending				1	Yes - ARCO proceeding now
05/06/26	10	Foundation concrete updates for OA (2) bay expansion	\$ 6,200	\$ 8,200	\$ -	Pending				1	Yes - already executed
05/06/26	11	REV9 drawing updates for basement underground plumbing updates			\$ 21,567	Pending				1	Yes - already executed
05/06/26	12	Expansion of sprinkler system for (2)-bay expansion			\$ 53,084	Pending				1	Yes - already executed
05/06/26	13	Addition/expansion of sprinkler heads under added LF of overhead ruckwork	\$ 28,300	\$ 37,400	\$ -	Pending				1	Yes - just not proceeding yet
05/18/26	14	OWNER - WW slide updates - Group A & Group B - Group A (KAP replacement, standard AQT & custom AQT additions, re-coloring BOMs, custom AQT design, steel paint re-procurement) - Group B (Custom AQT addition & design, re-coloring BOMs, re-theming design, re-painting steel)			\$ 437,729	Pending				1	Yes - Owner proceeding now
06/01/26	15	Custom theming packages for indoor Water Park - Nova/Themse/WhiteWater	\$ 3,805,300	\$ 4,371,200	\$ -	Pending				1	No
06/01/26	16	AHIU enlargement - ductwork enlargement/reduction/routing/sizing updates			\$ 501,170	Pending				1	Yes - ARCO proceeding now
06/01/26	17	OWNER - HBA/KNO/Other designer design costs			\$ 400,000	Pending				1	Yes - already executed - Owner
06/01/26	18	OWNER - MA Engineering fees			\$ 190,000	Pending				1	Yes - already executed - Owner
06/01/26	19	OWNER - MA Creative fees			\$ 650,000	Pending				1	Yes - already executed - Owner
06/04/26	20	Blue Mar equipment updates - Matze			\$ 314,554	Pending				1	Yes - ARCO proceeding now
06/04/26	21	PHASE (2) - OUTSIDE ORIGINAL SCOPE - Blue Mar equipment updates - Matze - Barbie Dream House (PHASE 2) Specific			\$ 182,822	Pending				1	No
06/08/26	22	Aquatic updates based on 100% CD coordination set dated 5/15/26 - Activity Pool, Water Walk, Wet Play, River Course, Flow Rider, Surge Tanks, Wave Pool, Mechanical Room			\$ 836,738	Pending				1	Yes - ARCO proceeding now
06/08/26	23	Aquatic updates based on 100% CD coordination set dated 5/15/26 - Wave Pool - Piping and rough plumbing for outdoor future Barbie/Body slide ONLY			\$ 100,231	Pending				1 and 2	Yes - ARCO proceeding now

Bellevue Bay Water Park
Alternates Log

7/15/2025

06/29/26	24	OWNER --- Additional aquatic design for pump room and blue duct coordination				\$	15,000	Pending
06/29/26	25	Added MCC section & revised MCC design from 5/15/26 MA coordination set for added pump room equipment. Also includes updates to LDF panel from this drawing set.				\$	78,923	Pending
06/29/26	26	OWNER --- Additional WW design for wet play tipping bucket analysis				\$	7,500	Pending
06/29/26	27	OWNER --- Additional WW furnish/install items that are EXCLUDED in item (15) above --- Group B Mattel guardrail graphics (procurement + application), life floor redesign, procurement & install of additional surface wren, splash pad sculptures, custom tipping bucket, Lazy river sculpt, Flow Rider, Supplier storage charges (TRD) --- changed to 50 since this is now accounted for in the overall theming cost/budget above	\$		\$			Pending
06/30/26	28	OWNER --- Additional WW - supplier storage charges	\$	22,600	\$	28,900		Pending
06/29/26	29	PHASE (2) - OUTSIDE ORIGINAL SCOPE --- Mattel updates - BOH (signage/paint/graphics/entrance lobby reconfiguration)	\$	282,500	\$	173,600		Pending
06/29/26	30	PHASE (2) - OUTSIDE ORIGINAL SCOPE --- Mattel updates - Phase (2) Outdoor Water Park	\$	1,412,100	\$	1,668,000		Pending
06/29/26	31	OWNER --- FFE updates	\$	395,100	\$	523,000		Pending
06/29/26	32	General Conditions & General Requirements for full time PM to manage Mattel scope/budget/schedule/execution				\$	100,000	Pending
06/29/26	33	Contingency				\$	250,000	Pending
06/29/26	34	Remaining Budget Allocation for \$10MM budget - PHASE 1 ONLY				\$	631,853	Pending
07/15/26	35	Proposed floor finish changes within interior water park - sundex updates	\$	73,100	\$	97,100		Pending

Zero'd out - this cost has been moved into the overall cost/analysis line for custom theming packages above (number 15)

Laundry list of items - trench drain updates, concrete coating and other flooring updates, blue duct adjustments, lighting/power changes, etc.

Laundry list of items - trench drain updates, concrete coating and other flooring updates, blue duct adjustments, lighting/power changes, other finish adjustments, addition Barbie Bar K&Q and core trade (framing/masonry/MEPs), additional planting beds and concrete CIP planters, LV adjustments, etc. --- does NOT include anything for BOH updates or Phase 2 outdoor water park updates

1	No
1	Yes - already executed
1	No - pending theming review
1	No
1	No
2	No
2	No
1	No
1	Partially
1	No
1	UPCOMING
1	No

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/1/2026

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING	☐
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER	☐

SUBJECT:

Gas Main Extension Agreement with Metropolitan Utilities District on the install of plastic gas main in Bellevue Entertainment District Subdivision NW of Hwy 75 & Hidden Valley Dr. (Platteview Rd.) to serve lots 2 & 4.

SYNOPSIS/BACKGROUND:

Contractor will install 960'+/- of 4" 60# plastic gas main in the Bellevue Entertainment District Subdivision NW of HWY 75 & Hidden Valley Dr. (Platteview Rd.) to serve lots 2 & 4 as shown on Exhibit "A" in the amount of \$13,378.00.

FISCAL IMPACT:: \$13,378.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: MUD	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Gas Main Extension Agreement		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Entertainment District		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Bellevue Entertainment District	CIP PROJECT NUMBER: CIPPW26(06)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7020	ACCOUNT NUMBER: 10-10-7020	

RECOMMENDATION:

City Council to approve and authorize Mayor to sign the Gas Main Extension Agreement between City of Bellevue and MUD to install plastic gas main in Bellevue Entertainment District Subdivision not to exceed the amount of \$13,378.00.

ATTACHMENTS:

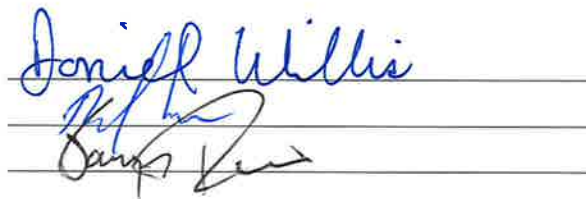
1. Agreement	2. Exhibit A	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



GAS MAIN EXTENSION AGREEMENT

District Group No. GP2964

District Job No. 100060001539

THIS AGREEMENT is entered into on _____ between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District"), and City of Bellevue, ("Developer"). In consideration of the mutual promises stated in this Agreement, the District and Developer agree as follows:

1. In consideration of the Developer's payment to the District of Thirteen Thousand Three Hundred Seventy-Eight 00/100 Dollars (\$ 13,378), which is the estimated difference in cost between the cost of the equivalent-size mains required by the District and the Developer's allowed revenue credits, receipt of which will be acknowledged by the District upon receipt, the District shall install as soon as is reasonably possible,

Install 960'+/- of 4" 60# plastic gas main in Bellevue Entertainment District Subdivision NW of HWY 75 & Hidden Valley Dr. (Platteview Rd.) to serve lots 2 & 4

as shown on the attached plat marked Exhibit "A", together with appurtenances as the District may deem necessary ("main" or "mains").

The total estimated cost of installing the main is \$ 41,989 , of which cost the District shall assume \$ 28,611 .

2. The Developer shall not be eligible for refunds collected from later connections to the gas main for real property that was considered in the original economic feasibility study and described as follows:

- Lots 2 & 4 - Bellevue Entertainment District

3. This Agreement does not guarantee a supply of gas to any properties abutting the mains installed under this Agreement if such connections conflict with the District's Gas Rules and Regulations, which are subject to change at the discretion of the District's Board of Directors.

4. The Developer shall encourage the use of natural gas for water and space heating fuel in the subdivision or on property to be served under this Agreement. The Developer shall impose no covenants or restrictions in the subdivision or on the property that restrict or adversely affect the use of natural gas supplied by the District through this main extension. The District's calculation of the economic feasibility of this main installation is based upon the use of space heating for all lots in the subdivision. Upon the District's determination that a lot is using another energy source for space heating, the Developer shall pay to the District any stranded main costs calculated by the total cost of the main divided by the number of lots within the subdivision.

5. The Developer shall not change the location of the street(s) over which it has control, if any, as shown in Exhibit "A". The Developer shall prepare the right-of-way to final grade before the main is installed and shall not change the grade of the street(s) after the main installation. If, within five (5) years from date the main is placed into service, the District deems it necessary to relocate, lower or raise the grade of all or any part of the main resulting from the Developer's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Developer shall pay the District's costs of raising, lowering or relocating the main.

6. This Agreement, and any gas supplied in connection with it, is subject to all applicable curtailment orders, all applicable statutes and rules and regulations regarding the use of gas.

7. The main shall be the property of and under the exclusive control of the District.

8. This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Developer cancels this Agreement or fails to perform under it, the Developer shall pay the District's design costs, and all other costs and expenses incurred.

9. The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair, or maintenance of the District's mains. The Developer shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to, or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. Developer shall indemnify and hold harmless the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal

10. This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

11. Developer shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Developer does so, the District may remove any landscaping necessary for installation of the gas mains. Developer shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

12. If the main installation is delayed by severe cold weather or when there is more than eight inches (8") of frost in the ground, the District shall not be required to work on the main installation without reviewing the Developer's available Revenue Credit or Developer's payment of additional compensation.

13. If the Developer elects to transport all or part of the Developer's system requirements within three (3) years after the date of this Agreement, the District shall not assess stranded pipeline/supply costs as described in current District Schedule FT or other equivalent schedules, no matter what type, quality or level of service Developer obtains or previously obtained from the District. If, for the first time, the Developer elects to transport all or a part of its system requirements after the three (3) year period, the Developer shall be assessed stranded pipeline/supply costs. If the Developer installs a service pipeline directly to an interstate pipeline or to another distribution company's pipeline to provide gas service to Developer's property and obtains all or part of its gas supply from that source, Developer shall pay to the District its potentially unrecoverable cost for the main installation based on the following:

$$(\text{Cost of installation} \div 10) \times (10 \text{ minus the number of years Developer was served exclusively by the District's main}) \times \text{percentage of the average daily contract requirements obtained through the non-District source.}$$

This amount shall be recomputed annually to reflect changes in the percentage of daily contract requirements.

DEVELOPER:

METROPOLITAN UTILITIES DISTRICT
OF OMAHA:

By: _____

By: _____
Senior Vice President, Operations

Title: _____

Date: _____

Date: _____

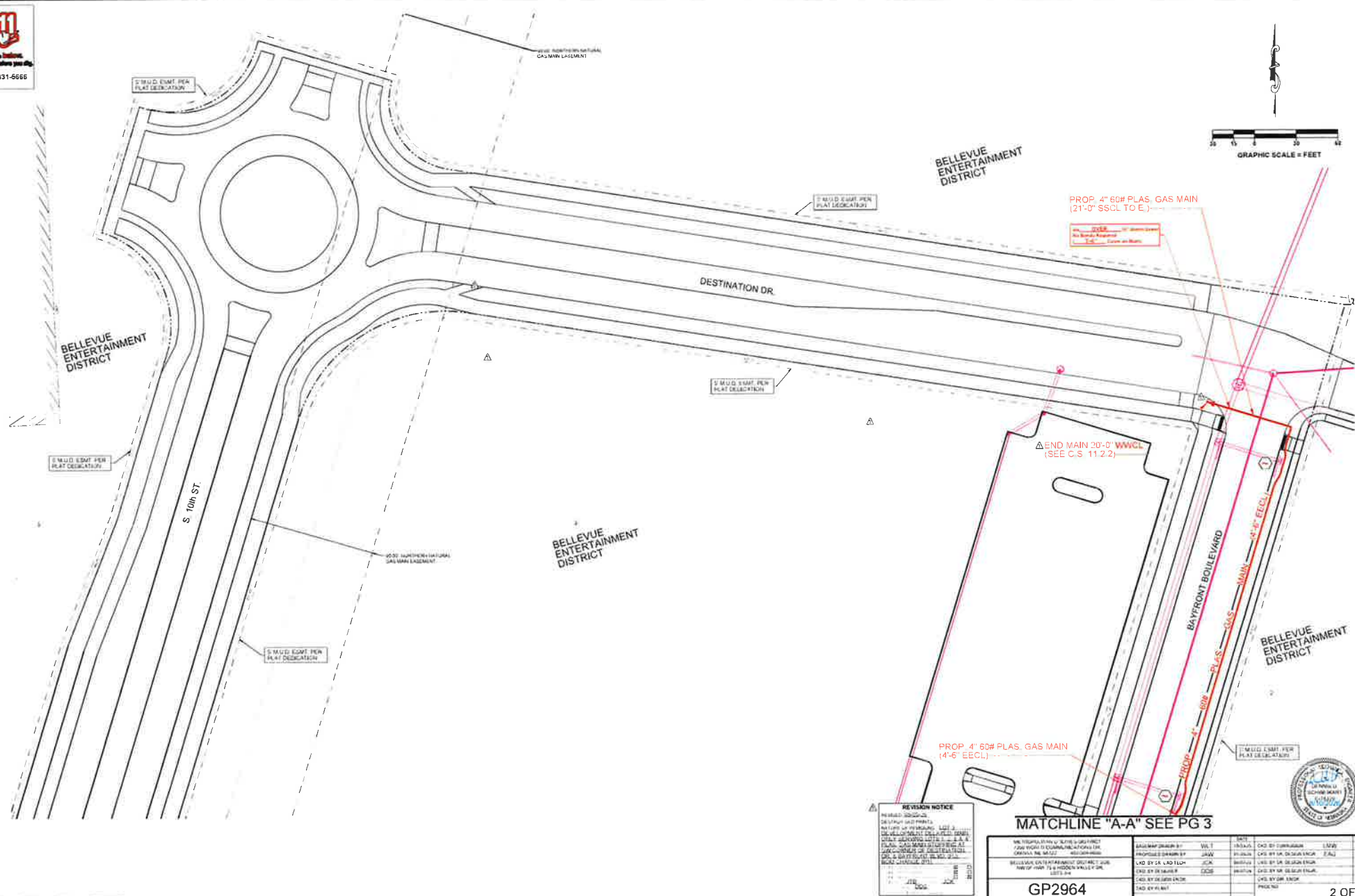
APPROVED AS TO FORM:

By:

Printed Name and address

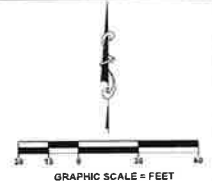
Senior Vice President, General Counsel

Phone Number: _____

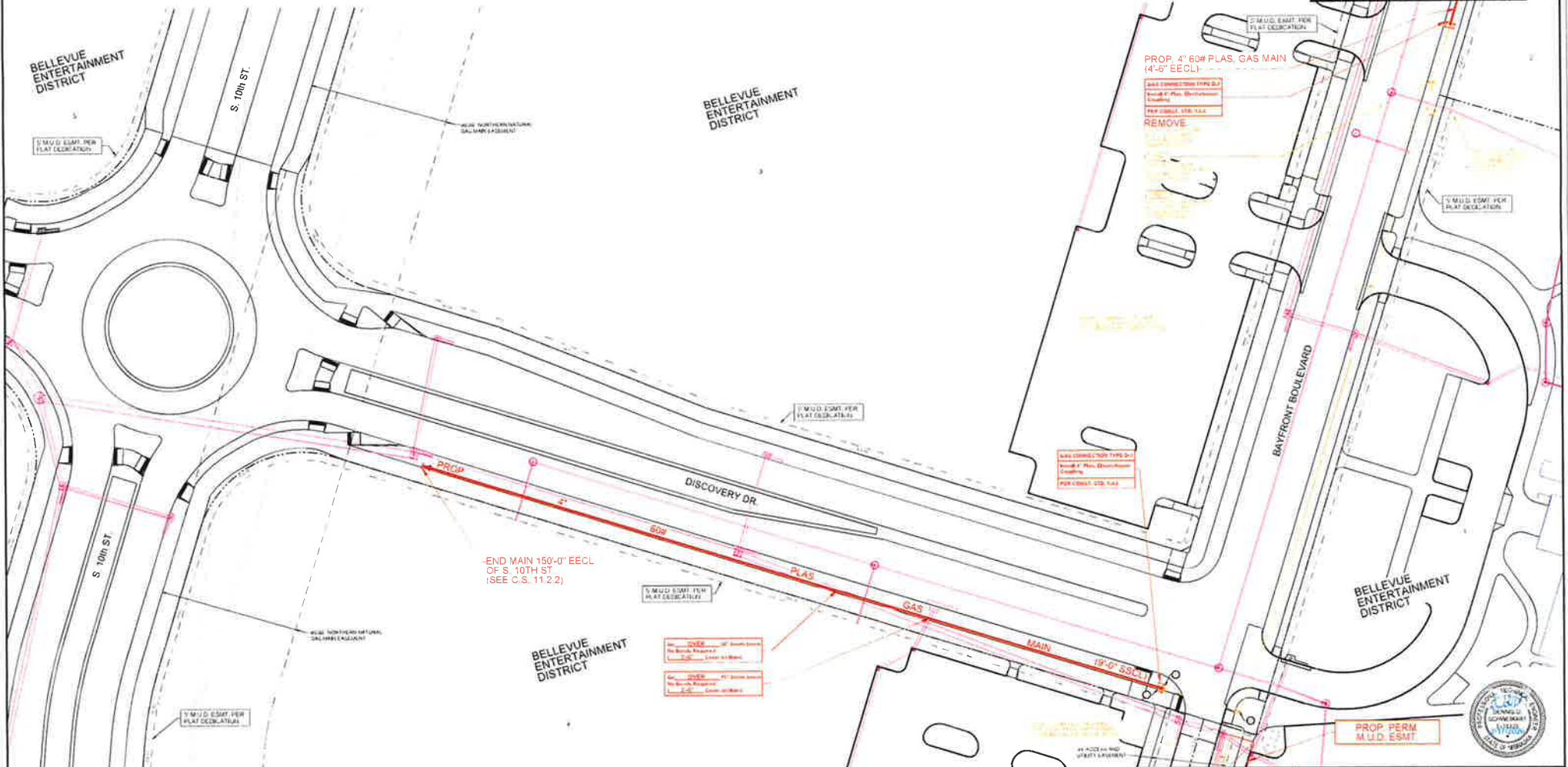
[illegible]



○
○
○ REMOVE



MATCHLINE "A-A" SEE PG 2



METROPOLITAN UTILITIES DISTRICT 7200 WORK & COMMUNICATIONS DR DALLAS, TX 75243		DATE	BY	CHKD BY	APP'D BY
BELLEVUE ENTERTAINMENT DISTRICT 200 1000 W. HOWE ST. & HIDDEN VALLEY DR DALLAS, TX 75243		12/15/24	JACK	CELE	CELE
GP2964		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE
		12/15/24	JACK	CELE	CELE

1. Engineering and Construction Services, Inc. (ECS) is not responsible for the accuracy of the information provided by the client.

METROPOLITAN UTILITIES DISTRICT

7350 World Communications Drive
Omaha, NE 68122

August 20, 2026

City of Bellevue
c/o David Goedeken
1500 Wall Street
Bellevue, NE 68005

Billing for Construction of Mains
Bellevue Entertainment District Subdivision Phase 2 (lots 2 & 4)
NW of HWY 75 & Hidden Valley Drive (Platteview Road)
MUD Project Numbers: **GP2964**
Invoice number: **100060001539**

Project Costs:

Gas Main Installation	13,378.00	\$ 13,378.00
Prior Payment Received (5-14-26)	(7,259.00)	(7,259.00)

Amount due

\$ 6,119.00

Send remittance to:

Nickie Brandis
Main Extension Coordinator
Metropolitan Utilities District
7350 World Communications Drive
Omaha, NE 68122

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
9/1/2026

COUNCIL MEETING DATE: 09.01.2026		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Seventh Amendment to Lease Agreement with Athletico Excel Nebraska, LLC.

SYNOPSIS/BACKGROUND:

Athletico Excel Nebraska, LLC desires to extend their Lease for approximate 3,775 square feet of space located at 2206 Longo Drive, Suite 211. Athletico Excel Nebraska has leased the space since September 23, 1997, as amended and supplemented. This is their 7th Amendment since 1997.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes.	COUNTER-PARTY: Athletico Excel Nebraska, LLC	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: Lease Amendment		
CONTRACT EFFECTIVE DATE: 08.01.2027	CONTRACT TERM: Seven (7) Years	CONTRACT END DATE: 07.31.2034
PROJECT NAME: N/A		
START DATE: N/A	END DATE: N/A	PAYMENT DATE: N/A
INSURANCE REQUIRED: Yes		
CIP PROJECT NAME: N/A	CIP PROJECT NUMBER: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Seventh Lease Amendment and Lease Commission Agreement with Athletico Excel Nebraska, LLC extending their lease effective August 1, 2027 for seven (7) years or until July 31, 2034.

ATTACHMENTS:

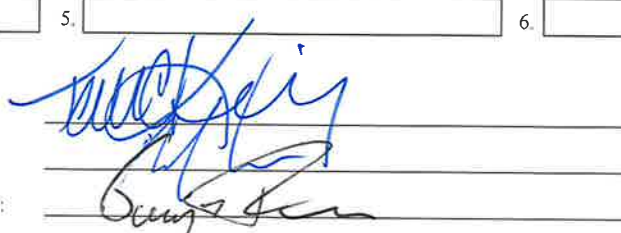
1. Seventh Amendment to Lease	2. Lease Commission Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SEVENTH AMENDMENT TO LEASE

This Seventh AMENDMENT TO LEASE (this “Amendment”) is made as of _____ (the “Effective Date”), by and between The City of Bellevue (the “Landlord”), and Athletico Excel Nebraska, LLC a Delaware limited liability company (the “Tenant”).

RECITALS

A. Landlord and Tenant are parties to the Lease dated September 23, 1997, as amended, supplemented, and otherwise modified thereafter (collectively, the “Lease”), for the approximate 3,775 square feet of space located at 2206 Longo Drive, Suite 211, Bellevue, NE 68005 (as more particularly defined in the Lease, the “Premises”); and

B. Landlord and Tenant desire to amend the Lease to extend the current term, as well as make certain other changes, all pursuant to the terms and conditions of this Amendment.

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

1. Incorporation; Definitions. The foregoing preamble and recitals, including all defined terms set forth therein, are hereby incorporated and made a part of this Amendment. Capitalized terms used but not defined herein shall mean as defined in the Lease.

2. Extension of Term. Landlord and Tenant hereby agree to and do extend the current term of the Lease for an additional period of seven (7) Lease Years, commencing on August 1, 2027, and expiring at 11:59 p.m. on July 31, 2034 (the “Extended Term”). As used herein, the term “Lease Year” means each and every consecutive twelve (12) calendar month period during the Extended Term (and any renewal thereof).

3. Base Rent. The Base Rent for the Extended Term shall be as follows:

Period	Annual Base Rent	Monthly Base Rent	PSF
8/1/2027 – 9/30/2027	-		\$0.00
10/1/2027 – 7/31/2028	-	\$4,876.04	\$15.50
8/1/2028 – 7/31/2029	\$59,456.25	\$4,954.69	\$15.75
8/1/2029 – 7/31/2030	\$60,400.00	\$5,033.33	\$16.00
8/1/2030 – 7/31/2031	\$61,343.75	\$5,111.98	\$16.25
8/1/2031 – 7/31/2032	\$62,287.50	\$5,190.63	\$16.50
8/1/2032 – 7/31/2033	\$63,231.25	\$5,269.27	\$16.75
8/1/2033 – 7/31/2034	\$64,175.00	\$5,347.92	\$17.00

4. Renewal Options. Tenant shall have two (2) options to extend the term of the Lease for an additional period of five (5) years each (each a “Renewal Option”; and the terms of such Renewal Options shall be referred to each as a “Renewal Term”), upon the terms and conditions set forth in the Lease, as amended hereby, except that the Base Rent for the Renewal Term shall be at Fair Market Value as defined below. Tenant shall provide notice to Landlord (the “Renewal Notice”) of Tenant’s exercise of a Renewal Option no later than nine (9) months prior to the expiration of the then current term of the Lease.

For purposes of this Lease, Fair Market Value ("FMV") shall mean the rental rate that a landlord and a tenant would agree to for space comparable in use, quality, size, age, and location in comparable retail properties within the same market area, negotiating at arm's length and taking into account all relevant market conditions as of the date of determination. In the event that Landlord and Tenant agree to determine rent, or any other monetary obligation of Tenant, based on FMV, then the parties shall each provide the other, within thirty (30) days, a good faith written determination of FMV together with reasonable supporting information, which may include market comparables, recent lease transactions for similar properties, and other customary valuation data. If the parties' respective FMV determinations differ by no more than 10–15%, the FMV shall be the average of the two determinations. If the determinations differ by more than such threshold, each party shall, within fifteen (15) days, appoint an independent licensed real estate appraiser with at least ten (10) years of experience valuing properties in the applicable market, and each appraiser shall independently determine FMV within thirty (30) days after appointment. The FMV shall then be the average of the two appraisers' determinations; provided that if the appraisals differ by more than 20%, the two appraisers shall jointly appoint a third qualified independent appraiser, whose determination shall be averaged with the determination of whichever of the first two appraisers is closest to it, and such average shall constitute the FMV. Each party shall bear the expense of the appraiser appointed by such party, and the cost of the third appraiser shall be borne equally by Landlord and Tenant. Notwithstanding the foregoing, if Landlord is a physician, medical provider, or other healthcare professional or entity subject to federal or state healthcare laws (including, without limitation, the federal Anti Kickback Statute, 42 U.S.C. §1320a 7b(b), or the federal Physician Self Referral Law (Stark Law), 42 U.S.C. §1395nn), the parties acknowledge and agree that all Rent and financial terms of this Lease must reflect FMV, shall not take into account the volume or value of any referrals, and must comply with applicable healthcare regulatory requirements. If any rent previously agreed upon under this Lease is subsequently determined not to reflect FMV as required by such laws, the parties shall promptly amend this Lease to adjust such rent to the FMV determined in accordance with this provision, applied prospectively only unless otherwise required by law. The FMV determined pursuant to this provision shall be final and binding on the parties.

5. Security Deposit. Landlord currently holds a \$3,593.54 security deposit, which Landlord shall continue to hold in accordance with the terms of the Lease.

6. Tenant Improvement Allowance. Landlord agrees that it shall pay to Tenant a sum of \$94,375.00 (the "Tenant Improvement Allowance") toward the cost of any Tenant improvements to the Premises, which amount shall be payable within thirty (30) days from the date Tenant has submitted to Landlord a written request for payment together with its proof of costs and a final lien waiver from Tenant's general contractor, if any. If Landlord fails to timely pay the Tenant Improvement Allowance to Tenant when due hereunder, then Tenant shall have the right but not the obligation to set off such amount from its next due rent obligations under the Lease.

7. Termination Option. Tenant shall have the one-time option to terminate the Lease (the "Termination Option") effective on July 31, 2032, with written notice from Tenant on or before October 31, 2031. If Tenant exercises the Termination Option, Tenant shall pay to Landlord a termination fee (the "Termination Fee") equal to the remaining unamortized balance of Brokers' commissions and Tenant Improvement Allowance paid by Landlord in connection with entering into this Amendment, amortized over the duration of the Extended Term at the rate of 4% per annum. Tenant shall pay the above Termination Fee within thirty (30) days following receipt from Landlord of Landlord's calculation and invoice therefore.

8. Insurance. Notwithstanding any terms of the Lease to the contrary, all insurance required to be maintained by Tenant pursuant to the terms of the Lease, as amended hereby, may be written on a claims made or occurrence basis, with commercially reasonable deductibles, and may be satisfied by the combination of primary and excess liability policies of insurance.

9. Vacating or Abandonment. Notwithstanding any terms of the Lease to the contrary, in the event Tenant elects to vacate or abandon the Premises, Tenant shall not be in default under the terms of this Lease so long as Tenant continues to maintain the Premises in the condition required hereunder, maintains all insurance required hereunder and otherwise pays and performs all obligations under this Lease on the part of Tenant. In the event Tenant does vacate or abandon the Premises, and Tenant's vacation or abandonment is not due to (a) a cessation of operations for a period not to exceed ninety (90) days as a result of the sickness, injury or death of the manager responsible for the day-to-day operations of Tenant's business in the Premises, (b) condemnation or casualty, (c) a period not to exceed ninety (90) days for remodeling, renovating or reconstructing the Premises, or (d) any other matter beyond Tenant's reasonable control, Landlord shall have the option to terminate this Lease upon sixty (60) days' prior written notice to Tenant whereupon each party shall be released and relieved of any and all further obligations under this Lease, except for obligations which have accrued prior to such termination and which remain unpaid as of the date of such termination; *provided, however*, if Tenant shall reoccupy the Premises before the expiration of said sixty (60) day period after receipt of such termination notice from Landlord, Landlord's right to terminate shall be null and void and this Lease shall continue in full force and effect. Nothing herein contained shall be deemed to constitute an obligation on the part of Tenant to conduct business at any time or from time to time or to open for business in the Premises.

10. Condition of Premises. As of the Effective Date, Landlord represents and warrants to Tenant that (a) it has not received any notice of violation of any governmental code, law, ordinance or regulation, including, without limitation, the Americans with Disabilities Act and any applicable environmental laws with respect to the property, Premises or building, and (b) the property, Premises and building are in compliance with all existing laws and building codes (including, without limitation, any requirement to install a sprinkler system), and (c) Landlord is not aware of any adverse conditions with respect to the property, Premises or building. To the extent that there is a violation or non-compliance or to the extent that remediation of an environmental condition is necessary, then any work necessary to bring into compliance or to remediate such environmental condition shall be completed by Landlord at Landlord's sole cost and expense and shall not be subject to reimbursement.

11. HVAC. Tenant shall be responsible for ordinary repairs and general maintenance (but not replacements) of each heating, ventilating and air-conditioning units and systems that exclusively serve the Premises (the "HVAC"); *provided, however*, that Tenant's financial responsibility for all such ordinary repairs and general maintenance of the HVAC shall not exceed, in the aggregate, a sum of Five Thousand and 00/100 Dollars (\$5,000.00) per lease year (the "HVAC Cap"), the excess of which shall be paid for by Landlord (directly to the HVAC vendor, or by reimbursement payment to Tenant where applicable), at Landlord's sole cost and expense and within thirty (30) days following receipt of an invoice therefore from Tenant. Landlord shall be responsible for replacement of the HVAC at Landlord's sole cost and expense. Tenant, at its sole cost and expense, shall enter into and keep in force at all times a bi-annual maintenance agreement with a qualified HVAC contractor to perform maintenance to the HVAC in accordance with general industry standards inclusive of customary replacement of standard filters, belts and fans.

12. Parking. Landlord agrees that the **four** (4) parking spaces in the locations as depicted on **Exhibit A** attached hereto as "Designated Parking" shall be designated by Landlord for the exclusive use of Tenant, its employees, guests and invitees. Tenant shall designate such spaces for such exclusive use by way of signage installed by Tenant at Tenant's sole cost and expense (which signage will be removed by Tenant at the expiration or earlier termination of this Lease).

13. Estoppel. No Operating Expenses or Taxes (other than reconciliations for the current year hereof) are outstanding or payable by Tenant for any period prior to the Effective Date hereof and, to the extent any such amounts are outstanding, they are hereby waived by Landlord.

14. Right of First Refusal. Landlord hereby grants Tenant an ongoing right of first refusal ("Right of First Refusal") to lease any contiguous rentable square feet of space at the Property that becomes available during the Term or any Renewal Term of this Lease. At the time a "bona fide" third party offers to lease the Right of First Refusal space, Landlord shall provide Tenant with written notice of such offer and Tenant will be given the opportunity to lease the space on the same terms and conditions as such third party's offer. Tenant shall have seven (7) business days from the date of receipt of such notice to exercise its Right of First Refusal. If Tenant fails to provide Landlord with notice of its interest to exercise the Right of First Refusal within the time frame provided, such Right of First Refusal shall be deemed to have been waived with respect to such offer only.

15. No Landlord Lien. Notwithstanding and terms of the Lease to the contrary, Landlord hereby waives any statutory or common law lien it may have on Tenant's equipment, trade fixtures, furniture or other personal property.

16. Brokers. Landlord and Tenant represent and warrant to the other that they have dealt only with Swearingen & Milford Real Estate (the "Tenant's Broker") and CBRE (the "Landlord's Broker"; together with Tenant's Broker, the "Brokers") in connection with this Amendment and that, insofar as they know, no other party is entitled to any commission in connection with this Amendment. Landlord will pay any commission owed to the Brokers, per a separate written agreement between the Brokers and Landlord. Landlord will indemnify and defend Tenant from and against all claims (and costs of defending against and investigating such claims) of the Brokers and any other broker or similar parties claiming under Landlord in connection with this Amendment.

17. Notices. All notice and other correspondence in connection with the Lease shall be in writing and sent to the parties at the following addresses:

If to Tenant: Athletico Management, LLC
2122 York Road, Suite 300
Oak Brook, Illinois 60523
Attn: Real Estate Department

With a copy to: Athletico Management, LLC
2122 York Road, Suite 300
Oak Brook, Illinois 60523
Attn: Legal Department

If to Landlord: City of Bellevue
1500 Wall Street,
Bellevue, NE 68006
Attn: City Administrator

With a copy to: OMNE Partners
2819 South 125th Avenue, Suite 252
Omaha, NE 68144

18. Miscellaneous.

(a) Landlord and Tenant each represents and warrants to the other that (i) as of the Effective Date, no breach or uncured default by the other party has occurred with respect to the Lease and that the Lease, except as modified by this Amendment, is in full force and effect, (ii) the

person executing this document on its behalf has the full power and authority to do so, and (iii) it has obtained all consents required for entering into this Amendment.

(b) Except as modified by this Amendment, the Lease and all the terms, covenants, conditions, provisions and agreements thereof are hereby ratified, confirmed and approved by both the Landlord and Tenant. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. This Amendment contains the entire understanding between the parties with respect to the matter contained herein. The Lease, and this Amendment, may be further modified or amended only if set forth in writing signed by both Landlord and Tenant. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile and other digital image signatures (*e.g.*, pdf, DocuSign, etc.) shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date and year first set forth above.

LANDLORD:

The City of Bellevue

By: _____

Name: _____

Its: _____

TENANT:

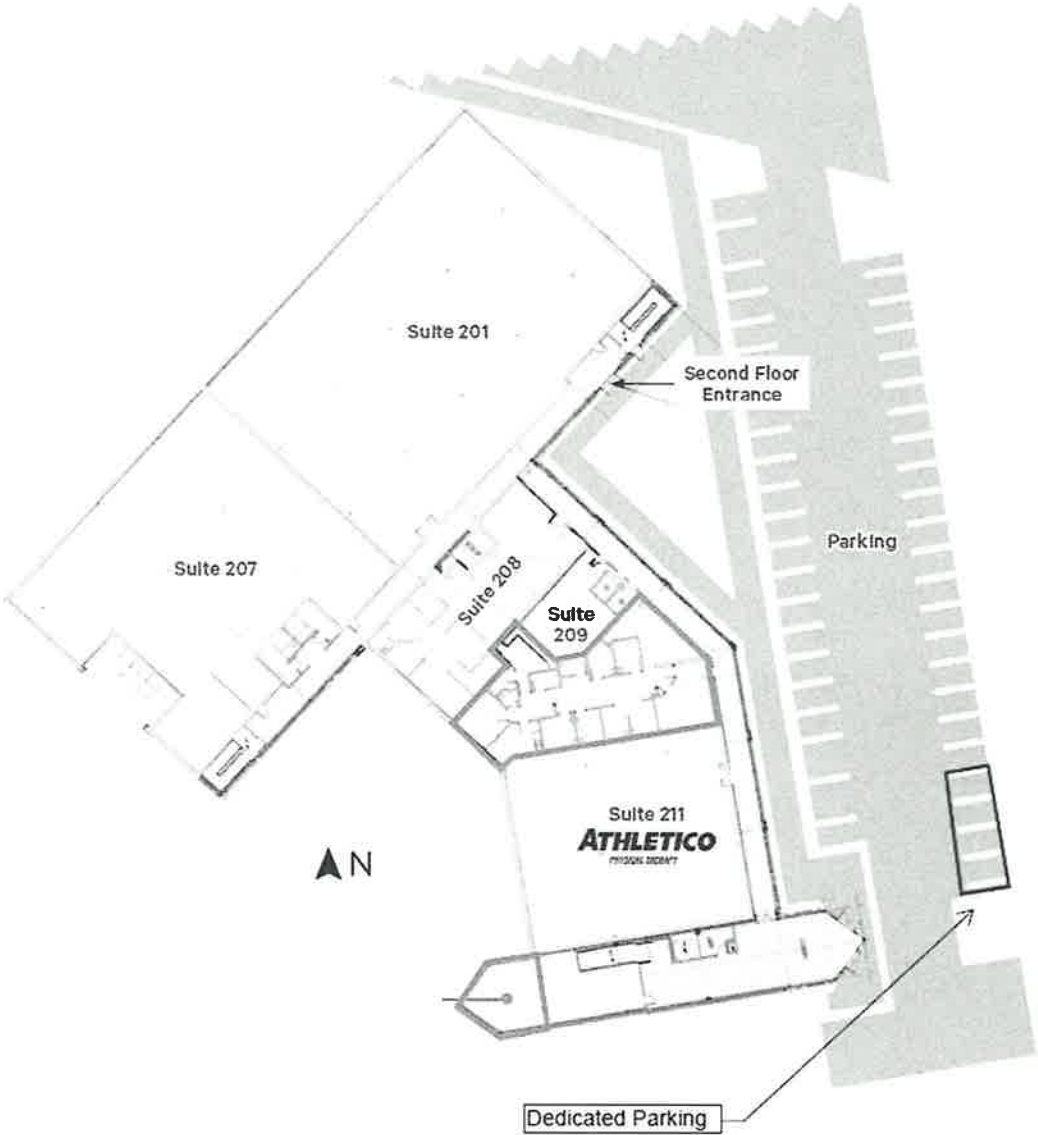
Athletico Excel Nebraska, LLC

By:  _____
00C98DE43D7A4A1...

Name: Benjamin Libby

Its: Associate General Counsel

Exhibit A
Dedicated Parking



LEASE COMMISSION AGREEMENT

This Lease Commission Agreement (the "Agreement") is entered into as of _____, by and between The City of Bellevue c/o OMNE Partners ("Owner") and Swearingen Realty Group, LLC ("Tenant Co-Broker") and Milford Real Estate ("Tenant Co-Broker")(collectively "Tenant Broker").

The following provisions are true and correct and form the basis for and constitute a part of this Agreement:

A. Owner is represented by CBRE ("Landlord Broker") in regard to the negotiation of a lease at 2206 Longo Drive, Suite 211, Bellevue, NE 68005 (the "Building").

B. Tenant Broker has presented the real estate needs of Athletico Physical Therapy and/or its affiliates (the "Tenant") to Owner and has and will render services on behalf of Tenant in connection with the leasing of retail/office space to the Tenant.

C. Owner has agreed to pay Tenant Broker a real estate commission in consideration for services rendered and to be rendered on behalf of Tenant in consummating an amendment to lease ("Lease") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Agreement to Pay Commission.** Owner hereby agrees to pay a real estate commission (the "Commission") to Tenant Broker in a sum equal to three percent (3%) of the Gross Rent to be paid during the Lease term as shown in the Lease
2. **Payment of Commission.** The Commission shall be due and payable to Tenant Broker through Tenant Broker's local Co-Broker, at their Nebraska office in cash/check form in full upon execution of the Lease by Owner and Tenant.

In the event Owner does not pay amounts as due hereunder, Tenant shall have the ability to pay Tenant Broker and deduct from rent as it comes first due. In no event will Broker be required to refund to Owner any portion of the Fee due to Tenant's default or lack of performance of any of its obligations under the Lease.

{Execution Page to Follow}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

OWNER:
The City of Bellevue c/o OMNE Partners

Signature: _____

Name (Print): _____

Title: _____

Date: _____

TENANT CO-BROKER:
Swearingen Realty Group, LLC

Signature: _____

Name (Print): Luke Paterson

Title: Senior Vice President

Date: _____

TENANT CO-BROKER:
Milford Real Estate

Signature: _____

Name (Print): _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
9/1/2026

COUNCIL MEETING DATE: September 1, 2026		SUBMITTED BY: Library Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Project to enhance the patio area on the west concrete pad area of the library

SYNOPSIS/BACKGROUND:

The concrete patio on the west end of the library is an attractive, alternative space to be used by patrons and for programming. With the addition of shade to the areas and outdoor tables that include ADA accessibility, plus a new waste barrel and bike rack, the space can make an impactful addition to the space to meet the needs of patrons and to support library programming.

FISCAL IMPACT: \$34,938 BUDGETED FUNDS: CIP GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Contract with Creative Sites LLC, Omaha, NE (sole source)		
CONTRACT EFFECTIVE DATE: Sept. 2, 2026	CONTRACT TERM: Upon completion	CONTRACT END DATE:
PROJECT NAME: Shading project at library		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Shading patio project for the library		INSURANCE REQUIRED:
CIP PROJECT NUMBER: LI 26 (1)		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approval to complete the shading and patio project at the library. This is a sole source contract with Creative Sites, who also installed the memorial benches along the walk to the library entrance. Features in this project will match the look and style of the benches to give an overall, unified appearance. The project is under the \$100,000 estimated cost.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




QUOTATION



Creative Sites, LLC

11506 Pierce Street
Omaha, NE 68144
402-614-4606

Date: August 11th, 2026

Customer: Bellevue Public Library
Attn: Julie Dinville
2206 Longo Dr., Suite 100
Bellevue, NE 68005

Project: Library Improvements

BCI Burke Company

2 ea. 16'x16'x10' Shadeplay Max Pyramid SM	\$12,650
4 ea. Pedestal Table	\$8,732
1 ea. ADA Pedestal Table	\$1,829
1 ea. Litter Container w/ Metal Dome	\$826
Pivot Bike Rack	\$571
Freight	\$1,980
Installation	<u>\$8,350</u>
Total	\$34,938

**Delivery is 4-6 weeks ARO.
**This quotation is good for 90 days.
**Terms are net 30.
**Sales tax is not included.

Julie Kutilek
Creative Sites, LLC

Accepted by

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9/1/26		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Renewal of Cellebrite license

SYNOPSIS/BACKGROUND:

Renewal of software license used daily in BPD Cyber Crimes Unit. The renewal is in amount of \$40,270.00 for three licenses and is good for one year.

FISCAL IMPACT: \$40,270.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION: Agreement		
CONTRACT EFFECTIVE DATE: 11/10/26	CONTRACT TERM: 1 year	CONTRACT END DATE: 11/9/27
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 the purchase with Cellebrite Inc. to purchase three software licenses for use in the Bellevue Police Department's Cyber Crimes Unit, in an amount not to exceed \$40,270.00.

ATTACHMENTS:

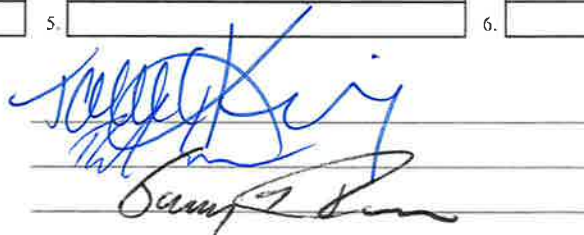
1. Quote from Cellebrite Inc.	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Cellebrite Inc.
1861 International Drive, 3rd Floor
McLean VA 22102

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
www.cellebrite.com

Quote

Quote#: Q-521553-1

Date: Jul 11, 2026

Billing Information

Bellevue Police Department (NE)
1510 Wall Street
Bellevue, Nebraska 68005
United States

Contact: robert page
Phone: 4029172180

Delivery Information

robert page
1510 Wall Street
Bellevue, NE 68005
United States

Contact: robert page
Phone: 4029172180

Wire To:

Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):

Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Bellevue Police Department (NE)

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00044514	Sep 17, 2026	Net 30	USD	Caleb Coughlin

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price \Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	2	Nov 10, 2026	Nov 09, 2027	9,250.00	18,500.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	2	Nov 10, 2026	Nov 09, 2027		
3	S-UFD-20-006	Inseyets Pro PA Subscription	2	Nov 10, 2026	Nov 09, 2027		
4	B-CNR-05-001	Inseyets Online Pro	1	Nov 10, 2026	Nov 09, 2027	9,250.00	9,250.00
5	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Nov 10, 2026	Nov 09, 2027		
6	S-UFD-20-006	Inseyets Pro PA Subscription	1	Nov 10, 2026	Nov 09, 2027		
7	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	Nov 10, 2026	Nov 09, 2027	313.00	12,520.00

SubTotal	USD 40,270.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 40,270.00

Comments:

Quote Number: Q-521553-1

Prepared by Allison Asta

Page 1 of 2

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this Quote/Proforma Invoice, or downloading and/or using the products identified in this Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)

- General: The following terms shall apply to any product at <https://cellebrite.com/en/legal/public-sector/us/general-terms/>

- SaaS: The following terms apply to Cellebrite SaaS Services at <https://cellebrite.com/en/legal/public-sector/us/saas-terms/>

***SALES TAX DISCLAIMER:** Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO

- CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Bellevue Police Department (NE)

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Allison Asta at allison.asta@cellebrite.com

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

**16g.
9/1/2026**

COUNCIL MEETING DATE: 09/01/2026		SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐		ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐		CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Approval of four year bargaining agreement with the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPMA expires on September 30, 2026. Negotiations were held to achieve a new agreement for the period of October 1, 2026 through September 30, 2028. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: \$235,754 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES		COUNTER-PARTY: BPMA	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CBA between the City and BPMA			
CONTRACT EFFECTIVE DATE: 10/01/2026		CONTRACT TERM: 2 years	CONTRACT END DATE: 09/30/2028
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:		CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

Approve collective bargaining agreement with the Bellevue Professional Management Association for the term October 1, 2026 through September 30, 2028.

ATTACHMENTS:

1. BPMA Redlined Proposed Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

**AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
THE BELLEVUE PROFESSIONAL MANAGEMENT ASSOCIATION**

OCTOBER 1, 2025 TO SEPTEMBER 30, 2026

OCTOBER 1, 2026 TO SEPTEMBER 30, 2028

Commented [AD1]: TA 07/29/26

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AGREEMENT

This collective bargaining agreement (the "Agreement") is entered into this 1st day of October, 2024 2026 between the City of Bellevue, Nebraska (the "City"), and the Bellevue Professional Management Association (the "Union").

ARTICLE 1 UNION RECOGNITION

Section 1. The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.

Section 2. Excluded from the above referenced bargaining unit are any employees

- who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
- who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
- who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining.

Section 3. Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.

ARTICLE 2 NO DISCRIMINATION

Section 1. The City and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, or any other prohibited basis of discrimination under applicable local, state or federal laws.

Section 2. The parties agree that neither 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, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 3 NOTIFICATION

Section 1. Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the employee must notify the City promptly, 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 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 in good faith by any verifiable means including, but not limited to, telephone call to the last known telephone number, certified, return receipt requested mail to the employee's last known address, or e-mail transmission. Employees who are actively working will be notified in person, by hand delivery if the notice is in writing. Employees who are not actively working will be notified by any of the verifiable means described above. If the employee fails to respond to the notice or message relayed by the City within three (3) days, the City's obligation to the employee under this Agreement ceases.

ARTICLE 4 LABOR-MANAGEMENT COMMITTEE

Commented [AD2]: TA 07/06/26

Section 1. Purpose and Establishment

The City and BPMA agree to establish a standing Labor-Management Committee (LMC) to maintain open, ongoing communication on matters of workplace concern and mutual interest. The parties recognize that a codified forum for this dialogue supports a productive working relationship and the effective delivery of City services.

Section 2. Composition

The LMC shall consist of no fewer than two (2) and no more than four (4) representatives designated by each party. The City's representatives shall include the City Administrator and the Human Resources Director, or a designee with authority to speak on behalf of City administration. BPMA representatives shall be designated by the Association. Either party may substitute an alternate with reasonable advance notice.

Section 3. Meeting Schedule

The LMC shall meet no less than once per calendar quarter during regular business hours. Either party may request an additional meeting by written notice; such request shall not be unreasonably denied. All items to be discussed must be included on an agenda that is mutually agreed upon at least 1-week prior to the LMC meeting.

Section 4. Scope

LMC meetings may address general workplace conditions, working conditions, safety and health matters, operational communication, and other issues of mutual concern. Requests and grievances shall be put forth through the chain of command prior to presenting the issue(s) to the LMC. The LMC is not a substitute for collective bargaining. Nothing discussed or agreed upon at an LMC meeting shall constitute a binding amendment to this Agreement unless reduced to writing and executed by the parties.

Section 5. Release Time

BPMA representatives attending LMC meetings shall be released from duty with pay for the duration of each scheduled meeting, including reasonable travel time within the workday. This release time is separate from and in addition to any union business time provided elsewhere in this Agreement.

ARTICLE 5-4 MANAGEMENT RIGHTS

Section 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.

8. To 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.
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 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. 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, hours, and conditions of employment 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 union notwithstanding any other provision of this Agreement.

ARTICLE 65

GRIEVANCES AND ARBITRATION

Section 1. A grievance is an alleged violation of specific terms of this Agreement by the City. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms. Employees are the only parties who have the right to initiate a grievance. Grievances will not be filed, investigated or otherwise processed during working time without advance permission from the supervisors of employees seeking to file, discuss, investigate or process the grievance. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

Section 2. Employees shall present the dispute to their immediate supervisor to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached informally, the following procedures shall be used.

Step 1. An employee having a grievance shall present it, in writing, to the Department Director within five (5) working days of the incident giving rise to the grievance. The Department Director will answer promptly, in writing, within ten (10) additional working days. For purposes of this article, "working days" shall mean normal business days and shall exclude holidays and weekends.

Step 2. If satisfactory settlement is not reached under Step 1, the employee may appeal to the City Administrator in writing within ten (10) working days after the response in Step 1. The City Administrator shall have ten (10) working days to respond in writing from the date on which the appeal was received by the City Administrator.

Section 3. All written grievances must include the following information: Exact nature of the grievance, the factual details supporting the grievance, relevant dates, the parties alleged to have caused or witnessed 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 after the appeal is filed in Step 2.

Section 4. 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 time limits for grievances may be extended by mutual written agreement and shall not be unreasonably denied.

Section 5. If a grievance is not resolved after Section 2, Step 2, the Union or the employee may refer the matter to binding arbitration within ten (10) working days following the City's Step 2 written response, or the City's deadline to issue a Step 2 written response. Notice of the employee or the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail. If the grievance involves disciplinary action, the appeal shall start with Step 2.

Section 6. Upon receipt of a notice of intent to arbitrate a grievance, the City and the Union shall meet within five (5) working days and select an arbitrator from a pre-approved list mutually agreeable arbitrators. The party filing the notice of intent to arbitrate shall first strike a name from the list and the other party shall then also strike a name from the list until only one name remains. The arbitrator shall schedule a hearing within 60 calendar days from the date the arbitrator is selected, unless the parties agree otherwise, and shall thereafter promptly render a decision.

Section 7. In rendering a decision, arbitrators will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set

forth in this Agreement. Arbitrators will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute their judgment for that of the City, and will confine their judgment strictly to the facts submitted at in the hearing, the evidence before them, the express terms and provisions of this Agreement, and the applicable law. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

Section 8. Expenses for the arbitrator's services and proceeding shall be shared equally by the parties, but each party is responsible for compensating its own representatives and witnesses, and its costs.

Section 9. 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.

Section 10. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

Section 11. The Union and the employees waive their right to pursue any judicial or administrative remedy against the City as to any matter subject to the procedures established in this Article. Any settlement under the procedures established under this Article, short of arbitration, will be binding upon the City, the Union, and the employees and will preclude any further administrative or judicial relief.

ARTICLE 7.6

INTRODUCTORY PERIOD

Section 1. Each applicant hired as an employee will serve an introductory period of six months.

Section 2. Subject to the requirements of Section 4 of this Article, during the introductory period, the City will have the right to discharge or discipline an employee for any reason. This action will not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Introductory employees will be eligible for holiday pay, funeral leave, sick leave, and upon completion of the requisite waiting period, health and welfare insurance benefits.

Section 4. Employees who successfully apply for a promotion will also be required to complete a six month introductory period. In addition, an employee who fails to satisfactorily complete the introductory period shall be granted the ability to return to

their previous position. In the event the former position is no longer available, they shall be entitled to take any other vacant position for which they are qualified. If no positions are available, the City has the right to terminate, subject to the employee's right to grievance and arbitration.

ARTICLE 8.7 **SENIORITY**

Section 1. Seniority is an employee's most recent period of continuous employment with the City in the bargaining unit.

Section 2. An employee's seniority will be lost in the following instances:

- (a) Discharge;
- (b) Voluntary quit;
- (c) Failure to return to work on the specified date following layoff;
- (d) Failure to perform any work for the City for a period that is the lesser of two years or the employee's seniority with the City, unless an extension is required by applicable law;
- (e) Failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of two (2) consecutive days without notifying the City;
- (g) Retirement.

ARTICLE 9.8 **LAYOFF AND RECALL**

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.

When, in the City's judgment, there are two or more employees of relatively equal skill, ability, performance and disciplinary actions, the principle of seniority will govern.

Introductory, part-time and seasonal employees within the same job classification will be laid off prior to regular employees.

Section 2. 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 and provided that the Employee apply for the open position.

Section 3. Employees have three (3) days to return to work after being recalled by any verifiable means, as defined by Article 3.

ARTICLE 10-9 **HOURS OF WORK**

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing at midnight on each day. Employees can be scheduled by their Department Director for work on any combination of days or hours during the work week, and the days that an employee is scheduled need not be consecutive when special circumstances justify non-consecutive days. Any change in the employees' regularly scheduled shift shall require 72 hours' notice prior to the start of the newly scheduled shift.

Section 2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

Section 3. Up to two Union Officers may be granted up to three hours' time off with pay per quarter for union business with advance written permission from their Department Director, such time to include the one hour time off that is described in the following sentence. Union members may be granted up to one hour time off with pay per quarter for union meetings to discuss this Agreement with advance written permission from their Department Director. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

ARTICLE ~~11-40~~ OVERTIME

Section 1. All time worked by non-exempt employees over forty (40) hours in any one (1) work week will be paid at the rate of time and one-half (1 ½) for employees working on an hourly basis. There will be no duplication or pyramiding of overtime and other premium pay for any reason. Vacation, holiday, bereavement, military, and compensatory time off shall be considered hours worked for overtime computation purposes.

Section 2. The City retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed and which employees will be assigned overtime.

~~Section 3. Exempt employees shall earn one hour of admin leave time off for any amount of time worked in excess of 80 hours per pay period, up to a maximum cumulative amount of 80 hours during the fiscal year. On September 30th of each year, Employees whose admin leave time off leave balance equals or exceeds 20 hours will not be eligible to earn additional admin leave time until they reduce their total admin leave time balance below 20 hours. Exempt employees shall earn one and one half (1.5) hours of admin leave time off for each hour of time worked in excess of eighty (80) hours per pay period, up to a maximum cumulative amount of one hundred twenty (120) hours during the fiscal year. On September 30th of each year, employees whose admin leave time off balance equals or exceeds forty (40) hours will not be eligible to earn additional admin leave time until they reduce their total admin leave time balance below forty (40) hours.~~

~~Exempt employees who are not eligible for overtime per the Federal Labor Standards Act shall receive an additional eighty (80) hours paid leave termed as "Admin Leave". This leave shall be awarded on October 1 of each fiscal year. Accumulated Admin Leave shall be used within each fiscal year given and cannot be carried forward to the next fiscal year. Any accumulated Admin Leave not used within the fiscal year shall be paid to the Employee in cash at the first regular payroll of October.~~

Commented [AD3]: T/A 08/12/26

Non-exempt employees 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. Banked Comp time is not to exceed 80 hours at any time. Once 80 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. The amount of Comp time desired to bank for the pay period must be

communicated to the payroll department prior to 8:00 A.M. on the Monday following the end of the pay period. Once Comp time is earned, you are entitled to take the Comp time. 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. 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, or any other act of nature).

ARTICLE 1241 **CITY RULES**

Section 1. The City will have the sole right to establish, revise or add performance, conduct, quality, attendance, work, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules by which all employees must abide. The City will also have the right to establish, revise or add a disciplinary policy to address employee violations of these rules. Any new or modified rule shall become effective 24 hours after notice to the affected employees, provided the rule is not inconsistent with this Agreement.

ARTICLE 1342 **WAGES**

Section 1. Employees occupying the job classifications listed on Appendix B shall be paid the wage rates reflected in Appendix C.

Section 2. Annually, on employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an adjustment to their wage (i.e. a step increase), if their wage is less than the maximum range limit for their position. All introductory period employees will complete two 6month evaluations; one upon fulfillment of their introductory period and one upon the one- year anniversary of their hire/promotion date. They will then move to the annual evaluation period on their anniversary/promotion date.

Section 3. If the employee's wage is 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.

Section 4. ~~Employees who have been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. Such This delay will not alter-change the employee's annual evaluation date, hire date anniversary, or applicable promotion anniversary date. 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 increase~~

Commented [AD4]: City agrees to proposed changes 07/31/26

Commented [AD4R2]: T/A 08/12/26

Following the six (6) month delay, the employee shall be eligible to receive the delayed step increase, provided all other contractual requirements have been met. The employee shall continue to receive their annual evaluation and be considered for any subsequent step increase on their established hire date anniversary or applicable promotion anniversary date. The temporary delay of one scheduled step increase under this Section shall not permanently alter the employee's future wage progression schedule.

Section 5. 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. 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 BPMA President.

Section 6. Advancement Beyond a Single Pay Step ("Double Step")

The City may approve advancement beyond a single pay step outside the standard wage progression on an employee's compensable anniversary date. This provision is intended to address rare and exceptional circumstances only and shall not replace or modify the normal wage progression established under this Agreement.

Advancement beyond one pay step is not a standard compensation practice and may occur only under the conditions set forth in this Section. Decisions made under this Section are discretionary and shall not be subject to the grievance or arbitration procedures of this Agreement.

Commented [AD5]: City is agreeable to proposed changes
07/31/26

Commented [AD5R2]: T/A 08/12/26

Eligibility for Double-Step Advancement

An employee may be considered for advancement beyond a single pay step only when all of the following conditions are met:

1. Extenuating Circumstances

Extraordinary, unusual, or critical circumstances exist that significantly affect operational needs and could not reasonably have been anticipated within the normal wage progression.

2. Written Justification

The Department Director shall submit written documentation identifying:

- a) The specific circumstances and supporting documents;
- b) The operational or organizational impact, and
- c) The reason standard step progression is insufficient to address the situation.

3. Required Approvals

Any advancement beyond a single pay step must receive written approval from both the Department Director and the City Administrator. Approval of a double-step advancement is discretionary and shall not establish a past practice, precedent, expectation, or entitlement for any employee or future request.

Limitations

"Double-step" advancements shall be used sparingly and only in exceptional circumstances. This section shall not be used as a substitute for performance-based concerns, retention adjustments, market adjustments, or routine compensation matters. Approval of one request shall not require approval of any other subsequent requests under similar circumstances. Employees who believe they have assumed substantial additional responsibilities, are regularly performing duties outside the scope of their current classification, or believe their position has materially evolved should utilize the City's annual Upgrade process. The Upgrade process

provides for a formal review of job duties, classification, and compensation based on sustained changes to the position. See the Upgrades policy (Section III.F.) of the Employee Handbook.

Section 7. Upon request of the Department Director: Any employee demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language; AND who is routinely using their bilingual abilities in the performance of their job duties, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the discretion of the City Administrator. In order to receive such compensation, the employee must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the BPMA and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPMA and Human Resources Director will work together to find a company to administer the testing for sign language. In order to receive this compensation, the employee must agree to provide interpretation services while on the clock to the extent that is practical.

Commented [AD6]: T/A 08/12/26

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
<u>Novice High - Intermediate Low</u>	<u>\$75</u>
<u>Intermediate Mid - Intermediate High</u>	<u>\$150</u>
<u>Advanced Low and Higher</u>	<u>\$200</u>

ARTICLE 14

COST-OF-LIVING ADJUSTMENT

Commented [AD7]: T/A 08/12/26

Section 1. Establishment

Effective October 1, 2026, and on each anniversary date thereafter for the term of this Agreement, bargaining unit employees' base wage rates shall be adjusted by a Cost-of-Living Adjustment ("COLA") calculated in accordance with this Article. The COLA is separate from, and in addition to, any wage movement resulting from step advancement, classification changes, or any other compensation provision of this Agreement.

Section 2. Index

The COLA shall be calculated using the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, not seasonally adjusted, as published by the United States Bureau of Labor Statistics ("the Index").

Section 3. Measurement Period

The COLA for each contract year shall be based on the percentage change in the Index for the twelve (12) month period ending April 30 of that year, as published by the Bureau of Labor Statistics ("the Reference Period").

Section 4. Calculation

The COLA percentage for each contract year shall equal the percentage change in the Index for the Reference Period, subject to a floor of one percent (1%) and a ceiling of four percent (4%).

Section 5. Application to Wages

The COLA shall be applied to the then-current base wage rate for every step of every classification covered by this Agreement, effective October 1 of each contract year. The COLA shall be applied in addition to, and not in lieu of, any step advancement or other wage adjustment provided for elsewhere in this Agreement.

Section 6. Notice

Upon union request, the City shall provide written notice to the Union of the calculated COLA percentage within fifteen (15) business days of the Bureau of Labor Statistics' publication of the Index value for the Reference Period.

Section 78. First Adjustment

The first COLA under this Article shall be based on the percentage change in the Index for the twelve (12) month period ending April 30, 2026, and shall be effective October 1, 2026.

ARTICLE 15

NEW HIRE STEP PLACEMENT — PRIOR EXPERIENCE

Commented [AD8]: T/A 08/12/26

Section 1. Application

Effective upon ratification of this Agreement, employees newly hired into BPMA bargaining unit positions shall be placed at a wage step that reflects their prior years of directly relevant professional experience, in accordance with the scale set forth in Section 2. This provision applies to new hires only and does not affect the step placement of current bargaining unit members.

Section 2. Step Placement Scale

<u>Prior Years of Relevant Experience</u>	<u>Starting Step</u>
<u>Less than 2 years</u>	<u>Step 1</u>
<u>2 or more, but less than 4 years</u>	<u>Step 2</u>
<u>4 or more, but less than 6 years</u>	<u>Step 3</u>
<u>6 or more, but less than 8 years</u>	<u>Step 4</u>
<u>8 or more, but less than 10 years</u>	<u>Step 5</u>
<u>10 or more years</u>	<u>Step 6</u>

Section 3. Determination of Relevant Experience

The employee shall provide documentation of prior ~~compensation and relevant~~ experience upon request. Determination of "relevant experience" for purposes of this Article shall be made by the Human Resources Director in consultation with the hiring Department Director, based on the duties and qualifications set forth in the applicable job classification specification.

ARTICLE 16-13 LONGEVITY PAY

Section 1. Employees occupying the job classifications listed on Appendix B shall also be paid for their longevity in the following monthly amounts. Starting in their

eighth (8 th) year of employment	\$45
eleventh (11 th) year of employment	\$80
fourteenth (14 th) year of employment	\$115
seventeenth (17 th) year of employment	\$150
twenty-first (21 st) year of employment	\$185
twenty-fifth (25 th) year of employment	\$220
thirtieth (30 th) year of employment	\$255

ARTICLE ~~17~~ 44
VACATION

Section 1. Full-time employees shall accrue vacation after completing each full calendar month of employment. Vacation shall accrue on the first day of the calendar month following each calendar month. Vacation leave balances must not equal or exceed 200 hours as of September 30th each fiscal year. Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 200 hours.

Section 2. Subject to the maximum allowance described in Section 1 of this Article, vacation shall accrue in the following amounts, beginning in the:

1st year of employment	8 hours
5 th year of employment	11.34 hours
10 th year employment	14.67 hours
15 th year employment	16.34 hours
20 th year employment	18.00 hours
25 th year employment	21.34 hours

Section 3. Upon separation, the Employee or the Employee's designated beneficiary shall be promptly paid all accumulated vacation computed on the basis of the Employee's regular pay as of the employee's last day of employment.

Section 4. Vacation shall be granted by the Department Director with due regard to the City's operational requirements, in the order of the vacation request and with preference by seniority.

Section 5. Holidays occurring during scheduled vacations shall not be charged against vacation accrual.

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.

ARTICLE ~~18~~ 45
HOLIDAYS

Section 1. Full-time employees are eligible for the following paid holidays:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

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. If the City-observed holiday occurs during an employee's regularly scheduled day off, such employee shall have the day off immediately preceding or immediately following the City-observed holiday, whichever is closer to the holiday.

Section 2. To receive holiday pay, employees must work their entire last scheduled shift before the holiday and the entire first scheduled shift following a holiday.

Section 3. Non-exempt eligible employees working an 8 hour shift will receive eight (8) hours at their regular straight-time rate of pay for each paid holiday. Non-exempt eligible employees working a 10 hour shift will receive ten (10) hours at their regular straight-time rate of pay for each paid holiday. Exempt employees shall receive their normal salary for the week in which the holiday occurs.

Section 4. Non-exempt employees required to work on the holiday will be paid at their regular hourly rate of pay for all hours worked, plus their holiday pay. Non-exempt employees who are scheduled to work on a holiday and fail to do so will forfeit their holiday pay. Exempt employees who are required to work the actual holiday may take a different

day off within the same payroll period, subject to the approval of the employee's immediate supervisor.

Section 5. Employees on vacation at the time of the holiday will not be charged a vacation day on the day of the holiday. Employees on layoff or any type of leave of absence will not be eligible for holiday pay.

ARTICLE ~~19~~ 46 **SICK LEAVE**

Section 1. Paid sick leave must be earned before it can be used. Employees may use paid sick leave when unable to work because of a non-workers compensation medical condition, for medical appointments, and when the employee's presence at work would jeopardize the health of others.

Section 2. All regular full-time employees hired by the City before June 22, 2015 shall earn 12 hours of paid sick leave for each calendar month of continuous employment, and such accumulation shall be unlimited.

All regular full-time employees hired by the City on or after June 22, 2015 shall earn eight (8) hours of paid sick leave for each calendar month of continuous employment, up to a maximum of 960 hours.

Section 3. Employees may use up to 30 days of paid sick leave in a rolling twelve-month period for attending to an immediate family illness or injury. Immediate family shall be defined as an employee's parents, spouse, siblings, child (including step-children), grandparents and grandchildren.

Section 4.

Employees hired before June 22, 2015 who:

- i. resign or retire in good standing, or
- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid one-half of their accumulated sick leave, up to a maximum payout of 960 hours, at their regular rate of pay.

b. Employees hired on or after June 22, 2015 who:

- i. resign or retire in good standing, or

- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid for one-half of their accumulated sick leave, up to a maximum payout of 180 hours, at their regular rate of pay. Good standing shall mean not currently under investigation for performance or conduct infractions that may result in discharge.

- c. If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

Section 5. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, 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 BPMA 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.

Section 6. An employee who has submitted a resignation notice shall not be permitted to utilize accrued sick leave during the final fourteen (14) calendar days of employment, except for a bona fide illness or injury supported by medical documentation. Any sick leave used during any final fourteen (14) calendar days of employment, if separation notice is not given, will not be paid out.

Commented [AD9]: T/A 08/12/26

ARTICLE 20.47

FAMILY AND MEDICAL LEAVE

The City will comply with all applicable state and federal laws which address employees' rights to request or obtain a family or medical leave of absence.

ARTICLE 21 ~~18~~

JURY DUTY/MANDATORY ELECTION DUTY

Commented [AD10]: T/A 08/12/26

~~When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.~~

ARTICLE 22 ALLOWANCES

Section 1. All fleet maintenance and fabrication technicians 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. ~~A maximum amount of \$200 will be provided towards steel toe safety footwear.~~

Commented [AD11]: T/A 08/12/26

ARTICLE ~~19~~ 23 BEREAVEMENT LEAVE

~~Section 1. When full time employees are absent from work because of the necessity of arranging for or attending the funeral of an immediate family member (including current spouse, children, siblings, parents or grandparents), the City will pay~~

for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay, for up to five (5) work days.

~~Section 2. When full time employees are absent from work because of the necessity of arranging for or attending the funeral of their spouse's immediate family member (including children, siblings and parents), the City will pay for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay for up to three (3) work days.~~

~~Section 3. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.~~

Section 1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave. An employee may also receive up to five (5) days of paid bereavement leave upon providing reasonable documentation demonstrating that the employee has legal responsibilities arising from an individual's death, including serving as an executor, administrator, trustee, or other court-appointed fiduciary responsible for administering the decedent's estate or affairs. Such leave may be taken consecutively or non-consecutively.

Commented [AD12]: T/A 08/13/26

Section 2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave. Such leave may be taken consecutively or non-consecutively.

Section 3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.

An employee seeking to take bereavement leave must obtain approval from his/her immediate supervisor prior to taking such leave. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave

-Section 4. Bereavement leave shall not be deducted from accrued sick or vacation leave and is not required to be taken consecutively.

ARTICLE 24 20 MILITARY LEAVE

Commented [AD13]: T/A 08/17/26

~~Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law. An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Such employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Such employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. For purposes of this Section, "normal" work hours or "normally scheduled" work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for military leave.~~

~~Employees who leave City employment to enter, enlist in, determine physical fitness for, or perform service in the uniformed services shall be granted a military leave of absence for the period of such service as required by applicable law. The City, through proper authority, may make a provisional appointment to fill any vacancy created by such leave of absence. Upon completion of qualifying military service, an employee who satisfies the eligibility requirements for reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Chapter 43, shall be entitled to reemployment in accordance with USERRA. Military service shall not constitute a break in the employees' continuous service with the City to the extent provided by USERRA. Nothing in this Section shall be construed to diminish or waive any rights or protections provided to an employee under USERRA or other applicable law.~~

ARTICLE 25 CHILDBIRTH RECOVERY LEAVE

Commented [AD14]: T/A 08/12/26

~~Mothers who have given birth will be granted two weeks of paid leave in conjunction with approved leave under the Family Medical Leave Act. In order to be eligible for this leave, the employee must be eligible for leave under the FMLA and have been approved as such. Childbirth recovery leave will run concurrently with FMLA leave and will not extend the maximum amount of time off provided under FMLA.~~

ARTICLE ~~24~~26

HEALTH INSURANCE

Section 1. The City shall provide employees with the opportunity to enroll in group health insurance (the "Group Insurance Plan"). The specific design and provisions of the Plan shall be determined as follows:

- a. 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").
- b. 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.
- c. 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.
- d. If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- e. 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.
- f. 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.

- g. 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.
- h. Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

Section 2. Subject to the change mechanism described above, the City shall provide group dental coverage for Employees.

Section 3. Subject to the change mechanism described above If an employee retires from the City and

- 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; and
- has reached the age of 55;

then the City will pay:

- a. the same premium the City pays for active employees for the first twenty-four (24) months following retirement, or until the retiree becomes eligible for Medicare/Medicaid benefits, whichever occurs first; and
- b. thereafter, fifty percent (50%) of the premium the City pays for active employees 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 premium payments.

Section 4. Subject to the change mechanism described above, the City shall provide a term life insurance policy in the amount of \$52,000, or annual salary plus \$7,000, whichever is greater, for each bargaining unit employee.

Section 5. Subject to the change mechanism described above, the City shall provide long term disability coverage for each employee who has completed their

introductory period.

ARTICLE 2227 EDUCATION 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 - \$20 per month.
- B. Upon receipt of a Bachelor's Degree - \$25 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

Section 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

Section 3. All Employees must have advanced written approval from the Department head and HR Director in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Department head 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. The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Section 5. In addition to regular wages, any employee appointed as the Street Superintendent may be eligible for an education incentive payment as described in this memo.

Requirements for eligibility:

1. Holds a current and valid Class A or Class B license as a City Street Superintendent under the County Highway and City Street Superintendents Act.

2. Provided to the City the following services in the preceding calendar year, for the entirety of the calendar year:
 - a. Developing and annually updating a long-range plan or program based on needs and coordinated with adjacent local governmental units;
 - b. Developing an annual program for design, construction, and maintenance;
 - c. Developing an annual budget based on programmed projects and activities;
 - d. Submitting such plans, programs, and budgets to the local governing body for approval; and
 - e. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

3. Successfully certifies with the Department of Transportation by December 31 of each calendar year to qualify the City to receive incentive payments for that calendar year under § 39-2515.

If the above requirements are met, such employee shall receive education incentive payments according to the following schedule:

1. If holding a Class A license as a City Street Superintendent, the employee shall receive a \$2,000 education incentive payment on the first payroll of each quarter that they are employed.
2. If holding a Class B license as a City Street Superintendent, the employee shall receive a \$1,000 education incentive payment on the first payroll of each quarter that they are employed.

ARTICLE ~~2328~~

NO STRIKE

Section 1. There will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of services, or any other form of economic pressure directed against the City or any of its services on the part of the Union, its members, or any individual covered by this Agreement.

Section 2. In the event of any breach of this Article, the Union will immediately declare publicly that such action is unauthorized, will immediately order its members to resume their normal duties and continue to take any necessary action to correct the problem and restore the City to full operation.

Section 3. The City will have the sole and exclusive right to determine the discipline given the employee or employees for breach of this Article. Employees disciplined or discharged pursuant to this section have no recourse under the grievance and arbitration procedure.

ARTICLE ~~24~~29
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.

Section 2. 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.

ARTICLE ~~25~~30
PAST PRACTICE

Section 1. This Agreement supersedes any previous oral and written agreements between the City, its employees and the Union. The City will not be bound by any past understandings, practices and/or customs between the City, its employees, and the Union on matters not specifically governed by the terms of this Agreement.

ARTICLE ~~26~~31
UNION DUES

Section 1. The City shall deduct regular monthly dues from the pay of each employee, provided that there is in the possession of the City a current, unrevoked written authorization from the employee using the form in Appendix A. Such authorization may be revoked by the employee at any time.

Section 2. Authorized deductions shall be made from the first pay period of each calendar month and will within ten (10) days be remitted to the Union via electronic transfer to the account designated by the Union.

Section 3. The Union shall advise the City in writing of the exact amount of regular monthly dues.

Section 4: The Union shall indemnify and hold the City harmless from any mistakes that may result from the administration of this Article.

ARTICLE ~~27~~32 **RETIREMENT CONTRIBUTION**

Each employee shall contribute percent (6%) of their gross wages to the employee's retirement plan, and the City shall contribute an additional six percent (6%) of each employee's gross wages toward their retirement plan. The employees' contributions shall be automatically deducted from their regular pay check.

ARTICLE ~~28~~33 **DISCIPLINE**

Section 1: The City of Bellevue will impose disciplinary action in accordance with this Agreement.

Section 2: Disciplinary action requires cause and may include any of the following: (a) counseling, (b) remedial training, (c) admonishment, (d) reprimand, (e) suspension, (f) demotion, (g) termination.

Section 3: When the City places an employee on investigatory suspension, absent extraordinary circumstances delaying the investigation, the City shall initiate disciplinary action within 30 work days. If no action is taken within the 30-day period, the employee shall return to his/her duties, pending the outcome of any investigation.

Section 4: Employees will be notified in writing of a disciplinary action. They will be given an opportunity to read, will be required to sign, and will be given a copy of the disciplinary action letter before it is placed in their personnel file.

Section 5: During investigatory interviews that may result in discipline, employees that are subject of the investigation, or throughout the course of investigation become the subject of investigation, have the right, upon request, to the presence of union representation (including legal counsel). However, if the City determines as a result of such investigation that suspension, demotion, or termination may result, employees are entitled to a pre-disciplinary *Loudermill* meeting with their legal counsel present. During the *Loudermill* meeting, employees shall be notified, orally or in writing, of the allegations against them, provided with an explanation of the City's evidence, and afforded the opportunity to further respond to the charges. Employees shall be notified at least 24 hours in advance of a *Loudermill* meeting, but have no right to delay the meeting because of the unavailability of their legal counsel.

Section 6: An employee shall not be disciplined more than once for the same infraction, with the understanding that prior discipline can be used for progressive disciplinary purposes and/or impeachment.

Section 7: Employees may grieve disciplinary action involving suspensions, demotions, and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

ARTICLE 34 **CONTRACT EQUITY RE-OPENER**

Section 1. BPMA Right to Invoke

During the term of this Agreement, BPMA reserves the right to invoke a limited re-opener of this Agreement when the City of Bellevue approves a material improvement to wages, benefits, or other terms and conditions of employment for the Civilian Employees Association of Bellevue. BPMA may exercise this right by delivering written notice of invocation to the City Administrator within thirty (30) calendar days of City Council approval of the improvement giving rise to the re-opener. Failure to invoke within that window constitutes a waiver of the right as to that specific improvement.

Section 2. City Obligation to Respond

Upon receipt of BPMA's written notice of invocation, the City shall meet with BPMA's bargaining representatives within fifteen (15) business days to begin bargaining on the specific improvement identified in the notice.

Section 3. Scope

Bargaining under this Article shall be strictly limited to the specific benefit or improvement that gave rise to the re-opener and shall not expand to other terms or conditions of employment covered by this Agreement. The re-opener does not constitute a general reopening of the contract, and all other provisions of this Agreement remain in full force and effect during and after any re-opener bargaining.

ARTICLE 2935 **DURATION OF AGREEMENT**

Section 1. This Agreement will be in full force and effect from October 1, ~~2026~~²⁰²⁵ until September 30, ~~2028~~²⁰²⁶, and will continue in full force and effect for each year after that unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the City and the Union have agreed to this Collective Bargaining Agreement on the ____ day of September, ~~2026~~2025.

CITY OF BELLEVUE

By: _____
Rusty Hike
Mayor

By: _____
Jim Ristow
City Administrator

By: _____
Susan Kluthe
City Clerk

**BELLEVUE PROFESSIONAL
MANAGEMENT ASSOCIATION**

By: _____
~~Roger Cox~~Angela Curry
Bargaining Committee

By: _____
~~Angela Curry~~ Epiphany Ramos
Bargaining Committee

APPENDIX A

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 dues and then pay same to the Bellevue Professional Management Association. 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 B JOB CLASSIFICATION

Commented [AD15]: T/A 08/12/26

Administrative Assistant
Assistant Library Director
Assistant Planning Manager
Assistant Recreation Superintendent
Assistant Street Superintendent
Business Manager
Chief Building Official
Code Enforcement Supervisor
Communications and IT Administrator
Community Relations/Social Media Manager
Deputy City Clerk
Facility Maintenance Superintendent
Fleet Maintenance Superintendent
Foreman II - Facility Maintenance
Foreman II – Fleet Maintenance
Foreman II - Parks
Foreman II - Streets
Foreman II - Wastewater
Human Services Manager
Intelligence Analyst
Librarian II
Permits and Inspections Office Manager
Public Works Engineer I
Public Works Office Manager
Purchasing Agent
Streets Superintendent
Technical Support Specialist
Traffic Sign/Signal Supervisor
Training Coordinator
Wastewater and Solid Waste Superintendent

APPENDIX C WAGE SCALE

Commented [AD16]: T/A 08/12/26

Job Titles	1	2	3	4	5	6	7	8	9	10
Administrative Assistant- PW, Parks, Streets, Fleet, WW	22.76	23.64	24.55	25.51	26.50	27.53	28.60	29.71	30.87	32.05
Assistant Library Director	34.80	36.06	37.37	38.72	40.12	41.58	43.09	44.65	46.27	47.93
Assistant Planning Manager	36.70	38.13	39.60	41.13	42.72	44.38	46.09	47.88	49.73	51.66
Assistant Recreation Superintendent	32.03	33.13	34.27	35.44	36.66	37.92	39.22	40.56	41.95	43.39
Assistant Street Superintendent	35.70	36.93	38.20	39.51	40.86	42.27	43.72	45.22	46.77	48.38
Business Manager	31.75	33.06	34.42	35.84	37.32	38.85	40.46	42.12	43.86	45.67
Chief Building Official	42.89	44.30	45.77	47.28	48.84	50.45	52.11	53.83	55.61	57.45
Code Enforcement Supervisor	36.75	38.15	39.59	41.09	42.64	44.25	45.93	47.66	49.46	51.33
Communications & IT Administrator	36.31	37.65	39.04	40.49	41.98	43.54	45.16	46.83	48.57	50.39
Community Relations/Social Media Manager	30.06	31.13	32.24	33.39	34.59	35.83	37.11	38.44	39.81	41.24
Deputy City Clerk	28.72	29.91	31.14	32.42	33.75	35.14	36.59	38.10	39.67	41.30
Facility Maintenance Superintendent	37.85	39.31	40.84	42.43	44.09	45.80	47.58	49.43	51.36	53.34
Fleet Maintenance Superintendent	40.33	41.81	43.34	44.92	46.56	48.27	50.03	51.86	53.76	55.70
Foreman II - Facilities Maintenance	31.40	32.50	33.64	34.83	36.06	37.33	38.64	40.00	41.40	42.86
Foreman II - Fleet Maintenance	32.78	34.09	35.45	36.87	38.34	39.87	41.46	43.12	44.84	46.65
Foreman II - Parks	32.22	33.47	34.77	36.12	37.52	38.98	40.49	42.06	43.69	45.36
Foreman II - Streets	32.29	33.52	34.80	36.12	37.49	38.92	40.39	41.93	43.52	45.18
Foreman II - Wastewater	32.41	33.73	35.10	36.52	38.01	39.56	41.17	42.85	44.60	46.40
Human Service Manager	30.95	32.22	33.54	34.92	36.36	37.86	39.42	41.04	42.72	44.47
Intelligence Analyst	31.97	33.10	34.28	35.50	36.75	38.06	39.42	40.82	42.27	43.77
Librarian II	33.31	34.46	35.64	36.87	38.14	39.45	40.81	42.21	43.67	45.19
Permits and Inspections Office Manager	31.87	32.96	34.08	35.25	36.45	37.70	38.99	40.32	41.70	43.13
Public Works Office Manager	31.87	32.96	34.08	35.25	36.45	37.70	38.99	40.32	41.70	43.13
Public Works Engineer I	35.69	36.96	38.28	39.64	41.06	42.53	44.04	45.61	47.24	48.92
Purchasing Agent	33.19	34.46	35.77	37.13	38.54	40.01	41.54	43.12	44.76	46.49
Street Superintendent	40.40	41.96	43.59	45.27	47.02	48.83	50.71	52.67	54.69	56.78
Technical Support Specialist	31.86	33.16	34.51	35.91	37.38	38.91	40.50	42.15	43.87	45.65
Traffic Sign/Signal Supervisor	30.87	32.02	33.22	34.46	35.74	37.08	38.46	39.89	41.38	42.91
Training Coordinator	31.36	32.52	33.73	34.98	36.28	37.62	39.01	40.46	41.95	43.51
Wastewater & Solid Waste Superintendent	46.17	47.83	49.56	51.34	53.20	55.11	57.10	59.16	61.29	63.47

Job Titles	1	2	3	4	5	6	7	8	9	10
Administrative Assistant- PW, Parks, Streets, Fleet, WW	21.86	22.78	23.61	24.53	25.48	26.47	27.50	28.57	29.68	30.82
Assistant Library Director	33.46	34.67	35.93	37.23	38.58	39.98	41.43	42.93	44.49	46.09
Assistant Planning Manager	35.29	36.65	38.08	39.55	41.08	42.67	44.32	46.04	47.82	49.67
Assistant Recreation Superintendent	30.80	31.85	32.95	34.08	35.25	36.46	37.71	39.00	40.34	41.72
Assistant Street Superintendent	34.33	35.51	36.73	37.99	39.29	40.64	42.04	43.48	44.97	46.52
Business Manager	30.53	31.70	33.10	34.46	35.88	37.36	38.90	40.50	42.17	43.91
Chief Building Official	41.24	42.65	44.01	45.46	46.96	48.51	50.11	51.76	53.47	55.24
Code Enforcement Supervisor	35.34	36.68	38.07	39.51	41.00	42.55	44.16	45.83	47.56	49.36
Communications & IT Administrator	34.91	36.20	37.54	38.93	40.37	41.87	43.42	45.03	46.70	48.45
Community Relations/Social Media Manager	28.90	29.95	31.00	32.11	33.26	34.45	35.68	36.96	38.28	39.65
Deputy City Clerk	27.62	28.76	29.94	31.17	32.45	33.79	35.18	36.63	38.14	39.71
Facility Maintenance Superintendent	36.39	37.85	39.27	40.80	42.39	44.04	45.75	47.53	49.38	51.29
Fleet Maintenance Superintendent	38.78	40.25	41.67	43.19	44.77	46.41	48.11	49.87	51.69	53.56
Foreman II - Facilities Maintenance	30.19	31.25	32.35	33.49	34.67	35.89	37.15	38.46	39.81	41.21
Foreman II - Fleet Maintenance	31.52	32.78	34.09	35.45	36.87	38.34	39.87	41.46	43.12	44.86
Foreman II - Parks	30.98	32.13	33.43	34.73	36.08	37.48	38.93	40.44	42.01	43.62
Foreman II - Streets	31.05	32.20	33.46	34.73	36.05	37.42	38.84	40.32	41.85	43.44
Foreman II - Wastewater	31.16	32.48	33.75	35.12	36.55	38.04	39.59	41.20	42.88	44.62
Human Service Manager	29.76	30.95	32.25	33.58	34.96	36.40	37.90	39.46	41.08	42.76
Intelligence Analyst	30.74	31.85	32.96	34.13	35.34	36.60	37.90	39.25	40.64	42.09
Librarian II	32.03	33.18	34.27	35.45	36.67	37.93	39.24	40.59	41.99	43.45
Permits and Inspections Office Manager	30.64	31.60	32.77	33.89	35.05	36.25	37.49	38.77	40.10	41.47
Public Works Engineer I	34.32	35.53	36.81	38.12	39.48	40.89	42.35	43.86	45.42	47.04
Purchasing Agent	31.91	33.18	34.39	35.70	37.06	38.47	39.94	41.46	43.04	44.70
Street Superintendent	38.85	40.35	41.91	43.53	45.21	46.95	48.76	50.64	52.59	54.60
Technical Support Specialist	30.63	31.88	33.18	34.53	35.94	37.41	38.94	40.53	42.18	43.89
Traffic Sign/Signal Supervisor	29.68	30.70	31.94	33.13	34.37	35.65	36.98	38.36	39.79	41.26
Training Coordinator	30.15	31.27	32.43	33.63	34.88	36.17	37.51	38.90	40.34	41.84
Wastewater & Solid Waste Superintendent	44.39	45.99	47.65	49.37	51.15	52.99	54.90	56.88	58.93	61.03

16h.
9/1/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2026	SUBMITTED BY: Ashley Decker	Human Resources Director
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐

SUBJECT:

Employee Handbook Update

SYNOPSIS/BACKGROUND:

The Employee Handbook is being updated to reflect changes as tentatively agreed upon in the newly updated collective bargaining agreements with the Civilian Employees Association of Bellevue and the Bellevue Professional Management Association. These changes will help ensure continuity amongst employees by aligning policies, processes and actions.

FISCAL IMPACT: N/A BUDGETED FUNDS?: NO 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 revised Employee Handbook for adoption.

ATTACHMENTS:

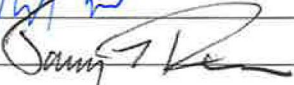
1. Employee Handbook rev. 09/2026 (redline)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

CITY OF BELLEVUE, NEBRASKA
EMPLOYEE HANDBOOK



REVISED AUGUST 04, 2026

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I. INTRODUCTION

A. WELCOME

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

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

B. STATUTES, COLLECTIVE BARGAINING AGREEMENTS & INDIVIDUAL EMPLOYEE CONTRACTS

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

C. MANAGEMENT RIGHTS

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

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

D. ORGANIZATION FOR CITY ADMINISTRATION

1. City Administrator

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

2. Civil Service Commission

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

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

II. EMPLOYMENT POLICIES

A. AT-WILL EMPLOYMENT

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

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

B. IMMIGRATION LAW COMPLIANCE

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

D. WORKPLACE BULLYING

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

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

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

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

E. HARASSMENT-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

F. WORKPLACE VIOLENCE

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

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

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

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

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

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

G. BULLYING, HARASMENT AND WORKPLACE VIOLENCE COMPLAINT AND INVESTIGATION PROCEDURE

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

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

1. Notification: Any employee who is not comfortable in directly approaching the person responsible for the bullying, harassment, or workplace violence or whose request to stop was unsuccessful should notify any one or all of the following:

- a. Their Director;
- b. Human Resources Director; and/or
- c. Immediate Supervisor.
- d. Notify the Police Department (402) 293-3100 or call 911 if in immediate danger.

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

2. Corrective and/or disciplinary action will be taken whenever:

- a. Any bullying, harassment or workplace violence has occurred; or
- b. When a Supervisor has known or should have known of the bullying, harassment, or workplace violence behavior and the Supervisor failed to take action to stop such bullying, harassment or workplace violence.

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

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

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

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

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

H. DISABILITY ACCOMMODATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

1. Eligibility: To be eligible for such leave, an employee must have worked for the City for:

- a. at least 12 months, which need not be consecutive provided that any break in service does not exceed seven years; and,
- b. at least 1,250 hours during the 12-month period immediately before the date the leave will begin. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

2. Length of & Reasons for Leave: Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. the birth or adoption of a child, or placement of a child for foster care within one year of the birth, adoption or placement;
- b. to care for a spouse, child, or parent who has a serious health condition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. HIPPA

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

III. GENERAL POLICIES & PRACTICES

A. CONFLICT OF INTEREST

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

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

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

B. ELECTRONIC COMMUNICATIONS

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

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

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

The City Administrator or his/her designee reserves the right to access at all times information and communication, to monitor and regulate the use of its electronic devices and systems, and has the right to review information submitted via City computers, Internet and intranet, e-mail, and cellular phones. Employees should have no expectation of privacy when transmitting, storing, viewing, or retrieving data and information on City computers, Internet and intranet, e-mail, and cellular phones with the exception of the Legal Department wherein all communications will be considered privileged or private. Please note that sharing computer passwords is strictly prohibited. Passwords are considered confidential and are restricted to City information. Failure to adhere to the requirement to protect your password may lead to disciplinary action. All offices, desks, files and so forth are the property of the City of Bellevue and are issued for the use of employees only during the course of their employment with the City. Inspections may be conducted at any time at the sole

discretion of the City Administrator. All e-mail communications are subject to search with or without notice.

C. RETURNING TELEPHONE CALLS

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

D. INTRODUCTORY PERIOD

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

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

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

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

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

If at any time during the introductory period it is determined that the services of the employee have not been of acceptable quality, the Director will notify the employee in

writing of the date his or her services are to be terminated. A copy of the termination notice will be forwarded to the City Administrator.

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

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

4. **Reassignment During Introductory Period:** Reassignment of an employee during their introductory period will be approved by the City Administrator prior to the reassignment.

5. **Leave During Introductory Period:** An introductory employee will accrue sick leave and vacation leave during this period and may utilize both to the extent it has accrued.

E. JOB POSTINGS AND PROMOTIONS

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

F. UPGRADES

It may become necessary to modify an existing job description in order to address changes in the work environment or work responsibilities. If these changes result in the employee's position being placed in a higher job grade, the employee shall be moved to a step that is the closest approximation to five percent (5%). If an employee feels that their job duties have substantially changed and may warrant an upgrade, it is the employee's responsibility to notify their manager and request reevaluation.

G. MEDIA POLICY

The City utilizes the Media Policy as described in Appendix B of this handbook.

H. NEPOTISM

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

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

significant others.

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

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

I. NON-FRATERNIZATION

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

For purposes of this policy the following definitions should apply:

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

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

Reporting and Review:

- a. Reporting:** Any supervisor who becomes aware of a personal relationship with any of their direct reports shall have the obligation to report, in writing, such personal relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If at the time of the implementation of this policy a personal relationship exists, the same must be disclosed to the City Administrator and Human Resources Director within ten (10) days of signing receipt of this Employee Handbook.

- b. Review:** The City Administrator shall review, with the assistance of the Human Resources Director, if any personal relationship between employees creates potential for misunderstandings, actual or potential conflicts of interest, potential complaints of favoritism, potential claims of sexual harassment, has the potential to effect employee morale, potential for creating a hostile work environment, potential for harassing, demeaning, unprofessional work environment, or presents concerns regarding supervision, safety, security and/or morale or if it impairs the work for any employee and/or dissension problems that can potentially result from personal relationships between employees within the City.

If it is determined by the City Administrator that there is a potential for any of the above circumstances as described that arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment within the City. The individuals involved will be given the opportunity to decide who would transfer and if no decision is made by the individuals within 15 calendar days, the City Administrator may determine who will be transferred. The City of Bellevue reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in personal relationships that may affect terms and conditions of employment.

If fraternization between employees leads to actual conflicts or issues in the work place, the individuals involved may be subject to disciplinary action.

In all circumstances, consent by the parties may not be considered a defense against a charge of fraternization if any proceeding conducted under this policy or Employee Handbook.

J. LACTATION/BREASTFEEDING POLICY

Breastfeeding employees are allowed to express milk during work hours using their normal breaks and meal times. If time should be needed beyond the usual break times, employees may use other forms of paid leave. A private room (not a toilet stall or restroom) will be available for employees to express milk.

K. OUTSIDE EMPLOYMENT

Employees may engage in outside employment so long as that employment does not create a conflict of interest or a conflict with the performance of his/her duties with the City. Employees that do engage in outside employment must report the place of business and type of position to their Department Director.

L. PERFORMANCE MANAGEMENT

The foundation of Performance Management begins with the City of Bellevue's mission, vision, statement, goals, and core values. The basic purpose of Performance Management is to: understand what work is to be accomplished; plan together how work will be accomplished; and determine together whether employee performance achieved the expectations of their job description as well as City policy. The information obtained during the Performance Management process will be used to determine overall job performance. The City utilizes the Performance Evaluation Form as found on the City intranet.

M. CONFIDENTIALITY

Upon accepting employment with the City of Bellevue, employees must act in such a manner that would reasonably provide for the nondisclosure or use of any confidential information, either during or after employment. Employment assumes an obligation to maintain confidentiality, and this applies after leaving City employment as well. City employees who do not maintain confidentiality of sensitive and restricted City information could be subject to disciplinary action up to and including termination. Employees acknowledge that all confidential business information, personal information, and other employee personnel information ("Protected Information") that an employee may obtain as part of their job function while employed by the City shall be deemed confidential and proprietary to the City. Employees shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the City and Employee.

N. RECORDINGS

The City of Bellevue has a strong interest in maintaining a safe and secure working environment.

For these reasons, an employee may only use electronic recording devices in the work environment if:

1. All employees that may be recorded have been informed in advance; or
2. The City Administrator or Department Director has authorized the recording as part of an internal affairs investigation, criminal investigation, or other work-related purpose.

Examples of electronic recording devices include, but are not limited to, cellular telephones, digital cameras, stand-alone video cameras, Internet accessible webcams, video recorders, audio recorders, body-cameras, dash-cameras and software designed to monitor computer use by a specific user.

The employee(s) being recorded may also record the interaction or conversation.

This policy is not intended to infringe on an employee's right to engage in activity protected by law.

A violation of this policy may result in disciplinary action, up to and including termination.

O. ADMINISTRATION OF DOCUMENTS

Appropriate handling and maintaining confidentiality of City documents is a requirement. Each staff member who handles department documents is responsible for maintaining confidentiality and to effectively manage retention of assigned documents. If employees are questioned by someone outside the City regarding confidential City information, the request should be referred to the City Administrator for approval.

No one is permitted to remove or make copies of confidential City records, reports or documents without prior Supervisor approval. Any documents covered under public record laws are excluded under this policy. Disclosure of confidential information could lead to disciplinary action up to and including termination, as well as other possible legal action.

P. PERSONNEL RECORDS

The Human Resources Department maintains employee personnel records and treats them as confidential. Employees, or their designated representatives, may review their personnel records. The City requires a two (2) day notice to provide files for viewing. Any outside entities (i.e. non-personnel staff, union representative, the employee or other outside entities) will be required to sign an access log when viewing an employee file. Absent a valid court order, subpoena, or government or law enforcement investigation, only individuals with a need to know may access personnel records. All reviews of personnel records must take place in the Human Resources Department and no one may remove any personnel record from that department.

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, beneficiaries, individuals to be contacted in the event of an emergency and other such status reports should be accurate and current at all times.

Q. POLITICAL ACTIVITIES

Employees may not engage in political activities during their normally scheduled work hours, but may choose to use vacation or take unpaid leave to do so. Approval of leave will be determined based on the guidelines of each respective policy. Employees may not wear their official City uniform while engaging in political activities, regardless of the time or place of those activities.

Employees may not use their official position or authority to campaign for or otherwise further the cause of any political party or candidate for public office. Employees also may not use their official position or authority to give or receive political favors or to politically coerce or unduly influence others.

R. REDUCTION IN FORCE

The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority. Written notice of a layoff will be given fourteen (14) work days prior to the effective date unless an emergency exists. Upon receiving the written notice of lay off, the employee may be requested to cease working immediately however shall receive their normal wages and benefits

as if they were employed and working for 14 work days. Employees will be eligible for rehire for a period of six months from the date their layoff.

S. SEPARATION FROM EMPLOYMENT

Employees wishing to retire or leave employment with the City must give their department Director and/or the City Administrator written notice of their intention to resign. To allow the City sufficient time to fill a position, the City encourages employees in management positions to submit this notice at least 30 calendar days prior to their desired final work day. The City encourages all other employees to submit this notice at least 14 calendar days prior to their desired final work day.

Employees who resign or separate from the City must return all City property, including but not limited to laptops, cell phones, personal digital assistants, identification cards, tools, equipment, uniforms, keys, and key fobs, to their immediate supervisor before receiving a final paycheck.

Employees who resign or separate from the City as a result of a reduction in force or discharge will receive their final paycheck on the first regularly scheduled payday following the date of separation. The final paycheck will include a payout of all accumulated vacation leave.

Employees shall receive a payout of sick leave in accordance with their respective collective bargaining agreements; unclassified employees shall be paid out as outlined in Appendix F of this handbook. Such payouts will be available in the event of their resignation/retirement in good standing, or death. Discharged employees are ineligible for sick leave payouts in any amount.

Employees who separate from employment with the City in good standing are eligible for re-hire. Employees who separate from employment with the City as a result of a discharge are ineligible for re-hire.

T. SOLICITATION AND DISTRIBUTION

To prevent the disruption of work and to maintain a business-like work environment, the City prohibits the distribution of printed materials, selling of products or services, or solicitation for any purpose during actual working time. With prior written approval of your Department Director, employees may place printed materials and/or solicitations on employee bulletin boards and/or on City property.

U. TRAVEL POLICY

See Appendix D for the City's travel policy.

V. SMOKE-FREE WORKPLACE

The City prohibits smoking and/or vaping in any City building, facility, vehicle or equipment. In accordance with Nebraska law, any person violating the Nebraska Clean Indoor Air Act may be charged with a misdemeanor and subject to disciplinary action in accordance with the City's progressive discipline policy. Violations of this policy, should they not violate the Nebraska Clean Indoor Air Act, are still subject to progressive discipline.

W. APPEARANCE/DRESS POLICY

All employees are required to dress appropriately for a business/customer service environment. Directors may specify any additional or alternative requirements necessary for reasons of employee safety or public health.

Guidelines for employees who wear uniforms to work:

- a. Employees who wear a uniform of any type, including a simple uniform shirt, must be in uniform on all work days unless otherwise approved by the employee's department Director or the Director's authorized designee.
- b. Employees shall only wear the prescribed uniform when "on duty" or when traveling to or from work unless previously approved by the employee's department Director or the Director's authorized designee.
- c. If departmental uniform policy differs from this policy, employees shall comply with their departmental policy.

Employees who are furnished uniforms by the City will wear the uniforms during working hours. Any employee required to wear a uniform who reports to work out of uniform will be sent home for the day without pay. Employees who are called back to work after regular hours may work without the uniform only if circumstances require that they report for work immediately. If time allows for a change of clothing, they will be expected to work in uniform.

Uniforms are property of the City, and as such the City expects that they shall be kept clean and in good repair by the employee. No uniform item will be altered by removing the sleeves, cutting the pants to convert to shorts, or any other such alteration.

During cold weather, personal articles of clothing may be worn under City uniform if desired by the employee for additional warmth.

The City will replace uniform items which, as a result of reasonable wear and tear or that were damaged in the performance of official duty, no longer reflect favorably on the City. Employees desiring replacement item(s) will submit a Request for Replacement to their Superintendent or department head for those employees not having a Superintendent, who will decide whether a replacement item should be provided by the City. Superintendents may also instruct employees to request a replacement uniform item if deemed necessary and will also determine whether jeans being worn at the employee's option are acceptable as part of the uniform. While normal wear and tear is expected, uniform items which are lost or stolen, or are damaged through negligence or deliberate act on the part of the employee, shall be replaced at the employee's cost and such employee will be subject to disciplinary action, up to and including termination.

Approved Requests for Replacement will be forwarded by Superintendents to a designated individual who will order the replacement item, charge the replacement cost to the appropriate budget code, and record the replacement order on the appropriate individual uniform receipt form.

When the replacement item is received, the employee will turn in the item being replaced and acknowledge receipt of the new item by signature on the uniform receipt form. Employees are required to return all issued uniforms upon separation from the City. If all issued uniforms are not returned, the city will deduct the cost of the uniforms from the employee's final paycheck.

X. RETALIATION

It is a violation of City policy to retaliate against, intimidate, or harass any individual who exercises his/her rights or files a complaint under any of the City's policies, opposes any act or practice that violates City policy, or participates in any investigation, review, or hearing related to a complaint filed under City policy. Any member of management who knowingly allows or tolerates retaliation is in violation of this policy as well. All reported violations will be investigated by the City.

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

Y. WHISTLEBLOWER

The City will protect employees who exhibit good faith in reporting what they reasonably consider to be violations of federal, state or local statutes, or conditions that would put their health or safety, or that of other employees, at risk. The City has established reporting procedures for all such violations, conditions or circumstances, and we ask that our employees give us the opportunity to investigate and act to correct the problem. No employee will be discharged, retaliated against, or discriminated against in any manner for reporting what they in good faith believe to be such problems.

Z. GRIEVANCE PROCEDURE

The City designed the following three-step procedure to address and resolve employee grievances concerning his/her suspension, demotion, discharge or the application or interpretation of City policy. Failure to present a grievance, as well as failure to appeal a grievance, within the time period specified will void and prevent any future consideration of the grievance. Failure to answer within the time allowed, at any step, will allow the person filing the grievance to appeal to the next step.

STEP 1: An employee wishing to file a grievance must submit the following information in writing to his/her immediate supervisor within ten (10) business days of the action giving rise to the grievance:

1. The employee's name;
2. A detailed description of the action(s) on which the grievance is based;
3. The date(s) of the action(s);
4. The names of all witnesses to, or persons with knowledge of, the action(s);
5. The City policy(ies) and/or procedure(s) allegedly violated, if applicable; and,
6. The requested remedy.

The employee's immediate supervisor will review the grievance and may meet with the employee to discuss the grievance. The immediate supervisor will consider the information presented and issue a written decision to the employee, typically within ten (10) business days of receiving the written grievance.

STEP 2: An employee who is dissatisfied with his/her immediate supervisor's written decision may appeal that decision to his/her department Director. Within five (5) business days from the date of the immediate supervisor's decision, the employee must submit a copy of the initial grievance and the immediate supervisor's decision to the department Director. The department Director will review the employee's grievance and the immediate supervisor's decision and may meet with the employee. The department Director will consider the information presented and issue a written decision to the employee, within ten (10) business days of receiving the appeal.

STEP 3: An employee who is dissatisfied with his/her department Director's written decision may appeal that decision to the City Administrator. Within five (5) business days from the date of the department Director's decision, the employee must submit to the City Administrator a copy of the initial grievance, the immediate supervisor's decision, the department Director's decision, and if desired, a request to meet with the City Administrator. The City Administrator will review and consider the information presented. The City Administrator will meet with the employee, if requested (so long as employee has already complied with Step 1 and 2, and the department Director, Human Resources Director and/or legal counsel may attend the meeting. The City Administrator will issue a written decision to the employee, typically within ten (10) business days of receiving the appeal or meeting with the employee.

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved. Copies of the grievance, and the answers thereto, at all steps in the procedure outlined above will be submitted to the City Administrator who shall determine the distribution of said grievance. If an employee is called upon to give testimony on his or her grievance, said employee will have the right to be represented by any person of their choice if the employee so desires. An extension to the number of days in any step must be mutually agreed upon by the City and the employee. The grievance procedure in any respective collective bargaining agreement will be utilized for those employees that such agreement covers.

AA. PRESS RELEASE POLICY

See Appendix C for information regarding the City's press release policy.

IV. SAFETY AND SECURITY POLICIES

A. CELL PHONES AND PDA'S

The City recognizes that many employees have personal cell phones and/or personal digital assistants ("PDAs") used for non-work-related matters. To foster productivity and limit disruption in the workplace, employees may only use these devices for non-work-related matters during breaks and meal periods or in emergency situations.

To ensure the safety of all City employees and general public, cell phones and City radio use are discouraged while operating City vehicles/equipment, except for emergency vehicle operations. Whenever possible, pull over to a safe area and park the vehicle before answering or making a call. The act of sending, receiving or reading any electronic message (text, email, etc.) while operating City vehicles/equipment is strictly prohibited.

B. PHYSICAL EXAMINATIONS

The City may require an employee, as a condition of employment or continued employment, to submit to undergo a physical examination when related to the applicant's or the employee's job and consistent with business necessity. The City will pay for the cost of the examination. The City will also select a health care provider to perform the examination, who will determine whether the employee is fit for duty and able to perform the essential functions of his/her job and/or whether the employee will not pose a risk of substantial harm to himself/herself or the health or safety of others. The City will maintain the confidentiality of all information regarding the applicant's or the employee's medical history and will disclose the results only to those with a need to know.

The City expects applicants and employees to provide accurate and complete information to the health care provider, which includes the disclosure of the need to use prescription and/or nonprescription legal drugs at work. At any time of employment, employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who provide inaccurate or incomplete information to the health care provider or who refuse to submit to or do not pass a physical examination. The City will discipline, up to and including discharging, employees who fail to provide accurate or incomplete information to the health care provider or who refuse to submit to a physical examination.

C. DRUG AND ALCOHOL-FREE WORKPLACE

The City seeks to maintain a drug-free workplace for the safety and health of its employees and citizens. Being impaired may pose serious safety and health risks, not only to the user, but to all employees and citizens exposed to the user as well as the security of the City's equipment and facilities. The possession, use or sale of alcohol or illegal drugs in the workplace pose unacceptable risks for the City's safe and efficient operations. Accordingly, it is the City's right, obligation and intent to maintain a safe and efficient working environment for all of its employees and to protect City property, equipment, operations, and citizens. This Policy applies to all employees as well as prospective employees.

1. Substances

- a. **Illegal Drugs¹ and Alcohol²:** The City prohibits employees from being under the influence of, or using, in possession of, manufacturing, purchasing, selling, dispensing, or distributing alcohol or illegal drugs while performing work for the City, while operating City vehicles or equipment, or while on City property. This policy does not prohibit employees who are not performing work for the City or operating City vehicles or equipment from consuming, possessing, purchasing, selling, dispensing or distributing alcohol at City-sponsored or City-sanctioned social functions on City property.
- b. **Legal Drugs³:** The City further prohibits employees from using or being under the influence of any legally obtained drug, whether prescribed or over-the-counter, while performing work for the City, while operating City vehicles or equipment, or while on City property to the extent such use or influence may affect: (1) the safety of the employee; (2) the safety of other City employees or members of the public; (3) the employee's job performance; or, (4) the City's safe or efficient operation. Employees are under no obligation to reveal use of a legally obtained drug unless they know or reasonably should know that the drug would have one or more of these effects.
- c. **Cannabidiol⁴:** The City does not prohibit the use of Cannabidiol (also known as CBD), however any employee using any Cannabidiol or CBD products should use said product at their own risks because the City does prohibit tetrahydrocannabinol (THC). Some Cannabidiol and/or CBD may contain THC, the psychoactive ingredient found in marijuana that produces a high. Should any employee decide to utilize Cannabidiol/CBD and the employee test positive for THC from the purported use of the products, the City may impose disciplinary action.

¹ "Illegal Drug" means: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This definition also includes marijuana, even if such substance is legal in a state other than Nebraska.

² Alcohol means any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor, alcohol, spirits, wine, and beer, as further defined in Nebraska Revised Statute 53-103.01, 53-103.03, 53-103.38 and 53-103.42, every liquid or solid patented or not, containing alcohol, spirits, wine, or beer and alcohol used in the manufacture of denatured alcohol extracts, syrups, or medicinal, mechanical, scientific, culinary, and toilet preparations. (State Law Reference: Neb. Rev. Stat. 48-1902(1)).

³ "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

⁴ "Cannabidiol or CBD" comes from either the marijuana plant or the hemp plant. It was made available to consumers by the 2018 Farm Bill, which allows for production and sale of CBD products. Pure CBD does not contain tetrahydrocannabinol (THC). CBD products come in several forms including makeup, oils, lotions, creams, vapors, beverages and various edibles. Most CBD products are not regulated by the FDA with the exception of a prescription oil known as Epidiolex. Some CBD products may contain THC. Currently, there is not a test kit available that can presumptively distinguish between legal Hemp/CBD and illegal cannabis/THC.

Employees must inform their supervisor within 24 hours of being given a citation and/or receiving a conviction of a drug or alcohol related offense committed while the employee was on work premises or representing the City in any official capacity.

Employees who are off duty and under the influence of alcohol or drugs must refuse emergency calls.

2. Drug and Alcohol Screening

At the City's discretion, it may require an employee to submit to drug and/or alcohol testing in the following circumstances:

- a. **Pre-employment.** The City requires all applicants, upon receiving an offer of employment with the City, to submit to a drug and/or alcohol test. Employment with the City is conditional on passing that test. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who refuse to submit to, or fail, drug and/or alcohol testing.
- b. **Reasonable Suspicion.** The City may require an employee to undergo such testing where management has a reasonable suspicion based on observation or reports to believe that an employee is using or has used drugs and/or alcohol in violation of this policy. The Human Resources Director should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (located on City Intranet and HRIS system) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor, along with another member of management, should confront the employee with the documentation. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*
- c. **Injury or Accident.** The City may require an employee to undergo drug and/or alcohol testing if the employee: sustains a personal injury in the workplace that requires medical treatment beyond first aid; has an injury that results in days away from work, restricted work or transfer to another job; has an injury that results in loss of consciousness; has been involved in a workplace accident where another individual has sustained a personal injury resulting in medical treatment; is involved in any incident resulting in the loss of human life; receives a ticket for a moving traffic violation arising from an accident; is involved in a workplace accident resulting in property damage of \$1,000 or more.

The City generally will use the collection and testing procedures established by the State of Nebraska and the United States Department of Transportation for drivers of commercial motor vehicles. The City will pay the cost of all initial and confirmatory drug and/or alcohol tests, and will pay any lost wages for submitting to tests before or after an employee's regular work hours. The City will treat as confidential the results of drug and/or alcohol testing and will disclose the results only to those with a need to know. An employee's consent to submit to testing is required as a condition of employment. Any employee who refuses to submit to a required drug or alcohol test,

or who attempts to invalidate or commit fraud concerning the test, or who fails to appear for a scheduled test in a timely manner, without prior written permission from the City, will be discharged.

3. DUI and DWI

Any City employee that is arrested for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is required to notify their supervisor as soon as possible. Should an employee have their operator's license or Commercial Driver's License (CDL) suspended or revoked due to a DUI or DWI the employee must notify their supervisor immediately. Any employee required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), and is convicted of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI), will be subject to disciplinary action as outlined in section 4 of this policy. As described in City-owned vehicle policy, no employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours.

4. Disciplinary Action

Any employee that violates any provision of the City's Drug and Alcohol-Free Workplace policy is subject to disciplinary action, up to and including termination. Based upon a review of the employee's overall work record (including, but not limited to, attendance, prior disciplinary actions within the last 3 years as well as performance evaluations) and the circumstances of the case (including, but not limited to, the ability of the City to reasonably accommodate the employee if modified job duties would be necessary as well as the severity of the offense), the City may decide to forego termination and impose another form of discipline (suspension, demotion, or any combination of the two) and require that the employee submit to rehabilitation and place the employee on a "Last Chance" agreement.

In such event, the employee must immediately enroll in and successfully complete an approved rehabilitation program, of which, the employee will be responsible for all related costs. An employee required by the treatment program to take time off must use accumulated sick leave, compensatory time or vacation leave to the extent it is available in the employee's account. Employees who do accept a "Last Chance" agreement as a term of continued employment are subject to follow-up testing as outlined in section 2d of the City's Drug and Alcohol-Free Workplace policy.

The "Last Chance" agreement shall apply to current employment, and if applicable, subsequent reemployment(s) for a period not to exceed 15 years of total employment. If the employee on a "Last Chance" agreement tests positive in follow up testing, or tests positive under reasonable suspicion or post injury/accident, they will be subject to immediate termination.

Additionally, should any employee on a "Last Chance" agreement, that is required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), be convicted of subsequent Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) offenses, they will be subject to immediate termination. The employee will waive all rights to contest any termination resulting from a violation of the "Last Chance" agreement.

The City encourages employees who suffer from alcohol or drug abuse to obtain treatment. It is the employees' responsibility to seek assistance before alcohol and drug problems lead to disciplinary action, which may include discharge. The employee's decision to seek assistance, will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Once a violation of this Policy occurs, seeking or undergoing rehabilitation will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

D. MODIFIED DUTY

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Police and Fire Departments will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

Eligible employee means any employee who:

1. Suffers from a work-related related or non-work-related, medically certified illness injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Risk Manager (Return-to-work Coordinator). The Risk Manager (Return-to-work Coordinator) will determine whether the employee is eligible and will notify the employee of that determination. Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment (i.e. full duty with no restrictions).

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that

are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Risk Manager (Return-to-work Coordinator) for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Risk Manager (Return-to-work Coordinator). Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Risk Manager (Return-to-work Coordinator).

E. CITY-OWNED VEHICLES

City vehicles are provided to support work activities and are to be used only by qualified and authorized employees. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost. Seat belts will be worn at all times when driving or riding in a City vehicle.

- 1. Authorization:** Employees who are authorized to use a City vehicle must meet the following requirements:
 - a. Must be at least 18 years of age;
 - b. Must meet licensing requirements for the class of vehicle being operated;
 - c. Comply with all restrictions listed on their driver's license;
 - d. Must consent to the City obtaining their official driving record, if requested;
 - e. Wear seat belts and ensure that all passengers are wearing seat belts;
 - f. Operate the vehicle in a safe manner;
 - g. Obey all federal, state, and local laws, regulations, and rules of the road;
 - h. Drive defensively to avoid injuries and property damage;
 - i. Notify their Department Director or the City Administrator should they receive a citation while driving a City vehicle; and,
 - j. Keep vehicles clean and free of debris.
- 2. Disqualifications:** Employees cannot have any of the following violations:
 - a. Been convicted of three or more moving violations or at fault accidents in the past 36 months; or
 - b. Has been convicted of fleeing or eluding police, leaving the scene of an accident, passing a stopped school bus, reckless driving, or willful reckless driving in the past 36 months.
- 3. Restrictions:** The City employees from:
 - a. Using a cell phone or electronic device for texting, emailing, or other forms of written electronic communication;
 - b. Smoking and/or vaping in City vehicles at any time;
 - c. Being under the influence of or using alcohol or illegal drugs; and
 - d. Being under the influence of or using legal drugs that may affect the employee's job performance, the City's safe or efficient operation, or the safety of the employee, other City employees, or members of the public.
- 4. Review of Motor Vehicle Record:** State Motor Vehicle Records (MVRs) will be used as the source of verifying driver history. MVRs will be obtained and reviewed at least annually for employees who operate City vehicles. Driving privileges will be withdrawn or suspended for any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken. Employees who operate City vehicles must immediately notify their

department Director or the City Administrator if their driver's license is expired, revoked or suspended. Employees who are unable to operate a City vehicle in the performance of their job duties are subject to disciplinary action up to and including termination.

- 5. Traffic Violations and Drug Testing:** Fines for parking or moving violations are the personal responsibility of the assigned operator. The City will not condone nor excuse ignorance or traffic citations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to their immediate Supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (City, personal, or other) while on City business. Failure to report violations will result in appropriate disciplinary action. Traffic violations resulting in a citation incurred during non-business hours that will affect your drivers' license as well and are subject to review.

When an accident involves a City vehicle of any type the City reserves the right to require a drug and/or alcohol test on the driver within two hours by a medical facility. Employees must immediately call the non-emergency police number to report all accidents involving a City vehicle and get a police report. They must then notify their department Director or the City Administrator when an accident occurs. The City may hold employees personally liable for the negligent or careless use of City vehicles.

- 6. Operation of City Vehicles Under a Probationary or Temporary License:** No employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours. Paper licenses issued by the state that afford the driver all normal driving privileges are not considered temporary licenses under this policy.

F. PET POLICY

The City of Bellevue is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of Bellevue does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals. In addition, the City of Bellevue wishes to prevent pets from fouling the office space or damaging City property.

SERVICE ANIMALS ARE NOT PETS

An employee who requires the help of a service animal will be permitted to bring a service animal to the City of Bellevue workplace, provided that the animal's presence does not:

1. Impair and/or distract Employee so that he/she is unable to perform the essential functions of the job while at the same time maintain custody and control of the animal; or
2. Have an unreasonable impact on other City of Bellevue employees or the operation of City business.

Additionally, the animal cannot have a history of dangerous behavior or begin to exhibit any dangerous behavior. The animal must be housebroken and may not otherwise have health issues that cause a direct threat to the health and safety of others. The animal may not be allowed if it causes an allergic reaction to another employee in the same workplace.

In order to be allowed to bring a service animal into the workplace, an employee shall submit the certification or verification to the Human Resources Director showing that the animal is certified as a service animal and shall confirm in writing with the Human Resources Director that the animal does not have a history of dangerous behavior, that the animal is housebroken, and that the animal does not otherwise have health issues that may cause a direct threat to the health and safety of others. Said documentation shall be maintained in the employee's personnel file.

Any individual with a grievance regarding a service animal at the office should bring the matter to the attention of the employee's immediate supervisor or the Human Resources Director.

V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES

A. CODE OF ETHICS

The City expects all of its employees, as employees and representatives of the City and its citizens, to demonstrate the highest standards of ethics and business conduct. Toward that end, employees shall abide by the Code of Ethics adopted by the City Council and contained in Appendix A of this handbook.

B. GENERAL RULES OF CONDUCT

As an integral member of the City's employment team, employees shall accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of customer service and personal integrity at all times. The City will comply with all federal, state and municipal statutes.

C. CONDUCT STANDARDS

In addition to the Code of Ethics, the City requires its employees to abide by standards and rules that foster a safe and healthy workplace, ensure the highest quality of service to citizens and businesses, and protect the City's reputation and property. The City, therefore, prohibits employees from conducting themselves in a manner that is inconsistent with these principles.

The following is a non-exhaustive list of conduct that the City prohibits and considers sufficient cause for disciplinary action:

1. Adversely affecting relations with employees, customers, citizens or vendors.
2. Abusing the City's leave policies.
3. Engaging in disrespectful, discourteous, belligerent, or abusive behavior.
4. Habitual or excessive absenteeism or tardiness.
5. Dishonesty and/or providing false or misleading information, or omitting to provide information, to the City or its employees, customers, citizens or vendors.
6. Avoiding, refusing, neglecting or failing to perform work duties.
7. Destroying, damaging, sabotaging, misappropriating, misusing, stealing or tampering with the property of the City or its employees, customers, citizens or vendors.
8. Unauthorized or inappropriate use of City property.

9. Insubordination, or refusing or failing to follow a supervisor's order or instruction.
10. Causing or threatening to cause injury to individuals or property.
11. Failing to report work-related injuries, illnesses, accidents or damages.
12. Using abusive, vulgar, profane, threatening or obscene language.
13. Falsifying records, reports, or documents, including employment application.
14. Inducing, attempting to induce, or participating in the inducement or attempted inducement of, a City officer or employee to commit an illegal act or violate City policy.
15. Leaving one's work station or area without a supervisor's permission.
16. Gambling or conducting, soliciting or participating in lotteries, pools or other games of chance on City property without previously obtained Director permission.
17. Incompetence, or engaging in sub-standard work performance, conduct, or quality that results in a loss of confidence or trust in the employee or his/her ability to perform at an acceptable level.
18. Working unauthorized overtime and/or failing to properly record time worked and time off.
19. Engaging in harassing, discriminating, threatening, intimidating, or retaliatory conduct.
20. Working under the influence of drugs and/or alcohol (in violation of the Drug and Alcohol-Free Workplace Policy).
21. Misrepresenting City policies and procedures.
22. Discussing or divulging confidential information to any person not authorized to receive said information.
23. Abusing or misusing one's position or authority.
24. Inability to get along with coworkers or the public.
25. Violating federal, state or local law.
26. Violating City policy and/or the policies in this Handbook.
27. Using City property for personal gain, benefit or reasons, including the conduct of personal business during paid time on the City clock.
28. Use of City position for private gain.
29. Engaging in any conduct that the City deems unprofessional or unbecoming, reflects adversely on the employee or the City, damages the City's reputation, or that is inconsistent with reasonable rules of conduct or the City's best interests.
30. Failure to comply with State Constitution, State Statutes, an executive order, rules and regulations of the employing department.

D. DISCIPLINE AND DISCHARGE

The City may take disciplinary action, up to and including termination, when behavioral and/or performance issues arise. The City Administrator, department Director, or their designee may place an employee on paid administrative leave pending the outcome of an investigation into a complaint or potential violation of City policy.

When the City deems it appropriate under the circumstances, the City will use progressive discipline as outlined below. However, the City may combine or skip steps depending on, among other factors, the nature of the issue, the facts of each situation, mitigating and aggravating factors, and the employee's disciplinary history, regardless of whether the current issue is the same or different than any past problem.

Disciplinary procedures for the Police and Fire Departments must conform to those established by the Civil Service Commission. Discharge and discipline procedures as set forth by Civil Service Commission Rules and Regulations, City Ordinance and collective bargaining agreements shall supersede this policy where applicable.

1. **Verbal Warning:** A supervisor or department Director may give an employee a verbal warning that will involve a discussion of the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will document the verbal warning, provide a copy to the employee, and place the verbal warning in the employee's personnel file.
2. **Writing Warning:** A supervisor or department Director may give an employee a written warning that will identify the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will provide a copy of the written warning to the employee and place the written warning in the employee's personnel file.
3. **Suspension and/or Demotion (Final Warning):** A department Director may recommend, in writing, that the City Administrator demote and/or suspend an employee for up to 30 days. Any employee that is suspended will serve his or her suspension without pay. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.
4. **Termination:** A department Director may recommend, in writing, that the City Administrator terminate an employee. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.

Prior to the City Administrator adopting, modifying or rejecting a department Director's recommendation for suspension, demotion, and/or termination, an employee (that is not in their introductory period) has the right to a pre-disciplinary hearing. At that hearing, an employee may present his/her version of the facts, present evidence of mitigating circumstances and/or exculpatory information, and call witnesses.

An employee wishing to exercise his/her right to a pre-disciplinary hearing must direct his/her written request to the City Administrator within five business days of the recommendation for suspension, demotion, or termination. The City Administrator will then notify the employee of the time and date of the pre-disciplinary hearing. The pre-disciplinary hearing will be recorded.

Following the hearing, the City Administrator will issue a decision on the disciplinary recommendation, provide a copy to the employee, and place a copy of the decision in the employee's personnel file.

If the City Administrator does not receive a written request for a pre-disciplinary hearing within five business days of the disciplinary recommendation, the employee will be deemed to have waived his/her right to such a hearing and the City Administrator will issue a decision on the recommendation. The City Administrator will provide a copy of his/her decision to the employee and place a copy of the decision in the employee's personnel file.

VI. WAGES & HOURS OF WORK

A. ATTENDANCE

The City provides important and critical services to its citizens and businesses. To ensure that it continues to provide those services, the City expects all employees to be present when scheduled. The City deems regular attendance an essential function of all jobs and will consider your attendance record when making changes to employment status including, but not limited to, promotion, transfer, termination, demotion, and layoff decisions.

1. **Absences:** If an employee must be absent or late due to the weather, illness, injury, or other emergency, the employee must notify his or her Supervisor or Director by a personal phone call, when possible, prior to the first normal duty hour. During a long illness, an employee must keep his or her Supervisor or Director advised of the employee's status and anticipated return date.

You, or someone on your behalf, must speak directly with, leave a voicemail for, or email/text your immediate supervisor, or his/her designee, with an explanation of why you will be absent or late, and the date and/or time you will return. You must continue to notify your immediate supervisor, or his/her designee, each day you are absent. Failure to give timely and proper notice of any absence or late arrival may result in discipline, up to and including termination. The City considers any absence of three (3) or more days, without the proper communication/notification to your immediate supervisor, to be grounds for immediate termination.

2. **Tardiness:** As a condition of employment, employees shall be at their places of work promptly at the beginning of their normal work duty periods and at the end of their lunch periods. It is expected that the employee shall remain at their place of work throughout the duration of their normally scheduled shift. Tardiness, or the failure to comply with the expectations as described previously in this paragraph, will be monitored and recorded by the Supervisor or Director for inclusion in each employee's personnel file and may lead to disciplinary action.

B. EMPLOYEE CLASSIFICATIONS

For purposes of determining compensation and benefits, the City will classify an employee as one of the following:

1. **Full-time (FT):** Employees are hired for an indefinite period of time and are regularly scheduled to work a minimum of 40 hours per workweek. Full-time employees are eligible for all benefits offered to employees.
2. **Part-time benefit eligible (PB):** Employees are hired for an indefinite period of time and are regularly scheduled to work 30-39 hours per work week. They will be considered full time for health and dental insurance (rates) benefits but do not receive any other benefits. Full-time status under this classification does not afford any employee any other benefit, provision or policy in this handbook; for all purposes other than health and dental insurance, this employee is considered a Part-time employee.
3. **Part-time (PT):** Employees are hired for an indefinite period of time and are scheduled to work no more than 28 hours per workweek, or in the case of part-time firefighters, 168 hours in a 28-day work cycle. Part time employees are not eligible for any benefits.

4. **Seasonal (SE):** Employees are hired for a period of no more than 120-days per years.

5. **Temporary (TM):** Employees are hired for a period of no more than 90-calendar days.

Such employees will be either be:

1. **Exempt:** Exempt employees are administrative, executive, and professional employees and certain computer professionals who typically earn wages on a salary basis. These employees are ineligible for overtime compensation under the Fair Labor Standards Act (“FLSA”).
2. **Non-exempt:** Non-exempt employees earn wages by the hour or on a salary basis and are eligible for overtime compensation under the FLSA.

The determination of exempt or non-exempt status is based on the current job description of every City position.

Regardless of classification, work schedules for employees can vary throughout our organization. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

C. **JOB CLASSIFICATION PLAN**

1. **General:** A written job classification plan has been established to identify those job assignments that employees perform which are necessary to complete the mission of City government.

A written job classification contains the purpose of the job, the essential functions of the job, the essential knowledge, abilities and skills necessary to perform the job, any essential education, certification and/or licenses to perform the job and essential physical demands and working conditions that the employee will need and encounter in performing the job.

The purpose of the above job classification categories are to assist the City with the ability to:

- a. Establish appropriate pay based upon comparability studies and ensure like pay for like work as well as statutory requirements regarding public employee bargaining;
 - b. provide a means of analyzing work distribution, areas of responsibility, lines of authority and other relationships between City job classifications;
 - c. establish training programs to enhance the performance of current job duties or for future promotional opportunities for employees; and
 - d. determine appropriate job interview questions to ensure compliance with equal opportunity laws and regulations.
2. **Modification to Existing Job Classification Plan:** It may become necessary to modify the existing job classification plan in order to address changes in the work environment or work responsibilities. These changes may result in the amendment to in existing job classification, consolidation of existing job classification, the creation of a new job classification or the deletion of an existing job classification.

When a department Director anticipates or is experiencing a change in the work environment or a modification to existing work responsibilities, the department Director shall submit a written request to the City Administrator outlining the justification for the request.

The City Administrator shall research and analyze the written request and determine the appropriate action to be taken. Based upon the results of the analysis and research, the City Administrator may:

- a. determine the department request is not justified and take no action;
- b. amend the job classification in question to reflect the resolution of the request;
- c. create a new job description that will address the resolution of the request; or
- d. consolidate and/or delete of the existing job classification as part of the research and analysis.

Employees assigned to an existing job classification that has been determined to be deleted shall adhere to the “Reduction in Force” procedure as stated in the policy or as stated within their respective labor agreement that represents said job classification.

3. **Transfer:** Transfers of employees of the same job classification from one department to another department must be approved by the City Administrator. Directors wishing to transfer an employee of the same job classification to a different department will submit to the City Administrator a written request outlining the justification for the transfer. The effective date of the transfer will be the date authorized by the City Administrator.

Transfer of employees of the same job classification within a department is the responsibility of the Department Director.

D. FLEXTIME

There are two different categories of flextime that the City recognizes, flexible schedules and flextime arrangements. Employee classifications must still be met when applying flex time principles.

Flexible schedules are pre-approved changes in the employee’s weekly scheduled hours of work (shift). Using the administrative staff as an example, the scheduled hours are typically 8am-4:30pm, Monday through Friday. An employee with a pre-approved flexible schedule could change their weekly scheduled hours to 7:00am-3:30pm, Monday through Friday, so long as the employee is working 80 hours per pay period and maintaining their employment classification.

Flextime arrangements (“flextime”) are pre-approved changes in hours that may vary week to week. Again, using administrative staff as an example, an employee might need to leave at 3:30 one day for a school program for their child. A flextime arrangement would allow that employee to work an extra hour in that week to make up for the hour that they left early. 80 hours per pay period must be met in order to maintain employment classification.

A full-time employee who has successfully completed his/her introductory period may work a flexible schedule (“flextime”) with the prior written approval of his/her department Director. A department Director may work a flexible schedule with the prior written approval of the City Administrator.

Upon receipt of a flextime arrangement/flextime request, the department Director or City Administrator will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department and the request must be preapproved. The department Director or City Administrator may suspend or cancel the flextime arrangement/flexible schedule at any time.

E. HOURS OF WORK, BREAKS AND MEALS

The City Administrator and department Directors are responsible for establishing the hours of work for the employees they supervise.

Employees scheduled to work eight (8) hours or more a day may take:

1. 60-minute meal break each day (and no breaks), 30 minutes of which will be unpaid; or,
2. 30-minute, unpaid meal break and two 15-minute paid breaks each day.

Employees may not take breaks or lunch breaks earlier than 60 minutes following the beginning of their shift or later than 60 minutes before their shift ends.

F. OVERTIME AND COMPENSATORY TIME

1. **Overtime:** The City will pay unsworn, non-exempt employees the overtime rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. In calculating “hours worked,” the City will consider only actual hours worked, vacation, holiday, bereavement, military and comp time/administrative leave time. Sick leave will not be counted as hours worked in computing overtime. Employees must receive written approval from their immediate supervisor prior to working overtime, and failure to do so may result in disciplinary action.
2. **Compensatory Time:** In lieu of overtime compensation, non-exempt employees may opt to accumulate compensatory time at the rate of one and one-half (1½) times their hours worked in excess of 40 per workweek. Such employees may not accumulate more than 80 hours of compensatory time at any given time, and may use compensatory time upon receiving advance written approval from their immediate supervisor. Once the 80-hour max is accumulated, all overtime will be paid at the rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. Under no circumstances should employees be performing work off of the clock.
3. **Administrative Comp Time:** Exempt employees may earn administrative leave time. Leave time can be earned at a rate of one hour of leave for each hour exceeding 80 each pay period, not to exceed 80 hours in a fiscal year. On September 30th of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Time spent attending mandatory meetings and trainings, per job requirements, is counted as hours worked and will be paid. If attendance is voluntary and not required by the City, employees will not be paid. Non-exempt employees will be paid for travel time to attend mandatory meetings and trainings from their normal work location to the meeting location. Employees will not be paid for travel time from (or to) home for a required meeting or training. If an employee is required to attend a meeting or training and is not scheduled to work that day, the employee will be compensated for time spent at the meeting and any travel time to and from the meeting that takes place within what would typically be the employee’s regularly scheduled work day; however, travel

from (or to) home in connection with such a meeting is not compensable if such travel occurs outside the employee's regularly scheduled work hours.

G. COMPENSATION

1. General Policy: Please refer to any union collective bargaining agreements if appropriate.

It is the policy of the City to pay fair and equitable salaries to all employees based on the relative value of each position within the City, giving due consideration to rates paid in comparable municipalities for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program which will:

- a. Attract and retain high caliber individuals; and
- b. Provide peak motivation to employees by paying salaries, within the boundaries of the established ranges, based on the individual's accomplishments.

2. Responsibility for Salary Administration: The City Administrator is responsible for the development, maintenance and continued administration of the salary schedule. The City Administrator will conduct such special studies of pay policies deemed necessary or expedient, and as a result of such study, may recommend amendments of salary ranges and related employee policies to the Mayor and City Council.

3. Salary Ranges: A salary range provides a minimum and maximum salary rate. The minimum salary rate serves as a normal entrance salary for new appointees to any position in a class and represents the lowest rate to be paid to an employee who is considered qualified for appointment to, or retention of, the position. A maximum salary rate is the highest amount to be paid to any employee who occupies a position in the class, considering the limitation on the class of positions and its relationship to other classes.

The salary ranges are intended to furnish administrative flexibility in meeting changing labor market conditions and recognizing meritorious services of employees.

No payment or allowance will be made to any employee which would have the effect of causing his or her total compensation or pay for any period to exceed the maximum rate prescribed for the class except as is expressly authorized in the established salary or by the provisions of the section relating to overtime allowances. Likewise, no employee should be paid less than the minimum rate prescribed for his or her class.

4. New Employee Pay Rates: New employees will be hired as close to the minimum of their position grade range as possible unless they possess special qualifications or extensive experience. Employees will not be hired at an actual salary above the minimum of his or her position grade range, except under unusual circumstances as determined by the City Administrator.

5. Pay Increase Eligibility: Upon successful completion of the introductory period and anniversary date, an employee may receive a pay adjustment. The anniversary date of an employee should be the calendar date upon which employment with the City started or the date that an employee was transferred, promoted or demoted in to a new position. Employees who have been suspended from work, demoted as a result of discipline, or issued two or more disciplinary reprimands in the immediately preceding 12-month period shall not be eligible for a performance adjustment.

6. **Pay Rates in Demotion:** If an employee is demoted, their rate of pay will be determined as follows:
 - a. If the rate of pay in the higher-grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay will be reduced to no more than the maximum rate of pay of the lower position.
 - b. The rate of pay will be reduced to the closest approximation of ten percent (10%).
 - c. If an employee decides to self-demote due to being hired in to a lower-grade position, the rate of pay will be reduced to the closest approximation of five percent (5%).
7. **Payment of Leave Upon Death of an Employee:** Upon the death of an active full-time employee who has completed the introductory period, the employee's beneficiary will be entitled to payment for such accumulated paid leave as was available to the employee at the time of his or her death in accordance with this policy or as stated in existing labor agreements.
8. **Wages in Advance:** It is the policy of the City that no advance in future wages (including accrued vacation leave) shall be made.
9. **Pay for Absence from Work Due to Weather Conditions:** When an employee cannot report for normal duty due to weather conditions, the employee shall have the option to take a deduction of vacation leave, compensatory time or administrative comp time as long as the employee notifies his or her Supervisor no less than fifteen (15) minutes prior to the start of the employees regularly scheduled start time.
10. **Pay rate for Upgrades:** If an upgrade occurs, the employee shall be moved to a step that is most equal to their current rate, without being reduced.
11. **Pay rate for Promotion:** If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).
12. **Working out of class:** When the employee is assigned to perform the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall receive a 5% increase over his/her current pay.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor or department director may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the BPMA President.

H. PAY PERIODS, PAY DAY AND PAY CORRECTIONS

Each pay period covers two weeks (bi-weekly), beginning with a Sunday and ending on a Saturday. Pay for the pay period will be issued on the following Friday by direct deposit. If a pay day falls on a holiday, the City will pay employees the day before the holiday. The City will make all required federal, state, and local deductions from your paycheck as well as all voluntary deductions such as health insurance premiums and other items you authorize in writing.

If the employee notices any discrepancies on their paycheck, the employee must immediately report them in writing to the Human Resources Director. If the City shall notice the discrepancy, the City will notify the employee in writing. Once the discrepancy is discovered, either by the employee or the City, corrections will typically be made to the employee's paycheck within the following two (2) payrolls. Should an error result in the need for repayment to the City by the employee, a mutually agreed upon repayment plan may be made with the Human Resources Director. Failure to report discrepancies once discovered may result in disciplinary action, up to and including termination of employment.

I. TIMEKEEPING

Non-exempt employees must report their hours of work using the City's timekeeping system. Employees must record their in and out times at the beginning and end of their shifts and meal breaks, and may not perform any work unless entered in the timekeeping system.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Any employee that is asked to work off the clock or sees another employee working off the clock must report this immediately to the Human Resources Director. If you make an error when clocking in or out, or when otherwise entering your time, you must immediately notify your immediate supervisor.

VII. BENEFITS

A. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The City provides accidental death and dismemberment insurance to full-time employees. This coverage will be effective the first of the month following 30 days of employment. The City will pay for the cost of such insurance.

B. BEREAVEMENT LEAVE

1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave. An employee may also receive up to five (5) days of paid bereavement leave upon providing reasonable documentation demonstrating that the employee has legal responsibilities arising from an individual's death, including serving as an executor, administrator, trustee, or other court-appointed fiduciary responsible for administering the decedent's

estate or affairs. Such leave may be taken consecutively or non-consecutively.

2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave. Such leave may be taken consecutively or non-consecutively.
3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.
4. An employee seeking to take bereavement leave must obtain approval from his/her immediate supervisor prior to taking such leave. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave.
5. Bereavement leave shall not be deducted from accrued sick or vacation leave and is not required to be taken consecutively.

C. DENTAL INSURANCE

The City offers dental insurance to full-time employees and their dependents. This coverage will be effective the first of the month following 30 days of employment. Eligible employees who wish to include their dependents on their dental insurance plan must pay any additional premium and authorize the City in writing to deduct that additional premium from their paychecks.

D. DISABILITY INSURANCE

The City provides long-term disability insurance to full-time employees at no cost to them. This coverage will be effective the first of the month following 30 days of employment.

E. EMPLOYEE ASSISTANCE PROGRAM

The City offers an Employee Assistance Program ("EAP") to employees who need assistance dealing with issues affecting them both at home and at work. The program offers professional counseling at no cost and on a voluntary basis to employees and their families for alcohol or drug abuse, family and marital problems, and emotional issues. Employees and their family members wishing to take advantage of the program may contact the EAP provider directly. If an employee has any questions they can also contact the Human Resources office for further guidance.

The Employee Assistance Program also provides professional counseling at no cost to employees for job performance issues and concerns. Employees may undergo such counseling on a voluntary basis, or supervisors may refer employees to mandatory counseling for job performance issues and/or as part of disciplinary action. The EAP liaison will coordinate all referrals, whether voluntary or mandated.

1. **Confidentiality:** All information given to the internal EAP liaison regarding personal problems will remain confidential. All information given to EAP will be kept confidential within statutory guidelines. Information from the EAP may only be obtained by the City with written permission by the employee.
2. **Supervisory Referrals:** Supervisory personnel throughout the City shall be responsible to promote the availability of the EAP resources to employees. It is recognized that supervisors do not have the professional qualification to assess specific personal problems. Necessary referral to EAP will be based on documented unsatisfactory work performance.

Procedures for Making Supervisory Referral:

- a. When a notice of disciplinary action is completed, the Supervisor may inform the employee of the availability of EAP. Depending upon the severity of the job performance problem, the Supervisor or Department Director may require the employee to contact the EAP for assistance.
- b. A referral to the EAP will occur simultaneously with standard disciplinary action for unsatisfactory job performance.

Initial assessment/counseling time with the EAP will be considered "City Time" for supervisory referrals only. Leave time for follow-up sessions with the EAP and/or referral agencies will be handled in accordance with standard leave policies.

3. **Responsibility of the Employee:** The employee has the responsibility to follow through with the Supervisor's recommendation to contact the EAP counsellor and to cooperate with the recommended course of action. Employees who refuse assistance or who do not respond to or fail to successfully complete the recommended course of action will be handled in accordance with standard disciplinary procedures for unsatisfactory job performance and/or insubordination.

F. HEALTH INSURANCE

The City offers health insurance to full-time employees and their dependents on the first day of the month following completion of the first 30 days of employment.

G. RETIREMENT SYSTEMS

Types of Systems: Three retirement systems exist within the City of Bellevue: one for sworn personnel in the classified service of the Police Department, one for classified service of the Fire Department and one for civilian personnel in service throughout the City. Each system requires contribution from both the employee and the City.

- a. **Sworn Positions in the Police Department:** Sworn members of the Police Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.

- b. Sworn Positions in the Fire Department:** Sworn members of the Fire Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
- c. Civilian Positions throughout the City:** Regular full-time civilian employees, as well as the City, will contribute an amount as described in Appendix E of this handbook.

The City will provide the death benefit to all members of the retirement plan in accordance with this plan.

H. HOLIDAYS

The City observes the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

If a holiday occurs on a Saturday, the City will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City will observe the holiday on the Monday following the holiday.

Full-time employees who are not required to work on a holiday will receive pay at their normal base rate of pay as if they did work the holiday. However, if an employee should have an unpaid absence (excluding FMLA) on the work day immediately before or after a holiday, such employee shall not receive holiday pay. Full-time, non-exempt employees who are required to work on a holiday will receive one and one-half (1½) times their base rate of pay for the actual number of hours worked.

Employees on suspension or an unpaid leave of absence are ineligible for holiday pay.

I. JURY DUTY/Required Election Duty

When selected for jury duty/required election duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.

J. LEAVE OF ABSENCE

The City recognizes that a leave of absence for personal or medical reasons may be necessary. When an employee has exhausted his/her paid time off, he/she may request an unpaid leave of absence. Employees must direct a leave of absence request in writing to their department Director and specify the reason for and duration of the leave. The department Director must forward the

request to the City Administrator with a recommendation to grant or deny the request. Unpaid leaves of absence shall not begin until approved by the City Administrator.

1. Benefits While on Leave of Absence:

- a. Upon approval, an employee who has been granted a leave of absence without pay will not be granted any advancement or promotion in relation to the position from which the employee is on leave. The employee will be entitled to and will retain all benefits accrued up to the effective date and the employee's seniority will cease at that date and will continue upon reinstatement. There will be no seniority gained during the leave of absence.
- b. An employee will not accrue vacation leave, sick leave, holiday pay or other benefits during the period the employee is on leave of absence without pay for more than three (3) working days.
- c. An employee may continue his or her health insurance coverage through the COBRA option, provided a personal check is received for the required monthly premium.

2. Return from Leave of Absence:

- a. If possible, at the discretion of the Director and City Administrator, an employee will be returned to the position they held at the time the leave of absence was granted.
- b. Upon expiration of the leave of absence and the return-to-work by the employee, the employee's salary will reflect all general cost of living adjustments made during the leave.
- c. An employee returning to work in to a position that requires a physical examination for employment, that has been gone for more than 60 days leave for any reason, shall undergo a physical examination certifying the employee can perform the essential physical functions of the respective job description. An employee shall not be restored to his or her position until such time as the City receives such certification.

3. Failure to Return to Work Following a Leave of Absence: Failure on the part of an employee to return back to work upon the expiration of the approved leave of absence, on the return date previously agreed upon, may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

K. LIFE INSURANCE

The City provides group term life insurance to all full-time employees. Unclassified employees should refer to Appendix E of this handbook for life insurance benefit details. Employees that have positions belonging to a union should refer to their applicable collective bargaining agreement for benefit details.

L. MILITARY LEAVE

An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Such employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Such employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the

number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. For purposes of this Section, “normal” work hours or “normally scheduled” work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for military leave.

Employees who leave City employment to enter, enlist in, determine physical fitness for, or perform service in the uniformed services shall be granted a military leave of absence for the period of such service as required by applicable law. The City, through proper authority, may make a provisional appointment to fill any vacancy created by such leave of absence. Upon completion of qualifying military service, an employee who satisfies the eligibility requirements for reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Chapter 43, shall be entitled to reemployment in accordance with USERRA. Military service shall not constitute a break in the employees’ continuous service with the City to the extent provided by USERRA. Nothing in this Section shall be construed to diminish or waive any rights or protections provided to an employee under USERRA or other applicable law.

M. SICK LEAVE

Full-time employees will earn paid sick leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor. Employees, or someone on their behalf, must notify their immediate supervisor as soon as possible when the need to use sick leave arises and the expected return-to-work date. The City may require employees using sick leave to provide documentation from a health care provider.

Unless otherwise noted in an employee’s respective collective bargaining agreement, eligible employees hired on or before 09/30/13 will earn 12 hours of paid sick leave upon completion of each month of employment. Eligible employees hired after 10/01/13 will accrue 8 hours of paid sick leave upon completion of each month of employment.

- 1. Reasons for Use:** The City provides paid sick leave to full-time employees for use when:
 - a. recuperating from a non-work-related injury, illness, pregnancy, or other health condition;
 - b. undergoing medical, dental, optical, or surgical examinations or treatment;
 - c. exposed to a contagious disease that would endanger the health of other employees or members of the public; or,
 - d. caring for a parent/step-parent, , grandparent/step-grandparent, grandchild/step-grandchild, spouse, minor child/step-child, or another family member that you have a healthcare/medical power of attorney over, who is injured, ill, recuperating from pregnancy, suffering from a health condition, or undergoing medical, dental, optical, or surgical examinations or treatment. Exceptions to this policy may be made with prior approval by the Human Resources Director.
- 2. Restrictions and Conditions for Sick Leave Use:** Directors will grant sick leave with pay in accordance with the following provisions:
 - a. Sick leave will not be granted in advance of accrual;

- b. The amount of sick leave granted for necessary care of a sick member of an employee's immediate family or household will not exceed thirty (30) working days in any twelve-month period (with the exception of approved FMLA leave);
- c. The amount of sick leave to be charged against an employee's accrual will be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized;
- d. Holidays or other regular days off will not be counted in charging sick leave;
- e. Sick leave will not be used as vacation leave;
- f. Pregnant employees will be expected to work prior to childbirth as long as they are able to perform their normal duties or until their physician advises otherwise. They will be expected to return to work at the completion of the pregnancy as soon as they can be reasonably expected to perform their normal duties based on a medical release to return to work;
- g. Employees who fail to return after approved leave has ended may be considered terminated;
- h. Sick leave will be requested in advance whenever possible for dental appointments, optical appointments, physical examinations, etc.;
- i. Leave without pay may be granted for illness and disability extending beyond the earned sick leave accumulated; or
- j. After twelve continuous months of service, vacation leave may be used for sick leave when sick leave time has been exhausted.
- k. An employee who has submitted a resignation notice shall not be permitted to utilize accrued[AD1.1] sick leave during the final fourteen (14) calendar days of employment, except for a bona fide illness or injury supported by medical documentation. Any sick leave used during any final fourteen (14) calendar days of employment, if separation notice is not given, will not be paid out.

- 3. Reporting an Absence using Sick Leave:** If an employee is absent for reasons which entitles the employee to sick leave, the employee or a member of his or her household must notify the employee's Supervisor by personal phone call during the first normal duty hour.

If the employee fails to notify the Supervisor or the person designated to receive such calls, sick leave with pay will not be approved, except in unusual circumstances to be determined by the Director and the City Administrator.

- 4. Investigation of Sick Leave Use:** Directors may request written verification by a physician of illness of an employee absent on sick leave. False or fraudulent use of sick leave will be cause for disciplinary action and may result in termination.
- 5. Medical Statement:** An employee who is absent on sick leave because of his or her own illness or injury or that of a member of his or her immediate family or household may be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Director. If the employee is using Telehealth, the employee may be required to provide a print-out from the service showing that services were received on the date in which the note was provided.
- 6. Transfer of Sick Leave Accrual:** When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit will continue to be available for their use as necessary.

7. **Sick Leave During Introductory Period:** During their introductory period, full-time employees will be entitled to sick leave at the same rate as regular employees. Sick leave will be granted during the introductory period up to the number of hours accrued by the employee.
8. **Sick Leave Without Pay:** An employee in need of sick leave but who does not have any accrued sick leave time may request leave without pay. Such a request will have the City Administrator's approval before it is granted. Please refer to the Federal Family and Medical Leave Act (FMLA) Leave of Absence Regulations.
9. **Donation of sick leave:** In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. All unused sick time donations will be distributed proportionately back to the donors. Employees may donate time to any employee, even if it is outside of their bargaining unit/employee group.

N. TUITION/CERTIFICATION ASSISTANCE

The City offers a tuition and certification assistance program to all part-time and full-time employees who have completed their introductory period. The City, upon eligibility, will reimburse such employees 50% of the cost of tuition for job-related coursework or certificate program offered through an accredited program, up to \$5,200 per calendar year. Upon eligibility the City will also reimburse employees at 100% for the cost of exams for job-related certifications.

1. Eligibility

- a. employees must obtain written approval from their department Director and Human Resources Director prior to enrolling in such coursework or signing up for a certification exam or program; and
 - b. earn a grade of "B" or better for undergraduate coursework, and "B" or better for graduate level coursework to receive any reimbursement. Exams for certification will be graded on a pass/fail basis; failure to pass an exam for a certification will disqualify an employee from being reimbursed any costs. Upon completion of the course or certification exam, eligible employees must provide evidence of the grade or certification awarded and receipts for tuition/fees paid.
2. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

O. VACATION LEAVE

Full-time employees will earn paid vacation leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor.

1. **Scheduling of Vacations:** Vacation leave will be taken at a time convenient to and approved by the Director, or their designee.

Directors, or their designee, will grant leave on the basis of the work requirements of the department after conferring with employees and recognizing their needs whenever possible.

Consideration in the scheduling of vacation leave will be given to employees in the order of their total length of employment with the City.

2. **Transfers:** When an employee transfers from one department to another in the City, the employee's vacation accrual will transfer to the new department.

Transfers made at the request of the employee will result in loss of preference in the scheduling of vacation leave for the first year in the department to which the employee transferred.

3. **Holidays:** Holidays occurring during scheduled vacation leave will not be charged against vacation leave.
4. **Vacation Prior to Retirement:** Retiring employees will have their vacation leave, sick leave (in accordance with appropriate labor agreement) and compensation time paid out in full on their final paycheck.

P. VOTING LEAVE

The City encourages employees to vote in federal, state, and local elections. Most employees will have a two-hour period of time either before or after their regularly scheduled shift or normal working hours to vote. Employees who do not have such a period of time and who receive advance written approval from their immediate supervisor may take up to two hours of leave, without loss of pay, to vote.

Q. WORKERS' COMPENSATION

The City maintains a workers' compensation injury policy, which covers eligible employees who sustain a work-related injury or contract a work-related disease. Eligible employees will receive workers' compensation benefits in accordance with Nebraska workers' compensation laws in effect at the time of the injury. Workers' compensation benefits include, but are not limited to, the payment of medical expenses, rehabilitation, total and partial disability allowances, and death benefits. Employees who sustain a work-related injury or contract a work-related disease may be ineligible for workers' compensation benefits if they were intoxicated or willfully negligent at the time of the injury.

Employees must immediately report all work-related injuries and diseases to their immediate supervisor to ensure they complete the necessary workers' compensation forms and receive workers' compensation benefits.

City's Payments in Addition to Worker's Compensation: An employee receiving Worker's Compensation may also elect to receive a salary from the City, but only that amount which, when added to the amount paid by Worker's Compensation, will equal the employee's regular salary. Under this condition, earned sick leave and/or vacation leave will be charged for that part of the employee's pay from the City.

When the employee has used all of their sick leave and vacation leave to supplement the payments from Worker's Compensation, no payments to the employee in addition to Worker's Compensation will be made by the City.

R. BENEFIT CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements. Employees are responsible to notify Human Resources of any qualifying event.

The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage.

APPENDIX A

Code of Ethics/Conflict of Interest Policy

ADMINISTRATION

Article IV. Officers and Employees

Division 4. Code of Ethics

Sec. 2-202. Declaration of Policy and Definitions.

It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted. When used in this division, city employee, employee, city official and official shall have the following meanings:

City employee or employee means any person employed by the city of Bellevue, but does not include independent contractors hired by the city.

City official or official unless otherwise expressly defined, means the Mayor, members of the City Council, City Administrator, all division and department heads, whether such person is salaried, hired or elected, and all other persons holding appointed positions designated by this code, as it may be amended from time to time. City official also includes individuals appointed by the Mayor and City Council to all city commissions, committees, boards, task forces, or other city bodies unless specifically exempted from this division by the City Council.

Sec. 2-203. Standards of Conduct.

(a) No city official or employee shall transact any business in his official capacity with any entity in which he or she has a business interest. Business interest means a business: (1) in which the city official or employee is a partner, director or officer; or (2) in which the city official or employee or an immediate family member of the city official or employee is a stockholder of closed corporation stock worth one thousand dollars (\$1,000.00) or more at fair market value or which represents more than a five percent (5%) equity interest, or is a stockholder of publicly traded stock which represents more than two percent (2%) equity interest.

(b) No city official or employee shall formally appear before the body of which the official or employee is a member while acting as an advocate for himself or any other person, group, or entity.

(c) No city official or employee shall represent, for compensation, any other private person, group or entity in his or her official capacity before any department, commission, board or committee of the city. Any city official or employee acting in a capacity other than his or her official capacity before such department, commission, board or committee of the city shall disclose the same and shall not participate in the matter in his or her official capacity.

(d) No city official or employee shall represent, directly or indirectly, any other private person, group or entity in any action or proceeding directly against the interests of the city, or in any litigation in which the city or any department, commission, or board or committee thereof is a named party, if the city official or employee previously participated in the action or events which precipitated such action or proceeding against the interests of the city; provided, however, nothing herein shall limit an official from representing a court appointed criminal defendant or representing a party to a civil action where the city is named a party by way of its holding a lien interest for a special assessment where the validity of the special assessment is not an issue; and provided further, that nothing herein shall limit the authority of the city attorney and his or her staff to represent the city, its boards, commissions, committees and officers in the discharge of their duties.

(e) No city official or employee shall represent, directly or indirectly, any private person, group or entity in any action or proceeding in court which was instituted by a city official or employee in the course of official duties, except as provided in subsection (d) above.

(f) No city official shall represent any private person, group or entity in any action or proceeding in court which was instituted by or arising from a decision of a board, commission, committee, task force or other body on which the official served in his or her official capacity with regard to the specific decision being challenged.

(g) No city official or employee shall accept or solicit any gift or favor, that might reasonably tend to influence that individual in the discharge of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

(h) No city official or employee shall solicit or accept other employment to be performed or compensation to be received while still a city official or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of city duties

(1) If a city official or employee accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official or employee might reasonably be expected to act, investigate, advise, or make a recommendation, the official or employee shall disclose that fact to the council, board, or commission on which he or she serves or to his or her supervisor and shall take no further action on matters regarding the potential future employer.

(i) No city official or employee shall use his or her official position to secure a special privilege or exemption for himself/herself or others, or to secure confidential information for any purpose other than official responsibilities.

(j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) City officials and employees shall not exceed their authority or breach the law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or officially recognized confidentiality of their work.

(l) No city official or employee in the course of his or her official duties shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen in the same circumstances.

(m) Preferential consideration of the request or petition of any individual citizen or group of citizens shall not be given. No person shall receive special advantages beyond that which are available to any other citizen.

Sec. 2-204. Prohibition on conflict of interest.

(a) A city official or employee may not participate in a vote or decision on a matter affecting a person, entity, or property in which the official or employee is associated or involved. Where the interest of a city official or employee in the subject matter of a vote or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest. Nothing herein shall be construed however, from preventing a city official or employee from participating in a vote or decision regarding a collective bargaining agreement to which he is a member of such union or is otherwise affected thereby.

(b) Remote Interest means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges, or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.

(c) Incidental interest means an interest in a person, entity or property which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This section does not establish dollar

limits on the terms “insignificant value” and “de minimis”, which shall have their usual meanings and be subject to interpretation on a case by case basis.

Sec. 2-205. Conflict of interest; disclosure.

(a) A city official shall disclose the existence of any business with which the official is associated involving a person, entity or property which would be affected by a vote or decision of the body of which the city official is a member or that he or she serves as a corporate officer or member of the board of directors of a nonprofit entity for which a vote or decision regarding funding by or through the city is being considered. City officials and employees of the city shall comply with applicable provisions of state law relative to conflicts of interest and generally regulating the conduct of public officials or employees.

(b) To comply with this section, any council member who has a conflict of interest, as set forth in subparagraph (a) above, in any matter before the City Council, shall disclose such fact on the records of the City Council prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the council member shall step down from the council table, leave the council chamber and refrain from participating in any discussion or voting thereon, provided that such exceptions shall be observed as is permitted by law. This provision shall apply if a council member has disqualified himself or herself from voting.

(c) To comply with this section, any member of any official board, commission or committee, other than the City Council, who has a conflict of interest as defined herein, in any matter before the board, commission or committee, of which he or she is a member, shall disclose such fact on the records of such board, commission or committee prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the member shall refrain from participating, in his or her official capacity, in any discussion or voting thereon, provided that such exceptions shall be observed as are permitted by law.

(d) To comply with this section, a city employee shall notify his or her supervisor in writing of any substantial interest he or she may have in a person, entity or property which would be affected by an exercise of discretionary authority by the city employee and a supervisor shall reassign the matter. In addition, any employee who has a financial or other special interest in a matter before the City Council or any board, commission, or committee, and who participates in discussion with or gives an official opinion to the council or to such board, commission or committee relating to such matter, shall disclose on the records of the council or such board, commission or committee, as the case may be, prior to or immediately after opening discussion of the issue or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue, the nature and extent of such interest.

Sec. 2-206. Interest of spouse.

(a) A spouse of a city official or employee involved in a business with which he or she is associated shall be deemed to apply to that city official or employee for the purposes of sections 2-204 and 2-205 concerning disclosure.

(b) A city official or employee may not participate in a vote or decision affecting a business with which an individual is associated if that individual is related in the first or second degree of consanguinity or affinity to the city official or employee. For the purposes of this section, business with which an individual is associated shall be defined the same as business interest in section 2-203(a).

Sec. 2-207. Misuse of official information.

(a) No city official or employee shall willfully and knowingly use confidential information for pecuniary gain to any other person confidential information acquired by him or her in the course of and by reason of his official duties, nor shall any public official or employee use any such information for the purpose of pecuniary gain.

(b) No former city official or former employee shall use any confidential information to which he or she had access by virtue of his or her official capacity and which has not been made public concerning the property, operations, policies, or affairs of the city.

Ordinance No. 3664, Approved 3.12.12

Ordinances are subject to change before the City Council.

APPENDIX B

Community Relations Department Media Policy

I. STATEMENT OF PURPOSE

Efficient and effective communication with the media is critical to the City of Bellevue's ability to carry out our goal of operational transparency. Coordination, uniformity, accuracy and timeliness are the cornerstones of strong and productive media relations.

The purpose of the Media Policy is to provide the City of Bellevue with guidelines to keep the media and the public fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

The City of Bellevue utilizes a variety of communication methods to disseminate information about the City and its projects, events and initiatives. These methods include press releases, the City's website as well as Facebook and Twitter pages. As communication methods and associated technology evolves, the City will consider participating in new communication formats when approved by the City Administrator, and adapt its media policy accordingly.

Effective media relations best serve the City through:

1. Providing transparency and accountability to the public about city government issues
2. Informing residents of City programs and services
3. Ensures that timely and accurate information is conveyed to the public
4. Establishing and maintaining an accurate public perception of the City of Bellevue
5. Increasing the visibility of the City on local, statewide and national levels
6. Promoting the City's achievements, activities and significant events

II. POLICY

A. GENERAL MEDIA INQUIRIES

The City Administrator with assistance from the Community Relations Director serves as the primary spokesperson for the City of Bellevue and conveys the official City position on routine media inquiries, issues of citywide significance and situations that are sensitive and controversial in nature. **The Bellevue Police and Fire Departments operate under separate departmental policies and have dedicated public information officers (PIOs) that handle working scenes.**

Directors and other designees may receive and handle routine media inquiries themselves when pertaining to their department with approval from the City Administrator or Community Relations Director. Inquiries of a controversial nature that have citywide impact should be directed to the City Administrator or Community Relations Director via email or phone in order to maintain consistency in our response.

In cases of community-wide significance, defined as a significant operational event that is likely to disrupt or alarm members of the community, the Community Relations Director will work with other City Officials to assess the situation, develop key messages and/or a written statement to detail the known facts and summarize the City's position.

In the event of a community-wide crisis or significant emergency situation, the City Administrator or his designee with assistance from the Community Relations Director will handle all contacts with the media and will coordinate the information flow from the City to the public as well as City staff. Examples of these types of situations include severe weather events, flooding, acts of terrorism, major power failures/outages or other disruptions. In such situations, all City departments should refer calls from the media to the Community Relations Director in accordance with the City Emergency Operations Plan.

Depending on the situation, the City Administrator may designate another or an additional City Official to serve as the spokesperson. A single initial media contact ensures uniformity and consistency in coordinating a focused and targeted City message. Several uncoordinated responses increase the risk of contradictory information being disseminated, which will leave the public confused and ultimately mistrusting of City administration.

B. SOCIAL MEDIA

To address the changing way residents, communicate and obtain information relating to the programs and goals of the City, the City of Bellevue will participate in select social media formats to reach a broader audience where appropriate and when approved by the City Administrator, the Community Relations Director.

The City of Bellevue recognizes that social media is a valuable tool to communicate with both our citizens and fellow employees and that the City has an interest and expectation on deciding what messages are relayed on behalf of the City. The purpose of this policy is to provide and establish guidelines to City

employees on their use of social media while working for the City or during non-work hours. Regularly, social media and other online tools and technology are created, discarded or modified; therefore, this policy is intended to be applicable to a broad range of social media and internet activity.

All official City of Bellevue presences on social media sites or services are considered an extension of the City's Community Relations Department. All City use of social media must be approved by the City Administrator through the Community Relations Director and follow this policy. The City Administrator or designee and Community Relations Director will work to review and approve requests to use social media sites as deemed appropriate. It is the responsibility of the Community Relations Director under direction of the City Administrator's Office to act as the City's official spokesperson, including acting as the City's official web presence via social media. The City will maintain one official page per each approved social media outlet, which is to be created, maintained and monitored by the Community Relations Department, all of which are to be regularly updated. The exception to this policy is Facebook and Twitter accounts for the Bellevue Police and Fire Departments which will allow for after hours and weekend updates to incident reports. The Community Relations Department will distribute all social media content and ensure each of the approved uses and sites adheres to the social media policy for appropriate use and the message is consistent with the branding and goals of the City of Bellevue.

For purposes of this policy, the following definitions are outlined below:

- "Blog": A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.
- "Page": The specific portion of a social media website where content is displayed, and managed by an individual or individuals with editorial or administrative rights.
- "Post": Content an individual share on a social media site or the act of publishing content on a site.
- "Profile": Information that a user provides about himself or herself on a social networking site.
- "Social Media": A category of Internet-based resources that integrate user-generated content and user participation, including tools for sharing and discussing information. The term most often refers to activities that integrate technology, telecommunications, and social interaction, alongside the construction of words, pictures, video, and audio. This includes, but is not limited to social networking and communication sites such as, Facebook & MySpace, weblogs and micro-blogging sites like Twitter or Nixle, forums and message boards, photo and video-sharing sites like, Instagram, Snapchat, Imgur, Flickr, Vimeo, & YouTube, real-time web communications like Medium and Tumblr(chat, chat rooms, video chats), all of the wikis (Wikipedia), blogs, and news sites (Digg, Quora, Reddit, etc.).
- "Social Networks": Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.
- "Speech": Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, audio, video, or related forms of communication.
- "Wiki": Web page(s) that can be edited collaboratively.

Use of social media must comply with applicable federal, state and City ordinances, regulations and policies, as well as proper business etiquette. This includes adherence to established laws and policies regarding copyright, records retention, release of public information, the First Amendment, privacy laws and information security policies established by the City of Bellevue.

Wherever possible, links to more information should direct users back to the City's official website, www.bellevue.net, for more information, forms, documents or online services necessary to conduct business with the City of Bellevue.

The Community Relations Director or designees representing the City via the City's social media outlets must conduct themselves at all times as representatives of the City of Bellevue.

Violation of this policy may result in the removal of pages from social media outlets.

The City of Bellevue reserves the right to remove any messages or postings, including those that are obscene, and in violation of the copyright, trademark right, or other intellectual property right of any third party. Violations can include but are not limited to:

1. Foul, defamatory or disparaging language or comments,
2. Purposely inaccurate and/or misleading comments,
3. Sexual content or links to sexual content,
4. Comments on work-related legal proceedings or ongoing investigations,
5. Solicitations of commerce,
6. Conduct or encouragement of illegal activity,
7. Confidential or proprietary information, and/or
8. Information that may tend to put at-risk the safety and security of the public or public infrastructure.

The City of Bellevue reserves the right to review and discipline any employee for any on-duty or off-duty social media communications that are in violation of this policy or any other provisions in this Employee Handbook.

III. GENERAL PROCEDURES FOR DEALING WITH THE MEDIA

All Media inquiries shall be referred to the City Administrator or Community Relations Department if they involve issues of citywide significance and/or are of a controversial or sensitive nature. This enables the Administration and Community Relations Director to track pertinent issues and to anticipate problems or concerns in the proactive development of the City's message.

The Community Relations Department promotes the City through media releases and several additional communication avenues regarding special accomplishments, events, activities, programs, initiatives and plans. All media releases intended for external audiences should be routed through the Community Relations Director.

Since positive media solicitation is an integral element of the City's communications strategy, any ideas for articles or media pieces that would positively portray the City, its work or its community should also be directed to Community Relations Director.

In a similar manner, Community Relations Director should be notified about negative occurrences that are likely to rise to the level of a news story. Routine inquiries on topics specific to a project or department may be handled by the appropriate staff person within the department however the City Administrator and the Community Relations Director should be notified on any topic that has the potential to present the City

in an unfavorable light. Such notification can be particularly important if follow-up inquiries are made with other City staff to ensure a coordinated, consistent City response.

Guidelines for communicating with the media when the issue is non-controversial and limited to the staff member's area of expertise:

When fielding a media inquiry, it is not necessary to respond immediately. It is acceptable to gather your notes and thoughts and call the reporter back. Be cognizant that the reporter is on a deadline. If necessary, you may obtain in writing via e-mail: the name of the person calling, the media organization, the deadline, the anticipated time of release of information in print or broadcast and his/her questions. Request that they copy the Community Relations Director on their inquiry. Additional questions to ask are the content of the story and the other sources the reporter will be utilizing.

Guidelines for dealing with TV and radio interviews:

When you receive a request for an on-air interview, please contact the Community Relations Director and provide the reporter's name and affiliate. The Community Relations Director with approval of the City Administrator will handle scheduling the interview and will be available for consultation before the interview.

The best approach with the media is to be prompt, helpful and honest. All contacts from the media should be returned as soon as possible, in deference to reporters' deadlines. At the most, a call should be returned within a half-day. If that is not possible, an alternate employee (if appropriate) or the Community Relations Director should be asked to handle the call.

Issues that should not be discussed with reporters are:

1. Legal issues, including liability issues and pending litigation
2. Personnel issues, including those surrounding existing and former employees
3. Questions that involve City integrity, such as ethics, or
4. A community-wide situation or emergency.

Refer all such inquiries to the Community Relations Director or City Administrator.

VI. CONTACT INFORMATION

Community Relations Director
(402) 293-3052 Phone | (402) 515-6259 Cell

City Administrator, City of Bellevue
(402) 293-3023 Phone

APPENDIX C

Press Release Policy

I. OBJECTIVE

The objective of this City of Bellevue Policy is to establish the procedure for the preparation and issuance of press releases. This is to assure that press releases are informative, accurate, and contain sufficient detail to be of use to the media and the public. The City must have press releases that are consistent in terms of style and are written in a fashion which will solicit media and public interest. Press releases must reflect the policy of the City, establish a mechanism for providing accurate information to the community concerning City programs, events and policy, and promote equal treatment of the media in the release of City press releases.

II. PROCEDURES

1. Press releases and information bulletins should be issued to bring special media attention to City of Bellevue programs, accomplishments, or policy decisions and to assist in citizen education about issues being considered by the City.
2. All press releases and information bulletins, except those issued by the Police and Fire Departments in connection with public safety reports and by Public Works for construction updates, shall be approved by the City Administrator prior to issuance.
3. All press releases shall be distributed to those on the Media Distribution List by email or fax. They shall also be distributed to City Councilmembers and Planning Commissioners, Management Staff, and other staff members as appropriate.
4. Quotations of individuals named in the press release shall be approved by the named person in advance.
5. Both timelines and accuracy of information contained in press releases is important. All facts shall be confirmed.
6. Press releases shall contain the date of issuance and be on City letterhead.
7. Press releases shall be posted on the bulletin board at City Hall and posted on the City's website.

III. RESPONSIBILITY

1. The City Administrator shall be responsible for reviewing all press releases prior to distribution.
2. The Community Relations Director shall be responsible for posting all press releases on the City's website; the person preparing the press release should e-mail it to the Community Relations Director in PDF format.

IV. DEFINITIONS

"Information bulletin" is a typed/printed report providing the facts of a given situation or issue designed to assist the media in developing their own coverage of the subject.

"Media Distribution List" is the name, email and fax number list approved by the City Administrator for which all press releases are to be emailed or faxed.

"Press release" shall mean a typed/printed announcement or story written so as to be printed as a news story or so as to be read over the broadcast media.

APPENDIX D

Travel Expense Policy

Travel Expense Policy – The Mayor, City Administrator, City Attorney, Council Members or employees traveling on behalf of the City of Bellevue (“City”) and performing approved City business will be reimbursed for their travel expenses. Travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. References in this policy to employees shall also be applicable to the mayor, City Administrator, Assistant City Administrator, City Attorney and the City Council (see section 16).

1. **Pre-Approval of Travel** – Travel to attend conferences or training or to conduct other City business requires the prior authorization of the employee’s supervisor and department head. Attendance by department heads requires the approval of the City Administrator. A “Travel and Training Authorization Form” (on City Intranet) is required to be completed and signed prior to incurring any expenses. Travel and training requests should clearly state (1) the purpose of the trip, (2) the specific need to the employee to travel, and (3) the estimated costs of the travel, including any registration fees.

Individual departments may require additional documentation regarding travel approval and evaluation of travel.

Requests to attend conferences and training during the last six months of an employee’s employment with the City will usually be denied. Local meetings may be approved.

The City will not pay for more than four (4) trips of more than 50 miles outside of the Bellevue city limit per budget year (October 1 to September 30) unless approved in advance by the department head, the Finance Director and the City Administrator, according to section 17 of this policy.

2. **Air Travel** – Air travel shall only be authorized when it is more economical than surface transportation. Reimbursement for commercial air travel will be limited to “coach” fare. First class travel is not allowed. Airfares should be most the economical flight available.

An exception to the most economical flight may be granted if significant time savings is achieved using direct flight versus connecting flights. All exceptions to the most economical airfare must be approved in advance in advance by the department head or City Administrator.

3. **Conferences and Training** – City employees are encouraged to attend conferences and training, within the constraints of departmental budgets, to obtain, maintain or enhance key knowledge and skills related to the employee’s profession.

Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee’s travel expenses report.

The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** – Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may either be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

Lodging will be reimbursed when an employee is “away from home overnight.” The Internal Revenue Service states: “you are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day’s work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day’s work.”

It is City’s policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions, or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** –

- a. **Overnight Travel** – Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City’s zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City’s intranet and can also be found at the GSA website at (enter the 68005 zip code to find rate).

For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

No reimbursement will be made for alcoholic beverages.

- b. **Same-Day Travel** – Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. **Vehicle Costs** – An employee will be reimbursed for use of a personal vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at <http://www.irs.gov/> (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long Distance Telephone Calls** – Charges for long distance telephone calls are an allowable City expenditure if:
 - a. They are related to City business or
 - b. The employee is in travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** – One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest-level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** – Several methods are available for payment of travel expenses, as follows:

- a. Direct payment by the City to the business.
- b. Use of a City assigned credit card for individuals authorized to hold a City credit card.
- c. Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
- d. Request and receipt of a travel cash advance.

For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employees should submit a check with his/her travel expense report to reimburse the City for the difference.

Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** – A “Travel Expense Report” (on City Intranet) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchase), an explanation of the date, time, amount and items purchased should be provided.

Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

Payments made directly by the City or with the City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

13. **Employee and Approval Signatures**

- a. Employee Signatures – The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that all expenses submitted are appropriate and legitimate expenses incurred in accordance with the City's Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.
- b. Approval Signatures – Supervisors, department heads and/or the City Administrator should insure that cost incurred are appropriate and legitimate and in accordance with the City's Travel Expenses Policy. Expenses that do not meet the policy requirements for reimbursement should be clearly noted and removed from the expense report.

14. **Travel with Family Members** – Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. **Training Attendance Evaluation** – Following the attendance at any conference or training, the employee is required to complete and provide to Personnel a "Travel Attendance Evaluation Form" (on City Intranet). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. **Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator** – All provisions of this policy are also applicable to non-employees (i.e. the Mayor, City Attorney and City Council) traveling to conduct approved City business.

Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administer and the City_Council is the responsibility of the City Administrator and the Finance Director.

Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** – Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exceptions for the City Administrator may be granted with the approval of the Mayor. Policy exception requests must clearly state the nature and the reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.

APPENDIX E

Unclassified Employee Benefit Summary

Compensation and benefits for unclassified full-time employees

The following are subject to change at any time with advance notice.

The City's Employee Handbook shall cover any issues not addressed.

The City Administrator's interpretation, and/or negotiated offers, of any of the following shall be final.

All Full-Time, Unclassified, Civilian Employees

Compensation

Introductory Period Employees: Your regular wage will be determined by the accepted offering wage at hiring or promotion. After six months of continuous employment, you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All introductory period employees will receive two 6-month Employee Evaluations; one upon the completion of your 6-month hire/promotion introductory period and one upon completion of one year of service of your hire/promotion date. Employees will then move to the annual review period on their anniversary/promotion date.

Employees outside of introductory period: Annually, on your anniversary (or promotion date), you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All wage increases must be accompanied by an Employee Evaluation Form.

Employees who have been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. Such delay will not alter the employee's annual evaluation date, hire date anniversary, or applicable promotion anniversary date.

Following the six (6) month delay, the employee shall be eligible to receive the delayed step increase, provided all other contractual requirements have been met. The employee shall continue to receive their annual evaluation and be considered for any subsequent step increase on their established hire date anniversary or applicable promotion anniversary date. The temporary delay of one scheduled step increase under this Section shall not permanently alter the employee's future wage progression schedule.**ADVANCEMENT BEYOND A SINGLE PAY STEP ("DOUBLE STEP")**

The City may approve advancement beyond a single pay step outside the standard wage progression on an employee's compensable anniversary date. This provision is intended to address rare and exceptional circumstances only and shall not replace or modify the normal wage progression established under this Agreement.

Advancement beyond one pay step is not a standard compensation practice and may occur only under the conditions set forth in this Section. Decisions made under this Section are discretionary and shall not be subject to the grievance or arbitration procedures of this Agreement.

Eligibility for Double-Step Advancement

An employee may be considered for advancement beyond a single pay step only when all of the following conditions are met:

1. **Extenuating Circumstances**

Extraordinary, unusual, or critical circumstances exist that significantly affect operational needs and could not reasonably have been anticipated within the normal wage progression.

2. Written Justification

The Department Director shall submit written documentation identifying:

- a) The specific circumstances and supporting documents;
- b) The operational or organizational impact, and
- c) The reason standard step progression is insufficient to address the situation.

3. Required Approvals

Any advancement beyond a single pay step must receive written approval from both the Department Director and the City Administrator. Approval of a double-step advancement is discretionary and shall not establish a past practice, precedent, expectation, or entitlement for any employee or future request.

Limitations

“Double-step” advancements shall be used sparingly and only in exceptional circumstances. This section shall not be used as a substitute for performance-based concerns, retention adjustments, market adjustments, or routine compensation matters. Approval of one request shall not require approval of any other subsequent requests under similar circumstances.

Employees who believe they have assumed substantial additional responsibilities, are regularly performing duties outside the scope of their current classification, or believe their position has materially evolved should utilize the City's annual Upgrade process. The Upgrade process provides for a formal review of job duties, classification, and compensation based on sustained changes to the position. See the Upgrades policy (Section III.F.) of the Employee Handbook.

Education Incentives

Education Reimbursement

The City may pay 50% of tuition, fees and books associated with the pursuit of a college certificate or degree that benefits the City, only if advance written approval by the Department Director and Human Resources Director was obtained prior to enrollment in the class(es). This benefit has a maximum of \$5,250 per calendar year, per employee. In order to be eligible for reimbursement the employee must receive a grade of “C” or better for undergraduate work, and “B” or better for graduate level coursework. If the class is graded only by receiving a “pass” or a “fail”, you must obtain a “pass” for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Upon completion of the course, the employee must submit the completed education reimbursement form as well as receipts and evidence of the required grade or certification attached.

Education Compensation

In addition to regular hourly wages, Employees shall receive educational compensation according to the following schedule, for Higher Education completion. Higher Education is defined as education beyond high school, specifically provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

	Monthly Amount
Successful obtainment of an Associate's Degree	\$20.00
Successful obtainment of a Bachelor's Degree	\$25.00

*Directors of the City will not follow the above schedule, but shall instead receive educational compensation in the amount of \$80.00 per month for a college or university degree or, in the event of partial completion, \$20.00 per thirty (30) credit hours earned.

Longevity Pay

Additional compensation shall be granted to Employees based upon the length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

	Monthly Amount
Beginning of 8 th year of employment	\$35.00
Beginning of 11 th year of employment	\$75.00
Beginning of 14 th year of employment	\$110.00
Beginning of 17 th year of employment	\$150.00
Beginning of 21 st year of employment	\$185.00
Beginning of 25 th year of employment	\$255.00

Insurance

The employee is entitled to the insurance benefits of the City including medical, dental, life and AD&D. Coverage shall start the first of the month following 30 days of employment.

Medical

Employee Only (Single) Coverage
City pays 92.5% of the premium, employee share is 7.5%

All other coverage (Emp/child, Emp/Spouse, Family)
City pays 82% of the premium, employee share is 18%

Dental

Employee Only (Single) Coverage
City pays 100% of the premium

All other coverage (Emp/child, Emp/Spouse, Family)
Employee is responsible for 100% of the premium

Life and Accidental Death and Dismemberment

City provides a term life policy in the amount equal to the Employee's annual salary plus \$7,000 **OR** \$52,000; whichever is greater up to a maximum of \$100,000

(Sworn employees shall receive a maximum benefit of \$52,000, regardless of salary)

Long-Term Disability

City provides 100%, based on salary

Retirement-Principal

Employee must contribute 6% of their gross wages and will receive a 6% City match (of such Employee's gross wages) towards the City's 414(h) pension and retirement plan

(Police and Fire Chiefs follow state statute and/or union contract)

Medical retirement benefit

Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five (5) continuous years, the City will pay the Group Insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and a half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):

After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) of the chosen coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the chosen coverage premium under the Group Insurance Plan until the retiree becomes

eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

Additional Voluntary Benefits

The employee is eligible to elect voluntary benefits, premiums of which are paid for 100% by the employee. Coverage, if elected, starts the first of the month following 30 days of employment.

Retirement Savings in a 457 Plan-Principal (deferred or Roth contributions, no City match)

Supplemental Life Insurance

Vision Insurance

Accident/Cancer/Catastrophic-AFLAC

Legal Insurance-Legal Shield

Sick Leave

8 hours per month accrues on the first day following the calendar month of employment. Employees hired prior to 10/01/13 shall be grandfathered at their accrual rate of 12 hours per month. Upon termination of employment for other than cause, 50% of the sick leave hour balance, up to 960 hours, will be paid to employee who have at least five (5) years of service with the City.

Beginning 1st year of employment 8 hours per month

An employee who has submitted a resignation notice shall not be permitted to utilize accrued sick leave during the final fourteen (14) calendar days of employment, except for a bona fide illness or injury supported by medical documentation. Any sick leave used during any final fourteen (14) calendar days of employment, if separation notice is not given, will not be paid out.

Paid Holidays

You are eligible for holiday pay beginning the first day of employment:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Juneteenth
Labor Day	

Vacation

8 hours per month accrues on the first day following the calendar month of employment. On September 30th of each year, Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 200 hours.

Remaining vacation leave will be paid at employee's termination. Once vacation is accrued, you are entitled to take the leave in accordance with the Handbook procedures. Employees hired prior to 10/01/13 shall be grandfathered at their current accrual rate schedule.

	Monthly Accrual
Start of 1 st year of employment	8 hours
Beginning of 5 th year of employment	11.00 hours
Beginning of 10 th year of employment	14.33 hours
Beginning of 15 th year of employment	16.00 hours
Beginning of 20 th year of employment	17.66 hours
Beginning of 25 th year of employment	21.00 hours

Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

Maternity Leave

Mothers who have given birth will be granted two weeks of paid leave in conjunction with approved leave under the Family Medical Leave Act. In order to be eligible for this leave, the employee must be eligible for leave under the FMLA and have been approved as such. Childbirth recovery leave will run concurrently with FMLA leave and will not extend the maximum amount of time off provided under FMLA.

Supplementary Benefits

Administrative Leave Time (full-time, exempt employees)

Exempt employees who are not eligible for overtime shall receive an additional eighty (80) hours paid leave termed as "Admin Leave". This leave shall be awarded on October 1 of each fiscal year. Accumulated Admin Leave shall be used within each fiscal year given and cannot be carried forward to the next fiscal year. Any accumulated Admin Leave not used within the fiscal year shall be paid to the Employee in cash at the first regular payroll of October.

Comp Time (full-time, non-exempt employees)

Comp time can be earned, and banked, at a rate of 1.5 of the hours exceeding 40 each week, not to exceed 80 hours at any time. Once 80 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. Amount of Comp time for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination.

Allowances

Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable

items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.

Bilingual Pay

Upon request of the Department Director; Any employee demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language; AND who is routinely using their bilingual abilities in the performance of their job duties, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the discretion of the City Administrator. In order to receive such compensation, the employee must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the employee and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the requesting employee and Human Resources Director will work together to find a company to administer the testing for sign language. In order to receive this compensation, the employee must agree to provide interpretation services while on the clock to the extent that is practical.

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
Novice High - Intermediate Low	\$75
Intermediate Mid - Intermediate High	\$150
Advanced Low and Higher	\$200

RECEIPT

I have received and read a copy of the City of Bellevue Employee Handbook (Revised July 2026) which I acknowledge supersedes all previous employee handbooks, manuals, and policies. I understand all of the rules and policies contained in this Employee Handbook and agree to abide by them. I understand that failure to abide by the rules, policies, terms and conditions of my employment may result in disciplinary action, up to and including termination.

Further, I acknowledge that these policies were effective when adopted by City Council (Council) and will supersede any and all employee rules, policies, regulations, or procedures that had been previously adopted by the Council.

I understand that the Employee Handbook is intended to provide employees with an understanding of the City's current employee policies and procedures and that those policies and procedures are subject to change, modification or elimination by the City at any time. I also understand and agree that nothing in this Employee Handbook constitutes an express or implied contract of employment between the City of Bellevue and any employee.

Employee's Signature

Date

Employee's Printed Name

Date

Supervisor's Signature

Date

Supervisor's Printed Name

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

++16i.
9/1/2026

COUNCIL MEETING DATE: 09/01/2026		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

ROW Purchase Agreement for Fort Crook Road Extension

SYNOPSIS/BACKGROUND:

This item pertains to the purchase of the ROW for the Fort Crook Road extension south of Normady Hills and adjacent the REACH Site

FISCAL IMPACT:: 320,100 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Karnik Farms	INTERLOCAL AGREEMENT: ☐
CONTRACT DESCRIPTION: ROW Purchase Agreement		
CONTRACT EFFECTIVE DATE: 09/02/26	CONTRACT TERM: n.a	CONTRACT END DATE: ☐
PROJECT NAME: REACH & Normady Hills Extension		
START DATE: ☐	END DATE: ☐	PAYMENT DATE: ☐
CIP PROJECT NAME: ☐		INSURANCE REQUIRED: ☐
CIP PROJECT NUMBER: ☐		
STREET DISTRICT NAME (S): ☐	STREET DISTRICT NUMBER (S): ☐	
ACCOUNTING DISTRIBUTION CODE: ☐	ACCOUNT NUMBER: ☐	

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

1. Agreement Draft	2. Exhibit A	3. Exhibit B
4. ☐	5. ☐	6. ☐

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CITY OF BELLEVUE, NEBRASKA

ACQUISITION CONTRACT

Copies to:

- 1.
- 2.

Project No.: BPW240501
Project Name: Bellevue Fort Crook Road
Tract No.: A & B

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between, **KARNIK FARMS, LLC**, hereinafter called the OWNER, and **THE CITY OF BELLEVUE, NEBRASKA**, hereinafter called the CITY.

1. **Fee Simple Right of Way.** OWNER agrees to sell to CITY, and CITY agrees to purchase from OWNER, fee simple ownership of that portion of the Property described in Exhibit(s) "A" attached hereto and incorporated herein by reference (the "Right of Way") free and clear of all claims of other parties, liens, taxes, and encumbrances. OWNER agrees to deliver the Warranty Deed attached hereto, conveying fee simple ownership to CITY.

The CITY agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Right of Way – Tract A – 1.052 acres * \$100,000 per acres * 100%	\$105,200.00
Right of Way – Tract B – 1.904 acres * \$100,000 per acres * 100%	\$190,400.00
Cell Tower Access Fencing and Property Obstruction	\$24,500
TOTAL	\$320,100.00

It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of CITY property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

Project No.: BPW240501
Project Name: Bellevue Fort Crook Road
Tract No.: A & B

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the CITY, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the CITY to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the CITY, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the COUNTY.

Duly executed this ____ day of _____, A.D. 20____.

Grantor: KARNIK FARMS, LLC

By: Kathleen Karnik

Acknowledgement

State of Nebraska

s.s.

County of _____)

Before me, a Notary Public qualified for said county, personally came _____, Managing Member(s) of KARNIK FARMS, LLC, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

Project No.: BPW240501
Project Name: Bellevue Fort Crook Road
Tract No.: A & B

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

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.

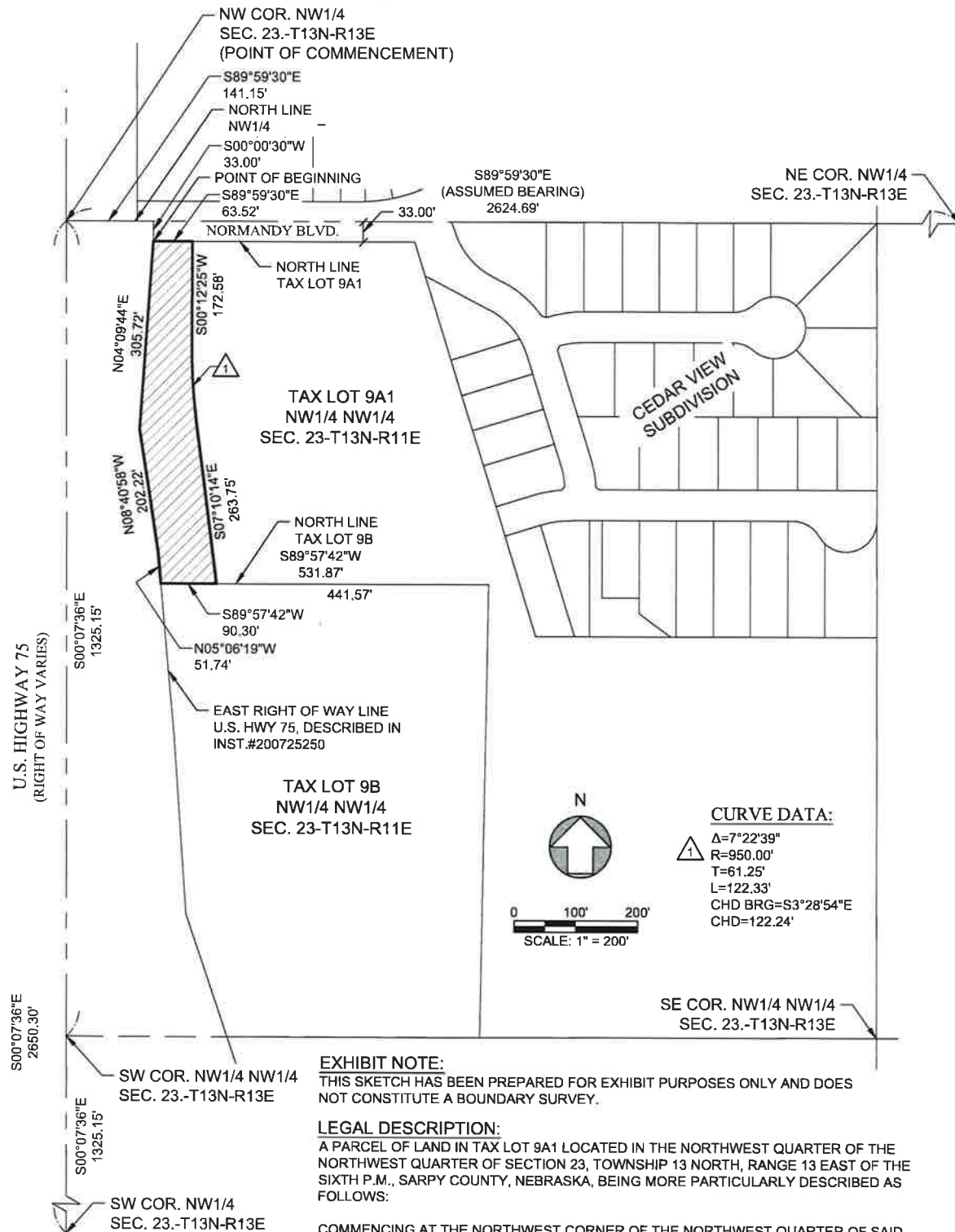
WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)

NOTARY PUBLIC

Project No.: BPW240501
Project Name: Bellevue Fort Crook Road
Tract No.: A & B

PROPERTY ACQUISITION EXHIBIT

CITY OF BELLEVUE



Project No.: 220088.01
Date: 11/19/2025
QAQC: NMJ
Scale: 1" = 200'
Field Book: SARPY CO#116
Field Crew: AK/DM
Drawn By: RMO



JEO CONSULTING GROUP
11213 Davenport Street, Suite 200
Omaha, NE 68154
402.934.3680
JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069



Sheet 1 of 1

Survey File No.:

PROPERTY ACQUISITION EXHIBIT

CITY OF BELLEVUE

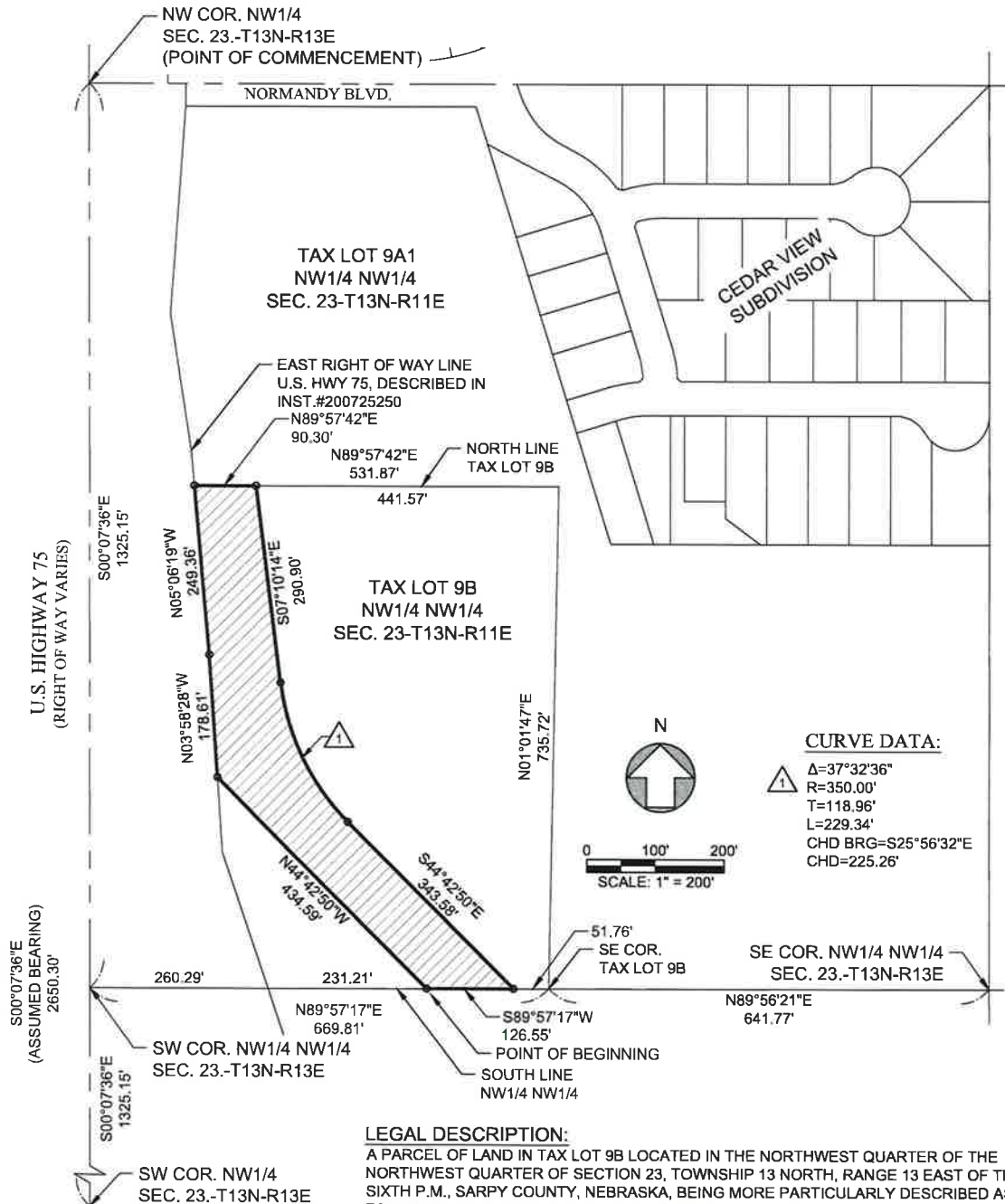


EXHIBIT NOTE:

THIS SKETCH HAS BEEN PREPARED FOR EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

NOTE: ALL BEARINGS ARE ASSUMED.

Project No.: 220088.01
 Date: 11/19/2025
 QAQC: NMJ
 Scale: 1" = 200'
 Field Book: SARPY CO#16
 Field Crew: AK/DM
 Drawn By: RMO



JEO CONSULTING GROUP

11213 Davenport Street, Suite 200
 Omaha, NE 68154
 402.934.3680

JEO Consulting, Inc.
 1937 N Chestnut St
 Wahoo, NE 68066
 800.723.8567 | jeo.com

Organization Certificate of
 Authorization Number: CA-0069



Sheet 1 of 1

Survey File No.:

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

++16j.
9/1/2026

COUNCIL MEETING DATE: September 1st, 2026		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

OPPD Transformer Service Installation Contracts for the Entertainment District

SYNOPSIS/BACKGROUND:

This item pertains to transformers intallation for the Entertainment District. These costs are reimbursble to the City if revenue for use matches or exceeds costs within three years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: OPPD	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: OPPD Service and Installation Contract		
CONTRACT EFFECTIVE DATE: 09/02/2026	CONTRACT TERM: 3 years	CONTRACT END DATE: 09/02/2029
PROJECT NAME: Bellevue Bay Entertainment District		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME:		INSURANCE REQUIRED:
CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Staff recommends approval of this item

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="OPPD Service Contract 1,2 &3"/> | 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:

Handwritten signatures:
 Daniel Willis
 [Signature]
 [Signature]



August 25th, 2026

**City of Bellevue
Attn: Harrison Johnson
1500 Wall Street
Bellevue, Ne 68005**

SUBJECT: Provide Service Extension: Bellevue Bay Water Park – Utility Transformer #1
Location: 15575 Bayfront Blvd
Work Order: 3296400

Omaha Public Power District has arrived at a Project Cost to extend an underground designed service to the #1 Utility Transformer 1000 kVa, 277/480 volt, 3-phase unit (one of three transformers at this site) at 15575 Bayfront Blvd in Bellevue, Nebraska.

OPPD will need to collect the project cost in advance of **\$94,625** on a three-year agreement. After completion of these Electric Facilities and initiation of electric service at the Customer Facility, OPPD shall track, for three (3) years, the electrical service demand (kW-capacity only) Project Revenue received from the Customer Facility due to the new construction, and shall make available to Customer, upon written request, its Project Revenue calculations. OPPD's calculations will equal all customer demand charges for this service to this subject Facility included in the regular monthly electric bill and paid for by the Customer except for taxes and security deposit, if applicable. If, after three (3) years, the Project Revenue equals or exceeds the Final Project Cost, then OPPD shall promptly pay Customer the amount of such Final Project Cost. If, within three (3) years, the Project Revenue does not equal or exceed the Final Project Cost, then OPPD shall pay an amount equal to the actual electric service demand (kW-capacity only) Project Revenue received.

This electrical service must remain in use during this three-year period, with the same account identity, to qualify for a refund of any portion of the Project Revenue received.

Upon receipt of payment as outlined above we will proceed with scheduling this #1 Utility Transformer part of the project.

If you have any further questions, please feel free to contact me at (531) 226-3781.

Sincerely,

Brittany Klusaw

Account Manager - Omaha Public Power District

1919 Aksarben Drive

Omaha, Ne 68106



Project Proposal and Waiver

CIS+ Acct. No.:	N/A	AM:	Brittany Klusaw
Service Request:	3469	Design:	N/A
Date:	08/25/2026	AM Phone:	531-226-3781
Tax I.D. :		W. O. :	3296400

Capital W.O. ☐	Maint W.O. ☐	Job Order ☐	3 Year Refund ☒
--	--	---	--

Customer: City of Bellevue

Work Location: Bellevue Bay Water Park
15575 Bayfront Blvd
Bellevue, NE 68123

Phone: 312-964-2976

Contact: Harrison Johnson
Director of Economic & Community Development

Description of Work:

OPPD will install a 1000 kVA transformer #1, including all associated transformer-mounted equipment, to serve the Bellevue Bay Water Park. This transformer is one of three transformers to be installed as part of the overall project.

OPPD Responsibilities:

OPPD will provide supervision, management, labor, materials, supplies, tools, equipment, services, engineering, testing, and any additional resources necessary to diligently complete the scope of work in support of Bellevue Bay, in accordance with the specified metering requirements.

Disclaimer: OPPD is an electric utility. As part of its core business, weather-related storms and unexpected delivery system facility or equipment failures may occur. These events and the resulting outages can impact OPPD's work schedule.

- Customer Responsibilities:**
- 1) Waiver signature and submittal is required prior to work scheduling.
 - 2) Notify OPPD representative if project is cancelled so invoice can be voided.
 - 3) Payment (if applicable) is required prior to scheduling work.
 - 4) Work that is required outside normal business hours may require additional overtime charges.

Coordinate and communicate with OPPD as needed to support the completion of the requested work. All requirements and details can be referenced in the 1000 kVA meter specifications.

**Customer Need
Date:**

Charge*: \$ 94,625

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 30 days. If the proposal is extended beyond 30 days, then additional charges may be required.

Facilities Waiver

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling.

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name)

Owner or Owner Representative (signature) _____

Signature date: _____

***Please indicate the Name and Address the 3 Year Refund should be sent to:**

Name: City of Bellevue

Address: 8902 Cedar Island Road
Bellevue, NE 68147

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District
Attention: Brittany Klusaw
PO Box 6051
Omaha NE 68103**

THANK YOU!



Omaha Public Power District

Service and Metering Specifications

Instructions to the Customer

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name	Bellevue Bay Water Park
Address	Bellevue, NE 68123
Customer Representative	Brittany Klusaw
Telephone Number	(531) 226-3781
Service Request Number	3469

Service Information Bellevue Bay Water Park

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	277/480	3	4		1000	kVA

Metering Equipment Install

A	1	M471D		
A	3	158073ICT	CT	
A	3	0322898IPT	PT	

AEOT – All Equipment on Transformer – OPPD will install metering equipment in & on the padmount transformer - Metering Specification Manual Drawing 8.08.8

3-Phase Padmount Transformer Metering Specification Manual Page 4.06.15

The customer is to furnish and install a transformer slab, as detailed in drawing 8.08.5 of the OPPD General Wiring and Metering Specifications Manual, and the necessary primary conduits, service conduits, and service conductors. The transformer must be

accessible at all times to OPPD heavy vehicles. The customer must provide an all-weather drive from the nearest surfaced driving area to the transformer location. **The drive must be within 15 feet of the transformer location.**

Clearance around the transformer must be maintained. This area shall be a minimum of four feet on the back and sides and ten feet in the front (door side). It is the customer's responsibility to install adequate protection for the transformer against damage by vehicles. See OPPD General Wiring and Metering Specification Manual drawing 8.08.8 for the recommended protection layout.

The customer is to furnish and install 1-4-inch PVC schedule 40 conduit for OPPD primary cables, in a straight line, 42 inches below grade between the transformer and switch 20672. All bends installed by the customer must be PVC schedule 40 conduit with a 36-inch radius.

Contractor installed duct should be installed to staked location within 10' of switch. The contractor is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

Contractor installed duct should be coupled on to existing OPPD installed sweep at switch. The sweep location must be confirmed with OPPD representative prior to duct installation. The customer is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

The customer's service conductors will be no larger than 750 kcmil and long enough to reach 6 feet above the transformer slab for connections to the transformer secondary bushings by OPPD. No more than 4 conductors in each conduit. For safety reasons, secondary conductor should not be pulled in prior to the transformer being set. If the secondaries are installed prior to the transformer being set, OPPD reserves the right to reschedule transformer installation until the issue is corrected.

- Three-phase padmount transformer (up to 500 kVA maximum) a maximum of 6 sets of secondary are allowed.
- Three-phase padmount transformer (over 500 kVA) a maximum of 8 sets of secondary are allowed.
- Exception: For the 500 kVA three-phase padmount transformer transformer installed on a slab per Meter Spec Drawing 8.08.5, a maximum of 8 sets of secondary are allowed with a maximum conductor size of 500 kcmil.

All service conduits must terminate within the secondary area in the transformer slab.
Single phase load should be balanced across all three phases.

For 4 - wire, 277/480 volt service, customer must run a grounded conductor(s) with service cables per NEC 250-24C. Conductor(s) size is to be per NEC table 250-102(C)(1), or if no 277 volt load exists, per NEC table 250-66. In either case, the conductor(s) is to be identified as a neutral(s) with minimum size to be one # 2 AWG copper.

The fault current with a 1000 kVA transformer is approximately 21,000 amps.

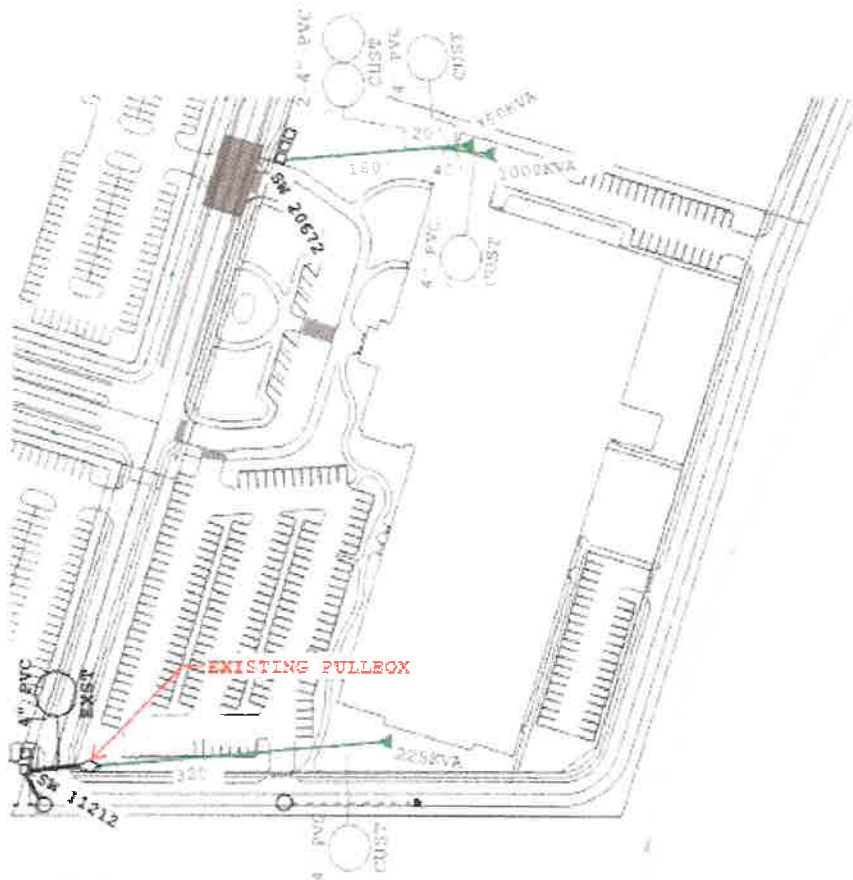
A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Please contact Brittany Klusaw at (531) 226-3781 for slab inspection at least **24 hours in advance** of pouring concrete.

Michael Bray

(402) 380-3542

6/16/2026





August 25th, 2026

**City of Bellevue
Attn: Harrison Johnson
1500 Wall Street
Bellevue, Ne 68005**

SUBJECT: Provide Service Extension: Bellevue Bay Water Park – Utility Transformer #2
Location: 15575 Bayfront Blvd
Work Order: 3296400

Omaha Public Power District has arrived at a Project Cost to extend an underground designed service to the #2 Utility Transformer 750 kVa, 277/480 volt, 3-phase unit (one of three transformers at this site) at 15575 Bayfront Blvd in Bellevue, Nebraska.

OPPD will need to collect the project cost in advance of **\$85,781** on a three-year agreement. After completion of these Electric Facilities and initiation of electric service at the Customer Facility, OPPD shall track, for three (3) years, the electrical service demand (kW-capacity only) Project Revenue received from the Customer Facility due to the new construction, and shall make available to Customer, upon written request, its Project Revenue calculations. OPPD's calculations will equal all customer demand charges for this service to this subject Facility included in the regular monthly electric bill and paid for by the Customer except for taxes and security deposit, if applicable. If, after three (3) years, the Project Revenue equals or exceeds the Final Project Cost, then OPPD shall promptly pay Customer the amount of such Final Project Cost. If, within three (3) years, the Project Revenue does not equal or exceed the Final Project Cost, then OPPD shall pay an amount equal to the actual electric service demand (kW-capacity only) Project Revenue received.

This electrical service must remain in use during this three-year period, with the same account identity, to qualify for a refund of any portion of the Project Revenue received.

Upon receipt of payment as outlined above we will proceed with scheduling this #2 Utility Transformer part of the project.

If you have any further questions, please feel free to contact me at (531) 226-3781.

Sincerely,

Brittany Klusaw

Account Manager - Omaha Public Power District

1919 Aksarben Drive

Omaha, Ne 68106



Project Proposal and Waiver

CIS+ Acct. No.:	N/A	AM:	Brittany Klusaw
Service Request:	3469	Design:	N/A
Date:	08/20/2026	AM Phone:	531-226-3781
Tax I.D. :		W. O. :	3296400
Capital W.O. ☐	Maint W.O. ☐	Job Order ☐	3 Year Refund ☒

Customer: City of Bellevue

Work Location: Bellevue Bay Water Park
15575 Bayfront Blvd
Bellevue, NE 68123

Phone: 402-293-6085

Contact: Harrison Johnson
Director of Economic &
Community Development

Description of Work:

OPPD will install a 750 kVA transformer #2, including all associated transformer-mounted equipment, to serve the Bellevue Bay Water Park. This transformer is two of three transformers to be installed as part of the overall project.

OPPD Responsibilities:

OPPD will provide supervision, management, labor, materials, supplies, tools, equipment, services, engineering, testing, and any additional resources necessary to diligently complete the scope of work in support of Bellevue Bay, in accordance with the specified metering requirements.

Disclaimer: OPPD is an electric utility. As part of its core business, weather-related storms and unexpected delivery system facility or equipment failures may occur. These events and the resulting outages can impact OPPD's work schedule.

Customer Responsibilities:

- 1) Waiver signature and submittal is required prior to work scheduling.
- 2) Notify OPPD representative if project is cancelled so invoice can be voided.
- 3) Payment (if applicable) is required prior to scheduling work.
- 4) Work that is required outside normal business hours may require additional overtime charges.

Coordinate and communicate with OPPD as needed to support the completion of the requested work. All requirements and details can be referenced in the 750 kVA meter specifications.

Customer Need
Date:

Charge*: \$ 85,781

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 30 days. If the proposal is extended beyond 30 days, then additional charges may be required.

Facilities Waiver

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling.

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name)

Owner or Owner Representative (signature) _____

Signature date: _____

***Please indicate the Name and Address the 3 Year Refund should be sent to:**

Name: City of Bellevue

Address: 8902 Cedar Island Road
Bellevue, NE 68147

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District
Attention: Brittany Klusaw
PO Box 6051
Omaha NE 68103**

THANK YOU!



Omaha Public Power District

Service and Metering Specifications

Instructions to the Customer

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name	Bellevue Bay Water Park
Address	Bellevue, NE 68123
Customer Representative	Brittany Klusaw
Telephone Number	(531) 226-3781
Service Request Number	3469

Service Information Bellevue Bay Water Park

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	277/480	3	4		750	kVA

Metering Equipment Install

A	1	M471D		
A	3	158073ICT		CT
A	3	0322898IPT		PT

AEOT – All Equipment on Transformer – OPPD will install metering equipment in & on the padmount transformer - Metering Specification Manual Drawing 8.08.8

3-Phase Padmount Transformer

Metering Specification Manual Page 4.06.15

The customer is to furnish and install a transformer slab, as detailed in drawing 8.08.5 of the OPPD General Wiring and Metering Specifications Manual, and the necessary primary conduits, service conduits, and service conductors. The transformer must be

accessible at all times to OPPD heavy vehicles. The customer must provide an all-weather drive from the nearest surfaced driving area to the transformer location. **The drive must be within 15 feet of the transformer location.**

Clearance around the transformer must be maintained. This area shall be a minimum of four feet on the back and sides and ten feet in the front (door side). It is the customer's responsibility to install adequate protection for the transformer against damage by vehicles. See OPPD General Wiring and Metering Specification Manual drawing 8.08.8 for the recommended protection layout.

The customer is to furnish and install 1-4-inch PVC schedule 40 conduit for OPPD primary cables, in a straight line, 42 inches below grade between the transformer and switch 20672. All bends installed by the customer must be PVC schedule 40 conduit with a 36-inch radius.

Contractor installed duct should be installed to staked location within 10' of switch. The contractor is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

Contractor installed duct should be coupled on to existing OPPD installed sweep at switch. The sweep location must be confirmed with OPPD representative prior to duct installation. The customer is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

The customer's service conductors will be no larger than 750 kcmil and long enough to reach 6 feet above the transformer slab for connections to the transformer secondary bushings by OPPD. No more than 4 conductors in each conduit. For safety reasons, secondary conductor should not be pulled in prior to the transformer being set. If the secondaries are installed prior to the transformer being set, OPPD reserves the right to reschedule transformer installation until the issue is corrected.

- Three-phase padmount transformer (up to 500 kVA maximum) a maximum of 6 sets of secondary are allowed.
- Three-phase padmount transformer (over 500 kVA) a maximum of 8 sets of secondary are allowed.
- Exception: For the 500 kVA three-phase padmount transformer transformer installed on a slab per Meter Spec Drawing 8.08.5, a maximum of 8 sets of secondary are allowed with a maximum conductor size of 500 kcmil.

All service conduits must terminate within the secondary area in the transformer slab.
Single phase load should be balanced across all three phases.

For 4 - wire, 277/480 volt service, customer must run a grounded conductor(s) with service cables per NEC 250-24C. Conductor(s) size is to be per NEC table 250-102(C)(1), or if no 277 volt load exists, per NEC table 250-66. In either case, the conductor(s) is to be identified as a neutral(s) with minimum size to be one # 2 AWG copper.

The fault current with a 750 kVA transformer is approximately 15,700 amps.

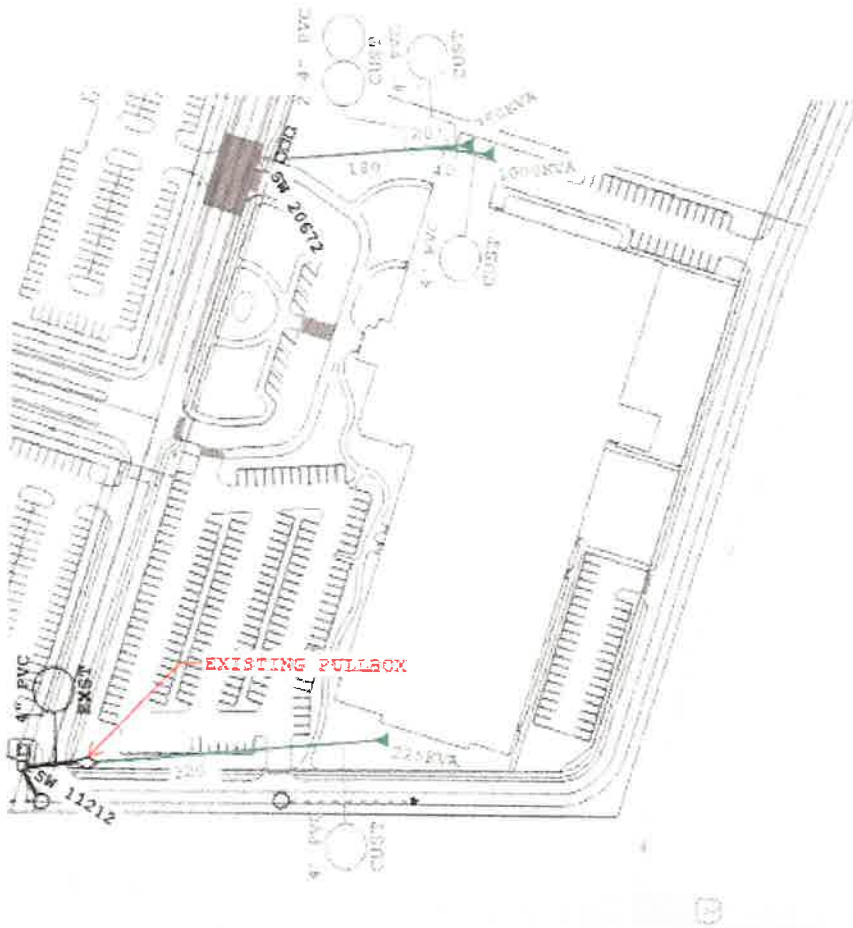
A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Please contact Brittany Klusaw at (531) 226-3781 for slab inspection at least **24 hours in advance** of pouring concrete.

Michael Bray

(402) 380-3542

6/16/2026





August 25th, 2026

**City of Bellevue
Attn: Harrison Johnson
1500 Wall Street
Bellevue, Ne 68005**

SUBJECT: Provide Service Extension: Bellevue Bay Water Park – Utility Transformer #3
Location: 15575 Bayfront Blvd
Work Order: 3296400

Omaha Public Power District has arrived at a Project Cost to extend an underground designed service to the #3 Utility Transformer 225 kVa, 277/480 volt, 3-phase unit (one of three transformers at this site) at 15575 Bayfront Blvd in Bellevue, Nebraska.

OPPD will need to collect the project cost in advance of **\$53,150** on a three-year agreement. After completion of these Electric Facilities and initiation of electric service at the Customer Facility, OPPD shall track, for three (3) years, the electrical service demand (kW-capacity only) Project Revenue received from the Customer Facility due to the new construction, and shall make available to Customer, upon written request, its Project Revenue calculations. OPPD's calculations will equal all customer demand charges for this service to this subject Facility included in the regular monthly electric bill and paid for by the Customer except for taxes and security deposit, if applicable. If, after three (3) years, the Project Revenue equals or exceeds the Final Project Cost, then OPPD shall promptly pay Customer the amount of such Final Project Cost. If, within three (3) years, the Project Revenue does not equal or exceed the Final Project Cost, then OPPD shall pay an amount equal to the actual electric service demand (kW-capacity only) Project Revenue received.

This electrical service must remain in use during this three-year period, with the same account identity, to qualify for a refund of any portion of the Project Revenue received.

Upon receipt of payment as outlined above we will proceed with scheduling this #3 Utility Transformer part of the project.

If you have any further questions, please feel free to contact me at (531) 226-3781.

Sincerely,

Brittany Klusaw

Account Manager - Omaha Public Power District

1919 Aksarben Drive

Omaha, Ne 68106



Project Proposal and Waiver

CIS+ Acct. No.:	N/A	AM:	Brittany Klusaw
Service Request:	3469	Design:	N/A
Date:	08/25/2026	AM Phone:	531-226-3781
Tax I.D. :		W. O. :	3296400

Capital W.O. ☐	Maint W.O. ☐	Job Order ☐	3 Year Refund ☒
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Customer: City of Bellevue

Work Location: Bellevue Bay Water Park
15575 Bayfront Blvd
Bellevue, NE 68123

Phone: 402-293-6085

Contact: Harrison Johnson
Director of Economic & Community Development

Description of Work:

OPPD will install a 225 kVA transformer #3, including all associated transformer-mounted equipment, to serve the Bellevue Bay Water Park. This transformer is three of three transformers to be installed as part of the overall project.

OPPD Responsibilities:

OPPD will provide supervision, management, labor, materials, supplies, tools, equipment, services, engineering, testing, and any additional resources necessary to diligently complete the scope of work in support of Bellevue Bay, in accordance with the specified metering requirements.

Disclaimer: OPPD is an electric utility. As part of its core business, weather-related storms and unexpected delivery system facility or equipment failures may occur. These events and the resulting outages can impact OPPD's work schedule.

Customer Responsibilities:

- 1) Waiver signature and submittal is required prior to work scheduling.
- 2) Notify OPPD representative if project is cancelled so invoice can be voided.
- 3) Payment (if applicable) is required prior to scheduling work.
- 4) Work that is required outside normal business hours may require additional overtime charges.

Coordinate and communicate with OPPD as needed to support the completion of the requested work. All requirements and details can be referenced in the 225 kVA meter specifications.

Customer Need
Date:

Charge*: \$ 53,150

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 30 days. If the proposal is extended beyond 30 days, then additional charges may be required.

Facilities Waiver

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling.

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name) _____

Owner or Owner Representative (signature) _____

Signature date: _____

***Please indicate the Name and Address the 3 Year Refund should be sent to:**

Name: City of Bellevue

Address: 8902 Cedar Island Road
Bellevue, NE 68147

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District
Attention: Brittany Klusaw
PO Box 6051
Omaha NE 68103**

THANK YOU!



Omaha Public Power District

Service and Metering Specifications

Instructions to the Customer

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name Bellevue Bay Water Park
Address Bellevue, NE 68123
Customer Representative Brittany Klusaw
Telephone Number (531) 226-3781
Service Request Number 3469

Service Information Bellevue Bay Water Park

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	277/480	3	4		225	kVA

Metering Equipment Install

Load Group	Quantity	Description	CT or PT
A	1	M471D	
A	3	158072ICT	CT
A	3	0322898IPT	PT

AEOT – All Equipment on Transformer – OPPD will install metering equipment in & on the padmount transformer - Metering Specification Manual Drawing 8.08.8

3-Phase Padmount Transformer

Metering Specification Manual Page 4.06.15

The customer is to furnish and install a transformer slab, as detailed in drawing 8.08.4 of the OPPD General Wiring and Metering Specifications Manual, and the necessary primary conduits, service conduits, and service conductors. The transformer must be accessible at all times to OPPD heavy vehicles. The customer must provide an all-

weather drive from the nearest surfaced driving area to the transformer location. **The drive must be within 15 feet of the transformer location.**

Clearance around the transformer must be maintained. This area shall be a minimum of four feet on the back and sides and ten feet in the front (door side). It is the customer's responsibility to install adequate protection for the transformer against damage by vehicles. See OPPD General Wiring and Metering Specification Manual drawing 8.08.8 for the recommended protection layout.

The customer is to furnish and install 1-4-inch PVC schedule 40 conduit for OPPD primary cables, in a straight line, 42 inches below grade between the transformer and pullbox which continues on to switch 11212. All bends installed by the customer must be PVC schedule 40 conduit with a 36-inch radius.

The customer's service conductors will be no larger than 750 kcmil and long enough to reach 6 feet above the transformer slab for connections to the transformer secondary bushings by OPPD. No more than 4 conductors in each conduit. For safety reasons, secondary conductor should not be pulled in prior to the transformer being set. If the secondaries are installed prior to the transformer being set, OPPD reserves the right to reschedule transformer installation until the issue is corrected.

- Three-phase padmount transformer (up to 500 kVA maximum) a maximum of 6 sets of secondary are allowed.

All service conduits must terminate within the secondary area in the transformer slab. Single phase load should be balanced across all three phases.

For 4 - wire, 277/480 volt service, customer must run a grounded conductor(s) with service cables per NEC 250-24C. Conductor(s) size is to be per NEC table 250-102(C)(1), or if no 277 volt load exists, per NEC table 250-66. In either case, the conductor(s) is to be identified as a neutral(s) with minimum size to be one # 2 AWG copper.

The fault current with a 225 kVA transformer is approximately 8,700 amps.

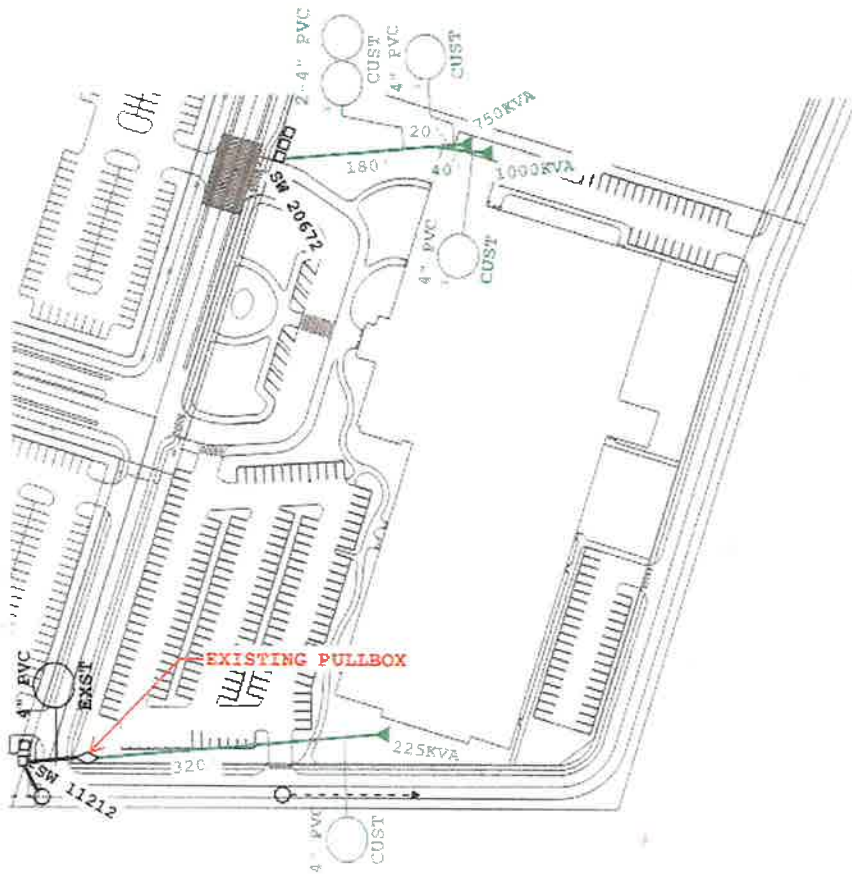
A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Please contact Brittany Klusaw at (531) 226-3781 for slab inspection at least **24 hours in advance** of pouring concrete.

Michael Bray

(402) 380-3542

6/16/2026



August 27th, 2026

Administration

- NC3 project – Lease agreement development with NDRC.
- United Cities weekly meetings.
- Meeting with Mike Kaufman CBRE to discuss South shop and relocation plans.
- CEAB Negotiations
- IAFF Negotiations.
- BPMA Negotiation.
- Budget meetings
- Meeting with representative from Lakewood regarding lake issues.
- Meeting with Legal and HR regarding employment issues.
- National Night out.
- Met with citizen regarding ADA complaint with positive outcome.
- Met with Broker for health care regarding process.
- Quarterly meeting with Dan Hoins on Waste Water Agency.
- Meeting with Bellevue University on a park's initiative.
- Met with Mr. Foresman regarding museum business.
- PHFADA Board meeting.
- Meeting with several developers for projects in Bellevue.

Public Works(See Attached)

Library: (See Attached)

Fire: (See Attached)

Police (See Attached)

Finance(See Attached)



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 26, 2026

Intelligent

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
- Observing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic concerns

Engineering:

- Various project management projects
 - 2026 Concrete Rehab Projects
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
 - South Sarpy Lift Station/Sewer Project
 - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2027 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Programs Completed
- Beginning Fall Recreation Programs
- Tree Trimming and Removal as Needed
- Mowing and Spraying Parks
- Summer Maintenance season

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Street Sweeping

Waste Water:

- Jetting
- Lift station inspections
- Projects let and awarded
 - CIPP Construction Work mostly completed
 - Bluff Street Lift Station nearing completion
 - Haworth Park Lift Station nearing completion
 - Quail Creek Lift Station under construction
- Prevent maintenance on vehicles

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- PM of Winter Equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities
- All restrooms open for the summer
- Pools and Splash Pads Closed for the year, doing PM work as needed



We Influence The World!

City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 8/26/2026

- The teen 2026 Summer Library Program, "Read Between Realms," was open to youth grades 7–12. The Portal Passport reading challenge encouraged teens to set personal reading goals, drawing 167 participants, with 98 attending additional library events. The library also distributed 102 activity kits, and total engagement across events, contests, and interactives reached 1,338. Summer activities included the creative pop-up events Glimmercraft Guild (beaded crafts), Double Pop Ups (diamond art), Journal Studio (wax seal supplies), Cabinet of Curiosities (miniature apothecaries), and themed events like Summer Squish (slime stations), Build Mode (micro bricks, snacks, movies), ArtVibe (2D/3D art), Gooseplosion (goose-themed crafts including Perler beads, sticker collages, clay, keychains), and the highly popular K-Pop Takeover with crafts and Korean snacks. Three contests also received strong participation: Teen Nailed-It (13 teens recreating the same "Enchanted Forest" cake), Mystical Minis (14 crafted wooden figures), and the Tiny Art Show (21 displayed mini artworks).
- The 2026 "Mythical Creatures & Legends" summer program was for children from birth through 6th grade. The Quest Challenge drew 1,432 participants who logged reading and other enriching activities, with an additional 2,639 attending in-person programs and 7,407 engaging with passive activities in the children's area. The library distributed 434 activity kits, provided outreach to 282 children, and logged 200.75 youth volunteer hours along with 21 adult volunteer hours. Rewards included 532 donated books and 4,970 Quest incentives valued at \$3,500 from the Bellevue Library Foundation and other donors. Some 35 grand prizes (valued at \$875) were awarded, and participants who completed all nine weeks were entered into a special drawing for a donated Meta Quest VR Headset valued at \$300, donated by Ross and Michelle Bullock. Popular programs for kindergarten through 6th grade included Kids in the Kitchen kits, the Choose Your Own Adventure Read-Aloud Book Club, a How to Train Your Dragon jigsaw tournament, Pre-K STEAM days, storytimes and Maker Lab sessions.
- The Bellevue Library Advisory Board met on Aug. 19 for their regular monthly meeting. Re-elected as president of the Board was Evonne Edgington. Deb Stortvedt was re-elected as the vice president. Also at the meeting, the Board approved the Local Author Form for persons wishing to donate a copy of their work to the library collection and discussed the Nebraska Library Association's meeting Oct. 14-16 in La Vista. Board member Karen Clopton plans to attend.
- Some 75 people attended Humanities Nebraska speaker Jeff Barnes's presentation "Custer and the Great Plains: History, Landscape, and Legacy" as part of the library's participation in the Arrows to Aerospace annual celebration.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 8/25/2026

A. General Items:

- QA/QI
- Chest pain committee meeting w/UNMC next week
- Mid-academy with EMS for new recruits
- Continuing to complete steps for blood product project-requested meeting with blood bank to shore up final details
- We are scheduled to meet new incoming Creighton paramedic students and talk about ride-a longs here
- Captain promotional process in progress.

B. Training:

- Continue boat training.
- Joint recruit academy with Papillion and Gretna Fire- on week 3 of 8.
- Pediatric cardiac arrest
- OB Emergencies

C. Inspections , Fire Prevention and Public Education

Plan Reviews:

- Plan review remodel Walmart 10504 S. 15th
- Plan review fire alarm 10601 S. 15th Eaton.
- Plan review fire alarm 13204 S. 29th ST.
- Revised fire alarm plan review 10601 S. 15th.
- Fire alarm plan review 13204 S. 29th St.
- Building plan review 10601 S. 15th.
- Fire sprinkler plan review 2902 Samson Way.
- Under ground pipe flush 14817,14820,14821,14825,14829,14833,148337 Normandy BLVD.
- Remodel plan review 9811 S. 36th St.
- Remodel plan review 2109 Towne Center Dr.
- Don Juan Restaurant Courtesy Inspection





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

- 1002 Mission Ave FA Acceptance test
- 2009 Franklin St FA Acceptance test
- 10105 S 23rd St. Final Inspection
- 3604 Twin Creek Dr #111 Final Inspection

Fire Prevention/Public Education:

- 1 Station Tour
- 1 detector battery swap appt.
- 5 community-based rig and equipment show and tell visits
- 1 Dept provided installs

D. Calls: July 26th through August 24th

Fire – 97

Rescue – 497

E. Ambulance Billing

July 1-31-2026

\$ 347,440.00 in claims sent to health insurance companies July 1-31, 2026 (397 insurance claims).
<\$156,348> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$347,440.00)

=====

\$ 191,092 the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$141,420.83 deposited into the bank July 1-31, 2026

13,698.67 additional revenue in Credit/Debit/HSA card payments

=====

\$155,119.50 TOTAL July 1-31, 2026 rescue fee revenue

\$305,281.38 This figure represents the total “patient responsibility” balance due, as of 07.31.2026 for the past 30-180 days.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 7/27/2026 through 8/2/2026

Monday	AM	E1, T21, E41, T31	3 Person	
Monday	PM	E1, T21, E41, T31	3 Person	
Tuesday	AM	T31, T21	3 Person	
Tuesday	PM	T31	3 Person	
Wednesday	AM	E1, T21, E41, T31	3 Person	
Wednesday	PM	T21, E41, T31	3 Person	
Thursday	AM	E41, T21	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E41, T31	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E1, T21, E41, T31	3 Person	
Saturday	PM	T21, E41, T31	3 Person	
Sunday	AM	E1, T21, E41	3 Person	
Sunday	PM	E41, T21	3 Person	

Staffing Report from 8/3/2026 through 8/9/2026

Monday	AM	Full		
Monday	PM	T21	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31	3 Person	
Wednesday	PM	E1, E41, T31	3 Person	
Thursday	AM	E1, E41, T31	3 Person	
Thursday	PM	E1	3 Person	
Friday	AM	T31	3 Person	
Friday	PM	T31, E41	3 Person	
Saturday	AM	E1, E41, T31	3 Person	
Saturday	PM	E1, E41, T31	3 Person	
Sunday	AM	E41 3 Person	T21 Closed	
Sunday	PM	E1, T21, E41, T31	3 Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 8/10/2026 through 8/16/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E1, T21,T31, E41	3 Person
Tuesday	PM	E41	3 Person
Wednesday	AM	E1, T21,T31	3 Person
Wednesday	PM	Full	
Thursday	AM	T31	3 Person
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E1, T21,T31	3 Person
Saturday	PM	E1, T21,T31	3 Person
Sunday	AM	E41	3 Person
Sunday	PM	E41	3 Person

Staffing Report from 8/17/2026 through 8/23/2026

Monday	AM	E1, E41	3 Person
Monday	PM	E1, E41	3 Person
Tuesday	AM	E41, T31	3 Person
Tuesday	PM	Full	
Wednesday	AM	E41	3 Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E1, T31	3 Person
Friday	PM	E1, E41, T31	3 Person
Saturday	AM	E1, T21,T31, E41	3 Person
Saturday	PM	T21,T31	3 Person
Sunday	AM	E1, T21,T31, E41	3 Person
Sunday	PM	E1, T21,T31, E41	3 Person

BELLEVUE POLICE DEPARTMENT

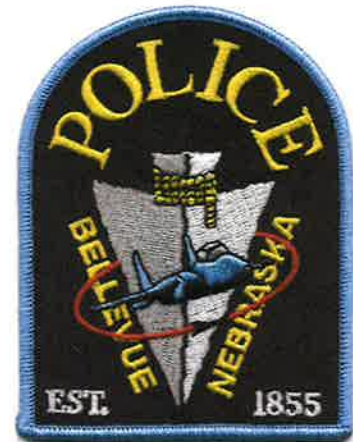
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: August 2026 Directors Report

DATE: August 25, 2026



- 8/04 – City Council Meeting
 - National Night Out
- 8/7 – 8/09 – Offutt AFB Defenders of Freedom Air & Space Show
- 8/11 – Mayor’s Youth Council
- 8/18 – City Council
- 8/31 – SDLEA Board Meeting

This is a repeat of the 8/4/26 report. Finance will have a budget presentation at the meeting.

Financials

The City's Forecast for the 2025-2026 Budget Year, as of July 29, 2026, indicates actual results will be in line with budgeted amounts for the year. Some revenue shortfall, covered by reduced expenditures.

City of Bellevue

2025-2026 Forecast as of July 29, 2026

	Budget	Preliminary Forecast	Better / (Worse)
Fund Balance (Cash) at 9/30/2025	\$ 45,632,077.25	\$ 52,673,782.19	\$ 7,041,704.94
Plus: FYE2026 Revenues	\$ 197,094,581.00	\$ 188,129,762.00	\$ (8,964,819.00)
FYE2026 Total Resources Available	\$ 242,726,658.25	\$ 240,803,544.19	\$ (1,923,114.06)
Less: FYE2026 Expenditures	\$ 197,094,581.00	\$ 188,862,686.00	\$ 8,231,895.00
Forecasted Balance of Cash Reserves at 9/30/2026	\$ 45,632,077.25	\$ 51,940,858.19	\$ 6,308,780.94

The City currently has \$131,215,000 of outstanding debt (bonds). Of that amount, \$58,790,000 is related to the Bellevue Bay Waterpark project.

<u>Issued Bond Debt (Principal) at 7/29/2026</u>	<u>Outstanding Principal</u>	
Wastewater Debt	\$ 590,000.00	
General Obligation Bond Fund Debt	\$ 47,330,000.00	
General Fund Debt	\$ 24,505,000.00	
Total Debt of City excluding Waterpark Debt	\$ 72,425,000.00	1.07% of valuation
Waterpark Debt	\$ 58,790,000.00	
Total City of Bellevue Debt	\$ 131,215,000.00	1.94% of valuation
Preliminary Valuation	\$ 6,764,508,162	

The City has the following cash balances as of 7/29/2026:

<u>Cash & Cash Equivalents</u>	<u>7/29/2026</u>	<u>7/29/2025</u>
General Fund	\$ 26,506,344.87	\$ 36,889,929.43
Solid Waste	\$ 711,615.47	
Wastewater	\$ 7,187,866.39	\$ 7,250,907.05
Medical Self Funding	\$ 787,961.97	
Community Betterment	\$ 4,741,554.69	\$ 4,593,628.60
Economic Development LB840	\$ 3,127,428.81	\$ 2,421,598.37
Community Development	\$ 127,600.32	\$ 102,633.95
Law Enforcement Trust	\$ 236,776.01	\$ 188,631.93
Federal Forfeitures	\$ 69,508.11	\$ 78,432.31
G.O. Bonds	\$ 12,031,297.89	\$ 16,363,004.94
Total Cash & Cash Equivalents	\$ 55,527,954.53	\$ 67,888,766.58