

## **++AMENDED AGENDA Bellevue City Council Meeting++**

Tuesday, September 15, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

### 1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Don Torbett, Avery Presbyterian Church, 1910 Avery Road East.

### 3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers and printed copies are available on the 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 (\*) are approved where this item is, unless otherwise removed)*

1. \* Acknowledge receipt of the August 11, 2026 Tree Board Minutes.

2. \* Acknowledge receipt of August 27, 2026 Planning Commission Minutes.

3. \* Approval of the September 1, 2026 Board of Equalization Meeting.

4. \* Approval of the September 1, 2026 City Council Minutes.

### 6. APPROVAL OF CLAIMS - September 15, 2026

### 7. SPECIAL PRESENTATIONS: NONE

### 8. ORGANIZATIONAL MATTERS:

a. \* Recommend the appointment of Rich Severson as the City Treasurer, effective immediately. (Mayor Hike)

b. \* Recommend the appointment of Diane Bruce to the Inland Port Authority Board of Directors to fill the remaining term of Steve Knutson, ending October 1, 2026. (Mayor Hike)

### 9. APPROVED CITIZEN COMMUNICATION: NONE

### 10. LIQUOR LICENSES: NONE

### 11. ORDINANCES FOR ADOPTION (3rd reading):

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

1. Resolution No. 2026-17: A resolution to set the 2026-2027 property tax levy.

### 12. ORDINANCES FOR PUBLIC HEARING (2nd 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. 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)

### 13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4230: Request to amend Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH Zoning district as a permitted use. Applicant: POET Biocarbon. (Planning Director)

b. Ordinance No. 4231: Issuance of bonds for the continued construction of the Bellevue City Water Park, in an amount not to exceed \$50,000,000.00 (Community & Economic Development Director/Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**

c. ++Ordinance No. 4232: An ordinance to Amend Chapter 21, of the Bellevue Municipal

Code by amending Article III, Sections 21-39 to 21-41 regarding the Museum Board.  
(Administration) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

- a. Request to approve the 2027-2032 Capital Improvement Plan (CIP). (Planning Director)
- b. Approval of a Special Fireworks Display Permit for Midwest Fireworks for a fireworks display at Bellevue East Homecoming, 1401 High School Drive, on Thursday, September 17, 2026 beginning at approximately 9:30 p.m. (Rain date - Friday - September 18, 2026 - (9:30 p.m.) (City Clerk)
- c. Approve Event Application for the Wing Morale Run at Bellevue South Trail, on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. (City Clerk)
- d. Approve Event License Application for Scouting America at American Heroes Park to be held Saturday, September 26 from 4:00 p.m. to 6:00 p.m. (City Clerk)

15. RESOLUTIONS:

- a. Resolution No. 2026-18: A resolution to preserve the City's flexibility in financing capital improvements. (Finance Director)
- b. Resolution 2026-19: Request approval to operate a satellite keno location at the business operated by The Donkey Barn dba "The Donkey Barn" at 2902 Samson Way, Bellevue, NE and authorize the Mayor to sign. (City Clerk)
- c. Resolution 2026-20: Request approval to operate a satellite keno location at the business operated by Hey Babe's Inc. dba "Babe's" at 512 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. (City Clerk)

16. CURRENT BUSINESS:

- a. Approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Valley Corporation on the Whitted Creek Stream Rehabilitation Project, in an amount not to exceed \$3,894,289.77. (Public Works Director)
- b. Approve and authorize the Mayor to sign Amendment #2 with HDR for the Landings Lift Station Project, in an amount not to exceed \$83,900.00 (Total for completion of design \$325,520.00). (Public Works Director)
- c. Approve and authorize the Mayor to sign Amendment #1 to the Engineering Agreement with Jacobs Engineering Group for design services on the Whitted Creek Stream Rehabilitation Project, in an amount not to exceed \$179,580.00. (Public Works Director)
- d. Approve and authorize the Mayor to sign Change Order #5 with Vrana Civil to install a storm ditch and construct RIPRAP for the Bellevue Entertainment District, in an amount not to exceed \$12,645.00. (Public Work Director)
- e. Approve and authorize the Mayor to sign the Second Amendment to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2027, in an amount not to exceed \$140,000.00. (CDBG Program Specialist/Public Works Director)
- f. Accept the Proposal with Gallagher to renew the City's Property Casualty Insurance for the 2026 Renewal Premium, in an amount not to exceed \$950,475.00. (Risk Manager)
- g. Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the Civilian Employees Association of Bellevue (CEAB) for a two-year term, October 1, 2026 through September 30, 2026. (Administration)
- h. Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2026 through September 30, 2027. (Administration/HR Director)
- i. Approve the revised Bellevue Public Library Policy Manual. (Library Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(September report will be attached to the October 6th Council meeting packet)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue  
Tree Board Minutes  
August 11, 2026

**Attendance** – Members present were Don Preister, Tom Mruz, Kay Hegler, Nancy Scott, and Deborah Woracek. Kathy Radosta, Scott Evans, and Rob Clatterbuck were excused. Tom Mruz presided at the meeting.

**Volunteer hours and miles** – Please send volunteer hours and miles to Deborah. Kay asked about education/professional development hours. Don suggested that the hours go to Deborah and the description of the education/professional development go to him as he compiles it for the Growth Award.

**Approve Minutes of July 14, 2026** - Deborah made a motion to approve the minutes of the July 14, 2026, meeting, Kay seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

**Parks Report** – Tom asked if anyone had heard from Jim Shada for a Parks Report. Don and Deborah both said they had not received an email from Jim. Don mentioned it is still mowing season.

**Old Business**

**Tree inventory** – Don reported he has emailed Jo Langabee. Jo said she is willing to assist us with our tree inventory. Don suggests we wait until the first part of September to continue the process. Kay reported she went through all our previous notes and quadrants. Kay noted that Kathy said she was willing to print the parks maps for us. Tom questioned which quadrant is next. **Don, Kay, and Jo will meet later this summer to decide where and when we will update the city-wide tree inventory.**

**School tree plantings** – Kay reminded the Board that she will receive a phone call the week of September 21 to finalize the plans for the planting to be held at Logan Fontenelle Middle School. **She will update us at our next meeting.** Don is waiting to hear back from Pawnee about a tree planting there.

**Memorial Forest Dedication** – Don told the Board that the sign is still not placed at Banner Park so the dedication for the Sarpy County Memorial Forest is still on hold.

**Tree City, USA** – Due to the location for this year's ceremony in far western Nebraska no one from our Board will be able to attend. Don did announce that we, again, received the Tree City USA and the Growth Award designation for the city. Nancy asked about putting up flags with Tree City USA logos on the city flagpoles.

**Library programs** – Monday October 5 is slated for our first program at the Bellevue Public Library. A short introduction about the Tree Board, its functions, and members, etc. will introduce Nancy Scott's program about Soft Landings. Nancy asked Deborah to send her the Bellevue Tree Board logo as her program was originally written for PATH. **Deborah agreed to send the logos to Nancy. Nancy will send a copy of the Power Point to Kay so Kay can write an advertisement for the library to use.** The Bellevue Public Library will then promote our program.

**Winter Projects ideas/updates** – A series of programs at the library was suggested to be held during the winter months and was discussed as a possible winter project. Nancy stated that when the new Food Pantry opens, they will have space to host programs as well. Ailanthus eradication was brought up as a possible topic for programs. Don said the Mayor and City Council are aware of the problem. This was also suggested as a Bellevue 411 topic. Nancy said it should be also posted on other social media such as Bellevue 411 Uncensored. All agreed it would be a timely topic as the issue is growing city-wide. Tom reminded the Board that the best time to treat Ailanthus is in September and October. Kay proposed that after the eradication of the Ailanthus we have programs or articles pertaining to desirable species of replacement trees. Nancy brought up the fact that the mulch in most parks now needs replacing or refreshing. This could be another winter project.

**Monthly duties timeline review** – Deborah read the monthly duties for August and September and it was concluded that we are right on schedule with our timeline.

**Arrows to Aerospace Parade** – Don, Nancy and Kay will plan on being at the Parade wearing our Tree Board t-shirts. Don reported he has the banner and Earth balls prepped for the parade. We are to park by the open area near the Dairy Twist. The EV vehicles will proceed ahead of our group with Don's Leaf right in front of us. He will have **space in the back of his Leaf for our water, etc. Kay agreed to carry the flag again.**

**Prospective new members** – Deborah asked Don if his guest from our previous meeting would be interested in joining the Board. **Don will approach Gary Welch about joining the Board.** Deborah also asked if anyone knew if Jo Langabee would be interested in coming back on the Board. **Don will also approach Jo about this. Scott, Kay, and Kathy are encouraged to continue promoting our Board to fellow Sarpy**



**County Master Gardeners who reside in Bellevue.** Don mentioned that our roster for the Board may be full at this time.

**New Business** – Kay had questions that she felt should go under new business. First, she asked if she should count some hours as education hours for reading books about trees that are included in her Master Naturalists book club that she is attending. Don said if they are educational, she should count the hours as education hours. Kay also asked about a community arboretum status for the city. She wondered what the requirements for us would be. A discussion followed about whether to have one park or several parks listed as part of our community arboretum. Don mentioned that several parks already have signs for trees and that the Tree Board does have some funds to use if needed. Nancy pointed out several possible parks to use including Two Springs. **Kay will research the requirements needed for the designation as a community arboretum.** Kay also then announced that Prairie Pines is offering a Forest Bathing event at 4pm on September 27. The sponsor First Plymouth Church will have refreshments available after the program which will be presented by Melissa Landis.

There being no further business Don made a motion we adjourn the meeting. Kay seconded the motion. All agreed to adjourn. Our next meeting will be Sept. 8, 2026.

Respectfully submitted,  
Deborah L. Woracek, Secretary  
Bellevue Tree Board

Tentative agenda for our next meeting to be held on Sept. 8, 2026, at 9am

Attendance  
Volunteer Hours  
Approve Minutes of August 11, 2026, meeting  
Park Report – Jim  
Old Business  
Memorial sign and Dedication  
Recap Arrows to Aerospace Parade  
Tree plantings at Logan Middle School and Pawnee  
Bellevue Public Library programs  
Workdays in parks  
Winter Projects  
New Business

## MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 27, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Bennett, Taylor-Jones, Ackley, Burmeister, Hankins, Yoder, Herall, and Aerni. Absent was Commissioner Lasenburg. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

Hankins announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers, and also on the information table just outside the Chambers.

Motion was made by Bennett, seconded by Yoder, to approve the minutes of the July 23, 2026, regular meeting as presented. Upon roll call, Bennett, Taylor-Jones, Ackley, Herall, Hankins, Yoder and Aerni voted yes; Burmeister abstained. Motion carried.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to amend Sections 2.19 and 5.28, Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow for non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district. Applicant: POET Biocarbon.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request.

Palm explained that POET Biocarbon has come forward to initiate this text amendment to add a definition into Article 2 of the zoning ordinance as well as a permitted use into the MH (Heavy Manufacturing) zoning district. POET desires to utilize existing pipeline infrastructure for the purpose of transferring a commodity. She explained that currently the MH zoning district allows for something similar, but only for public utilities, and POET is not considered a public utility. Staff worked together with POET and researched guidelines available. She said there are several statewide environmental regulations that regulate this type of operation, but not a lot of information available for local zoning jurisdictions. Palm stated staff found similar guidelines from northeast Nebraska and used that information to work with POET. Therefore, the resulting definition for a pipeline transfer facility would be, "a facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment." She explained this definition would be added to the definitions section and pipeline transfer facility would be added as a permitted use in the MH zoning district. Staff agrees this would fit in MH as a permitted use. Palm stated MH allows the widest range of industrial operations, including salvage yards, warehousing, and temporary concrete plants. Therefore, the proposed use aligns with what would be permitted in MH.

Dillon Oaks, 4615 N Lewis Ave, Sioux Falls, South Dakota, was present on behalf of the applicant. Oaks introduced himself as the Director of Strategic Development with POET Biocarbon, and explained they worked closely with staff in collaboration on the project concept they would like to develop in the City of Bellevue. They recognized through that evaluation process that there is not currently a permitted use that clearly defined their activity or under which it fell. Based on staff recommendation, POET drafted and submitted the text amendment. Oaks explained that they are seeking approval for a pipeline transfer facility, and the intent is to connect or tie into the currently constructed Tall Grass system, where they would transport CO2 and inject that into the pipeline for transportation.

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

Ackley questioned whether there was any history explaining why non-public utilities had not previously been included. He asked whether historically only public entities transported utilities or commodities.

# MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2026, Page 2

Palm confirmed the language in the zoning ordinance goes back to 1965. Palm stated at that time that was likely commonplace practice, and no one has asked for anything different since that time. Palm stated when POET came forward, staff recognized POET is not a public utility, and therefore staff did not have anything in the current ordinance that adequately defined this use, which is what brought POET forward tonight.

Ackley asked whether, since pipelines are underground and the commodity travels underground, there is any reason the ordinance restricts storage to above-ground once it reaches the destination, rather than allowing underground storage tanks. Palm responded staff looked at the current language and based it on what POET is proposing, and stated staff could revise the language if the Planning Commission wanted to do so. Ackley stated it was a curiosity question and that he did not know whether underground storage was safer environmentally. He invited POET representatives to respond. Oaks responded that the only contemplated storage for POET would be above-ground storage. He stated there would be no underground storage activity. He explained the Tall Grass system transports the CO2 to underground storage reservoirs in Wyoming. He stated POET would not contemplate underground storage in the City of Bellevue. Palm added that if the storage cannot be seen, it may not carry zoning impact. Ackley added he thought perhaps there was an environmental reason storage was kept above ground even though the commodity travels underground.

Yoder questioned whether, by passing the amendment, other regulations would restrict POET or others from hazardous materials, and asked whether state guidelines would govern the materials being transported. He asked whether the amendment inadvertently allows transport of hazardous materials. Palm confirmed there are several state-regulated guidelines on this type of use or anything similar and stated those guidelines would supersede anything in the zoning ordinance. She stated POET would have to abide by whatever state or federal regulations exist environmentally. Palm added staff could revise the language if the Commission desired to.

Aerni added a question for staff. He stated the definition of pipeline transfer facility is good, but asked whether commodities should also be defined. He stated the term "commodities" is not commonly used, and noted commodities can include water, natural gas, crude oil, refined fuels, slurries, or similar materials. He asked whether commodities should be defined and whether the city is comfortable allowing any commodity to be transported, or only specific ones. He stated CO2 is what POET intends to transport, but asked whether the City needs to clarify what commodities it is comfortable with allowing, given that the facility would operate in Bellevue.

Ackley added that perhaps part of the question relates to what commodities are regulated for transport through pipelines, and stated that if the pipeline exists, it has already passed regulatory review. He asked whether POET tapping into the pipeline and leasing it would be subject to those regulations.

Aerni stated he believes regulations are likely already set. He stated his concern is that while crude oil traveling underground may not bother anyone, if a facility is allowed to transfer crude oil into trucks, that activity occurring above ground raises concerns. He stated that is why he questions what constitutes commodities. Taylor-Jones added that she had similar questions. She asked whether the state guidelines previously mentioned use the term commodities. Palm confirmed commodities is standard language. She stated these pipelines cross state lines. Palm stated she does not know where Tall Grass ultimately terminates, but it goes through Iowa, through Sarpy County, through Cass County, and continues. She stated federal and state regulations govern the use because the pipelines are transcontinental.

Aerni questioned whether other transfer facilities exist in the region. Oaks responded that refined fuel terminal facilities already exist in the city today, such as Magellan on Cornhusker Road. He stated those types of activities occur currently. He stated many of the questions raised fall under various DOT (U.S. Department of Transportation) handling requirements. He stated POET trucks would move CO2, noting POET has over 150 trucks already transporting CO2 for beverage use, wastewater treatment facilities, protein processing, and other uses. He stated that is core to POET's business. He added that injection and similar activities have various OSHA (Occupational Safety and Health Administration) and state requirements and process-safety regulations governing them.

Bennett clarified, since the pipeline already exists and already has CO2 running through it, POET is simply tapping into it. He asked whether POET intends to tap into some CO2, pay for it, load it in trucks, and resell it. Oaks responded that was correct. He stated POET wants to inject into the pipeline and use it as a transportation mechanism. He stated Tall Grass is not planning to run their pipeline to POET's facility, and POET wants to access the pipeline to create an opportunity. Ackley asked whether there is a pipeline at the location POET is considering. Oaks confirmed the pipeline is installed. He stated the location he is considering is east of Highway 75 on Highway 34, in rural agricultural land



# MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2026, Page 3

zoned Heavy Industrial, close to where a nitrogen facility previously existed. Palm clarified the location is just south of Harlan Lewis and Highway 34. She stated the Tall Grass pipeline was recently constructed and is existing. Ackley added that to the extent POET must run another pipeline to tap into Tall Grass, POET would have to follow all regulatory and safety requirements depending on what material is transported. Palm confirmed that is correct. Oaks added that pipeline hazards fall under the federal office responsible for pipeline safety, and Tall Grass, as the pipeline operator, would be responsible. Palm added that one thing to point out is that public utilities generally do not have to follow city regulations. She stated a public utility can essentially operate without local zoning regulation, so there is little oversight the city would have over a public utility.

MOTION was made by Aerni, seconded by Ackley to recommend APPROVAL of request to amend Sections 2.19 and 5.28, Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow for non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district. Applicant: POET Biocarbon. APPROVAL of the amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on October 6, 2026.**

Palm provided a staff update stating that the Active Mobility Plan surveys are now live for the Bellevue community and encouraged Commissioners to complete the survey and share it with others.

Meeting adjourned at 6:21 p.m.



Jenna Lance  
Planning/Permit Technician

# BOARD OF EQUALIZATION MINUTE RECORD

\*5b3.  
9/15/2026

Board of Equalization Meeting, September 1, 2026

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 1st day of September 2026. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw; Absent: None.

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

## Open Meetings Act

Mayor Rusty Hike announced that a copy of the Open Meetings Act is posted on the rear wall in the City Council Chambers and copies are available on back table.

## Approval of the Agenda

Motion was made by Casey, seconded by Welch, to approve the agenda.

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

Susan Kluthe, City Clerk, informed the Mayor and Council that two property owners have to be removed from the lien list since payment has been made in full. She also reported there was an email in front of them which was received for the property at 404 Bellevue Blvd. requesting an extension to make payment. Discussion ensued.

Resolution BOE No. 2026-0901-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2026-0901-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Welch, seconded by McCaw, to approve BOE Resolution No. 2026-0901-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ) with the amendment of removing the properties at 101 Lorraine Drive and 903 Logan Avenue, which have been paid in full.

Roll call vote to approve BOE Resolution No. 2026-0901-01 as amended was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; Absent: None. Motion carried.

## Adjournment

There being no further business to come before the Board, on motion made by Welch, seconded by Collins at 5:08 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; Absent: None. Motion carried.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 1, 2026



# BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, September 1, 2026

that all 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.

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Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at [www.bellevue.net](http://www.bellevue.net). Minutes are subject to change upon City Council approval of the meeting minutes.

# MINUTE RECORD

\*5b4.  
9/15/2026

Bellevue City Council Meeting, September 1, 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 September 1, 2026 at 6:00 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, Bellevue 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 Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, 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 Burns, 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 Burns, to approve the consent agenda consisting of the following item: Approval of the August 18, 2026 City Council Minutes; Acknowledge receipt of the June 17, 2026 Bellevue Public Library Advisory Board Minutes; 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; Appointment of Clare Severn to the Bellevue Library Advisory Board for a five year term ending June 30, 2031; Appointment of Garrett Sims as President to the City of Bellevue Museum Board for a four-year term ending in August 2030; 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; and approve the list of applications for waiver of hunting regulations as reviewed and approved by Sgt. Don Pleiss.

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 Casey, seconded by McCaw, to approve September 1, 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**

## **ORDINANCES FOR ADOPTION: (3rd 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 opened 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 was read for the third and final time.

**Motion** was made by Casey, seconded by McCaw, to approve 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. 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.

# MINUTE RECORD

Bellevue City Council Meeting, September 1, 2026, Page 2

## **ORDINANCES FOR PUBLIC HEARING: (2nd Reading):**

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

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 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.

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 15, 2026

### **Resolution 2026-17: A resolution to set the 2026-2027 property tax levy. (Hearing required - No Action taken)**

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

Mr. Rich Severson, Finance Director, provided a presentation on the 2026-2027 budget and mentioned this information can be found on the city's website. He discussed the high points in the budget presentation.

Mr. Severson stated that this year the City of Bellevue will not have to participate in the Joint Public Hearing since the property tax is within allowable growth percentage.

Police Chief Ken Clary, Fire Chief Perry Guido, Mr. Dave Goedeken, Public Works Director, and Mr. Harrison Johnson, Economic and Development Director, provided information on their department's items and projects for the 2026-2027 budget year.

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.

Mayor Hike stated the vote on this resolution will be at the Council meeting on September 15, 2026.

## **ORDINANCES FOR INTRODUCTION (1st reading):**

### **Ordinance No. 4225: Compensation Ordinance Update (Human Resources)**

Ordinance No. 4225 : 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. 4221; and providing an effective date was read for the first time by title only.

Mayor Hike stated the second read and public hearing will be heard at the Council meeting on September 15, 2026.

### **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)**

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 was read for the first time by title only.

Mayor Hike stated the second read and public hearing will be heard at the Council meeting on September 15, 2026.

### **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)**

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; Articles III, Sections 13-61 through 13-69, regarding garbage and refuse and to provide an effective date was read for the first time by title only.

**Motion** was made by Casey, seconded by Collins, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion

# MINUTE RECORD

Bellevue City Council Meeting, September 1, 2026, Page 3

was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

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 Casey, seconded by Collins, to approve 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; Articles III, Sections 13-61 through 13-69, regarding garbage and refuse and to provide an effective date. Roll call 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.

**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)**

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 and to provide for an effective date was read for first time by title only.

**Motion** was made by McCaw, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. 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.

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.

**Motion** was made by Casey, seconded by McCaw, to approve 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 and to provide for an effective date. 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.

**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.** (City Clerk)

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 was read for first time by title only.

Mayor Hike stated the second read and public hearing will be heard at the Council meeting on September 15, 2026.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

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

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.

Mayor Hike declared the public hearing closed.

**Motion** was made by Preister, seconded by Collins, to postpone action on the 2027-2032 Capital Improvement Plan (CIP) until September 15<sup>th</sup> meeting. 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.

Mayor Hike stated this item will be voted on at the Council meeting on September 15, 2026.

**RESOLUTIONS: NONE**



# MINUTE RECORD

Bellevue City Council Meeting, September 1, 2026, Page 4

## **CURRENT BUSINESS:**

**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)

**Motion** was made by Collins, seconded by Welch, to 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.

Councilman Preister commented he would like to see the city use alternatives to plastic mating products. Mr. Goedeken said he will take that under advisement and look into alternative products.

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 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)

**Motion** was made by Burns, seconded by McCaw, to 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. 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 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)

**Motion** was made by Casey, seconded by McCaw, to 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. 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 agreement with Creative Sites in an amount not to exceed \$34,938.00, for the patio project at the library.** (Library Director)

**Motion** was made by Collins, seconded by Burns, to 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. 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 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)

**Motion** was made by Collins, seconded by Welch, to 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. 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 collective bargaining agreement with the Bellevue Professional Management Association for the term October 1, 2026 through September 30, 2028.** (Administration)

**Motion** was made by Burns, seconded by McCaw, to approve collective bargaining agreement with the Bellevue Professional Management Association for the term October 1, 2026 through September 30, 2028. 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 the revised Employee Handbook.** (Human Resource Director)

**Motion** was made by Collins, seconded by McCaw, to approve the revised Employee Handbook. 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 ROW Purchase Agreement for Fort Crook Road Extension in an amount not to exceed \$320,100.00.** (Economic Development Director)

**Motion** was made by Burns, seconded by Welch, to 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. 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.

# MINUTE RECORD

Bellevue City Council Meeting, September 1, 2026, Page 5

**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)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the OPPD Transformer Service Installation Contracts for the Bellevue Entertainment District in an amount not to exceed \$233,556.00. . 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 is attached](#))

**CLOSED SESSION: NONE**

## **ADJOURNMENT:**

There being no further business coming before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:12 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.

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Susan Kluthe, City Clerk

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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 September 1, 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

6.  
9/15/2026

## CLAIMS FOR 2026/09/15 COUNCIL MEETING

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### MAYOR

|               |                                  |                 |
|---------------|----------------------------------|-----------------|
| AT&T MOBILITY | 2026/07/22-08/21 MONTHLY SERVICE | 42.11           |
|               |                                  | <b>\$ 42.11</b> |

### CITY ADMINISTRATOR

|                                   |                                                     |                    |
|-----------------------------------|-----------------------------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE                    | 84.22              |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/20-08/19 COPIER EXPENSE                     | 56.40              |
| CULLIGAN OF OMAHA                 | BOTTLED WATER                                       | 79.90              |
| HOUGHTON BRADFORD WHITTED PC, LLO | 2026/07/22 SWITCH GEAR ENTERTAINMENT-CASE 5078-0001 | 140.00             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE                    | 650.78             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE                        | 85.26              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                                    | 33.63              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                                     | 65.91              |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES                          | 104.64             |
|                                   |                                                     | <b>\$ 1,300.74</b> |

### LEGAL

|                                   |                                                        |                    |
|-----------------------------------|--------------------------------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE                       | 174.49             |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/07-08/06 COPIER EXPENSE                        | 14.21              |
| HOUGHTON BRADFORD WHITTED PC, LLO | 2026/07/23-07/24 PROFESSIONAL SERVICES -CASE 5078-0003 | 770.00             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE                       | 114.84             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE                           | 85.26              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                                       | 34.20              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                                        | 61.59              |
|                                   |                                                        | <b>\$ 1,254.59</b> |

### CABLE ADVISORY

|                                   |                                  |                  |
|-----------------------------------|----------------------------------|------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE | 42.11            |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE | 574.22           |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 56.84            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 20.86            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 29.55            |
|                                   |                                  | <b>\$ 723.58</b> |

### CITY CLERK

|                                   |                                  |                    |
|-----------------------------------|----------------------------------|--------------------|
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE | 995.31             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 56.84              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 21.66              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 30.10              |
|                                   |                                  | <b>\$ 1,103.91</b> |

### FINANCE/RISK MANAGEMENT

|                                   |                                  |                    |
|-----------------------------------|----------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE | 194.19             |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/20-08/19 COPIER EXPENSE  | 333.05             |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/21-08/20 COPIER EXPENSE  | 12.85              |
| HANEY SHOE STORE                  | SAFETY SHOES-B RIGGS             | 167.99             |
| HEATHER JENKINS                   | REIMB MILEAGE FOR CONFERENCE     | 296.25             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE | 842.19             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 303.54             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 75.01              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 127.57             |
|                                   |                                  | <b>\$ 2,352.64</b> |

### LIBRARY

|                                   |                                  |                    |
|-----------------------------------|----------------------------------|--------------------|
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/06/02-09/01 COPIER EXPENSE  | 478.89             |
| CENGAGE LEARNING, INC             | BOOKS                            | 109.60             |
| CENTURY LINK                      | 2026/08/11-09/10 MONTHLY SERVICE | 147.09             |
| INGRAM LIBRARY SERVICES LLC       | BOOKS                            | 1,552.54           |
| MIDWEST TAPE                      | DVD                              | 22.49              |
| SIRSI CORPORATION                 | SMS NOTIFICATIONS-100K MESSAGES  | 1,500.00           |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 303.54             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 79.23              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 103.81             |
|                                   |                                  | <b>\$ 4,297.19</b> |

# MINUTE RECORD

## CLAIMS FOR 2026/09/15 COUNCIL MEETING

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### ADMINISTRATIVE SERVICES/PERSONNEL

|                                   |                                                      |                    |
|-----------------------------------|------------------------------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE                     | 126.33             |
| CULLIGAN OF OMAHA                 | BOTTLED WATER                                        | 48.00              |
| INTEGRATED CARE, LLC              | DRUG SCREENINGS, PHYSICAL CAP PROFILE, ALCOHOL TESTS | 810.00             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE                     | 650.78             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/22-08/20 MONTHLY SERVICE                     | 342.31             |
| SIMPLIVERIFIED, LLC               | BACKGROUND CHECKS                                    | 538.55             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE                         | 227.36             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                                     | 74.67              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                                      | 102.28             |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES                           | 2,364.26           |
|                                   |                                                      | <b>\$ 5,284.54</b> |

### CODE ENFORCEMENT

|                                   |                                     |                    |
|-----------------------------------|-------------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE    | 210.55             |
| BREWER TREE SERVICE               | REMOVE TREE AT 606 NOB HILL TERRACE | 4,900.00           |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE    | 213.28             |
| TIM ROSE TREE SERVICE             | REMOVE FALLEN TREE-103 GREGG PL     | 298.00             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE        | 198.94             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                    | 62.36              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                     | 78.59              |
| UNIVERSITY OF NEBRASKA-LINCOLN    | DEAD TREE INSPECTIONS               | 100.00             |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES          | 984.97             |
|                                   |                                     | <b>\$ 7,046.69</b> |

### PUBLIC WORKS

|                                      |                                                       |                      |
|--------------------------------------|-------------------------------------------------------|----------------------|
| AT&T MOBILITY                        | 2026/07/22-08/21 MONTHLY SERVICE                      | 361.62               |
| CAPITAL BUSINESS SYSTEMS, INC        | 2026/07/22-08/21 COPIER EXPENSE                       | 102.38               |
| CHARLES VRANA & SONS CONSTRUCTION CO | BPW 240802-ENTERTAINMENT DIST-PHASE1 2026/07/19-08/22 | 582,822.79           |
| HDR ENGINEERING, INC                 | BPW 260508-AHP FLOODPLAIN PERMIT 2026/07/26-08/22     | 6,026.02             |
| JEO CONSULTING GROUP, INC            | BPW 250119-PW STRATEGIC PLANNING THRU 2026/08/14      | 3,138.75             |
| NEBRASKA IOWA SUPPLY COMPANY, INC    | FUEL FOR CITY TANKS                                   | 12,218.35            |
| OLSSON ASSOCIATES                    | BPW 240802-WATERPARK INFRASTRUCTURE 2026/07/12-08/08  | 38,316.58            |
| OMAHA PUBLIC POWER DISTRICT          | 2026/07/13-08/11 MONTHLY SERVICE                      | 358.16               |
| ONE CALL CONCEPTS                    | 2026/08/31M LOCATES                                   | 1,225.23             |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M DENTAL INSURANCE                          | 170.52               |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M LIFE                                      | 58.48                |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M LTD                                       | 89.60                |
| US BANK VOYAGER FLEET SYSTEMS        | 2026/07/31M FUEL PURCHASES                            | 291.67               |
|                                      |                                                       | <b>\$ 645,180.15</b> |

### PARKS

|                                            |                                                     |                     |
|--------------------------------------------|-----------------------------------------------------|---------------------|
| AMERICAN DISC GOLF DESIGN AND INSTALLATION | INSTALL 18 TEE SIGNS-ASPEN PARK                     | 775.00              |
| A-RELIEF SERVICES                          | 2026/08/20-09/16 PORTABLE RESTROOM-ASPEN PARK       | 199.00              |
| A-RELIEF SERVICES                          | 2026/07/27-08/23 PORTABLE RESTROOM-BICYCLE CLUB     | 103.00              |
| A-RELIEF SERVICES                          | 2026/07/27-08/23 PORTABLE RESTROOM-HAWORTH PARK     | 103.00              |
| A-RELIEF SERVICES                          | 2026/07/04-08/31 PORTABLE RESTROOMS-AHP             | 831.00              |
| ARTISTIC SIGN & DESIGN, INC                | BRASS PLAQUE FOR BENCH-WASHINGTON PARK              | 175.00              |
| AT&T MOBILITY                              | 2026/07/22-08/21 MONTHLY SERVICE                    | 83.65               |
| CAPITAL BUSINESS SYSTEMS, INC              | 2026/07/18-08/17 COPIER EXPENSE                     | 42.30               |
| HUGHES TREE SERVICE                        | MCCANN PARK - TREE REMOVAL 4 ELMS, VOLUNTEER TREES  | 6,450.00            |
| MARK BLACKBURN                             | REIMB CDL LICENSE                                   | 60.00               |
| NL & L CONCRETE INC                        | BPW 260201-EVERETT PK TRAIL IMPROVE THRU 2026/08/28 | 40,151.20           |
| UNITED OF OMAHA LIFE INSURANCE CO          | 2026/08/31M DENTAL INSURANCE                        | 369.46              |
| UNITED OF OMAHA LIFE INSURANCE CO          | 2026/08/31M LIFE                                    | 70.11               |
| UNITED OF OMAHA LIFE INSURANCE CO          | 2026/08/31M LTD                                     | 93.05               |
| US BANK VOYAGER FLEET SYSTEMS              | 2026/07/31M FUEL PURCHASES                          | 6,662.19            |
| XCEL GROUNDS MANAGEMENT                    | LANDSCAPE CLEANUP-CITY PARKS                        | 3,000.00            |
|                                            |                                                     | <b>\$ 59,167.96</b> |



# MINUTE RECORD

## CLAIMS FOR 2026/09/15 COUNCIL MEETING

PAGE 3

### RECREATION

|                                   |                                       |                    |
|-----------------------------------|---------------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE      | 115.44             |
| BRIGGERT ZARAZUA                  | REFUND DEPOSIT FOR REED CENTER RENTAL | 450.00             |
| MARIA AGUILERA                    | REFUND FOR REED CTR                   | 450.00             |
| SAVANNAH ROSS                     | REIMB SOCCER REGISTRATION             | 40.00              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE          | 56.84              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                      | 7.41               |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                       | 18.31              |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES            | 1,172.74           |
|                                   |                                       | <b>\$ 2,310.74</b> |

### FACILITY MAINTENANCE

|                                   |                                       |                     |
|-----------------------------------|---------------------------------------|---------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE      | 84.22               |
| CERRIS SYSTEMS NORTH CENTRAL, INC | CONDENSATE LEAK, COOLING TOWER ISSUES | 3,023.85            |
| CULLIGAN OF OMAHA                 | BOTTLED WATER 2026/08/13              | 17.00               |
| HD SUPPLY FACILITIES MAINTENANCE  | TP, GLOVES, TOWELS, PAPER CUPS        | 526.45              |
| HEARTLAND PNEUMATIC               | REPLACED DRYER FAN MOTOR-DIST 3       | 529.09              |
| JACKSON SERVICES, INC             | DOOR MAT SERVICE-CITY BUILDINGS       | 155.82              |
| KEN BROOKE ROOFING, INC           | ROOF REPAIR-SARPY CO MUSEUM           | 1,600.20            |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/10-08/10 MONTHLY SERVICE      | 33.93               |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/23-08/21 MONTHLY SERVICE      | 51.74               |
| SUN VALLEY LANDSCAPING            | PRAIRIE MAINTENANCE-WALL ST           | 1,150.00            |
| TRICO MECHANICAL SERVICES         | A/C SERVICE, THERMOSTAT, PAN TABS     | 1,432.16            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE          | 255.78              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                      | 72.28               |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                       | 90.71               |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES            | 1,287.03            |
|                                   |                                       | <b>\$ 10,310.26</b> |

### CEMETERY

|                                   |                                  |                  |
|-----------------------------------|----------------------------------|------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE | 42.11            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 85.26            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 23.48            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 28.74            |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES       | 406.87           |
|                                   |                                  | <b>\$ 586.46</b> |

### STREETS

|                                   |                                                          |                      |
|-----------------------------------|----------------------------------------------------------|----------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE                         | 235.29               |
| DANIEL DRISCOLL                   | REIMB FOR CDL RENEWAL                                    | 64.00                |
| DREFS TREE SERVICE                | CUT COTTONWOOD/CUT HANGING LIMBS-122 HILLSIDE DR         | 1,800.00             |
| DREFS TREE SERVICE                | CUT DOWN TREES IN CREEK-FT CROOK RD                      | 4,600.00             |
| HEIMES CORPORATION                | BPW 260110-COBBLESTONE LN CIR EMERGENCY REPAIR           | 138,744.00           |
| HEIMES CORPORATION                | BPW 260110-COBBLESTONE LN CIR DAMAGE REPAIR              | 33,482.26            |
| JACOBS ENGINEERING GROUP, INC     | BPW 240121-COLLEGE HTS STORMWATER 2026/06/27-07/24       | 8,971.04             |
| JACOBS ENGINEERING GROUP, INC     | BPW 250301-QUAIL CREEK REHAB 2026/06/27-07/24            | 9,136.14             |
| JACOBS ENGINEERING GROUP, INC     | BPW 240124-WHITTED CREEK 2026/06/27-07/24                | 16,010.64            |
| JEO CONSULTING GROUP, INC         | BPW 260401-25TH & OLIVE DRAINAGE THRU 2026/08/21         | 2,670.00             |
| KARNIK FARMS, LLC                 | BPW 240501-FORT CROOK ROAD RIGHT OF WAY TRACT A & B      | 200,000.00           |
| LOGAN CONTRACTORS SUPPLY          | SNAP HANDLE, THREADED HANDLE, SPRAYER                    | 485.51               |
| MARTIN MARIETTA MATERIALS         | CRUSHED ROCKS, CLASS 1/CLASS 2 RIP RAP                   | 13,915.24            |
| METRO FENCE                       | REPAIR DAMAGED FENCE                                     | 1,261.40             |
| NAVARRO LAWN & LANDSCAPE INC      | BPW 260102-2026 CONCRETE PKG #2 2026/07/27-08/29         | 141,590.12           |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/01-07/31 MONTHLY SERVICE                         | 191.81               |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE                         | 41.49                |
| OMNI ENGINEERING                  | ASPHALT                                                  | 124.84               |
| PLATTE RIVER CONCRETE CO          | CONCRETE                                                 | 20,021.76            |
| READY MIXED CONCRETE COMPANY      | CONCRETE                                                 | 8,133.89             |
| STANEK INDUSTRIES LLC             | BPW 260102-2026 CONCRETE PKG #1 2026/08/17-08/30         | 87,334.87            |
| SURVEYING AND MAPPING LLC         | BPW 260112-MS4 STORMSEWER SYSTEM MAPPING THRU 2026/07/25 | 28,840.00            |
| THE SCHEMMER ASSOCIATES           | BPW 260102-2026 CONCRETE PROJECTS 2026/06/30M            | 820.00               |
| THE SCHEMMER ASSOCIATES           | BPW 260102-2026 CONCRETE PROJECTS 2026/07/31M            | 8,277.96             |
| THE SCHEMMER ASSOCIATES           | BPW 240201 FONTENELLE HILLS & FOREST HILLS 2026/07/31M   | 11,685.00            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE                             | 852.60               |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                                         | 265.28               |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                                          | 324.84               |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES                               | 4,800.04             |
|                                   |                                                          | <b>\$ 744,680.02</b> |

# MINUTE RECORD

## CLAIMS FOR 2026/09/15 COUNCIL MEETING

PAGE 4

### FLEET MAINTENANCE

|                                   |                                                               |                     |
|-----------------------------------|---------------------------------------------------------------|---------------------|
| ARROW TOWING                      | TOW CHARGE-ST 252                                             | 300.00              |
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE                              | 115.21              |
| AUTOMOTIVE WAREHOUSE DIST, INC    | HYDRAULIC FITTINGS, BUSHINGS, HOSE FITTINGS, VELCRO           | 277.60              |
| BAUER BUILT TIRE & SERVICE        | TIRES, SERVICE CALL                                           | 1,872.97            |
| BAXTER FORD OF OMAHA              | EXPEDITION HEATER HOSES, COOLANT RESERVOIR HOSE               | 494.94              |
| CLAYS PUMP & EQUIPMENT CO         | SERVICE OVERHEAD REELS, DROPPED OFF CONTROL HANDLES           | 817.75              |
| CUMMINS SALES AND SERVICE         | CUT COUNTERBORES, SHIMS NEEDED, CYLINDER, CLEAN CYLINDER HEAD | 3,403.76            |
| DULTMEIER SALES LLC               | SKIRTED FLANGE GASKET                                         | 12.00               |
| HOSE & HANDLING, INC              | FEMALE FLARE, MALE PUSH-ON, HOSE                              | 38.63               |
| INLAND TRUCK PARTS CO             | QUICK RELEASE VALVE                                           | 26.66               |
| LOGAN CONTRACTORS SUPPLY          | OVERNIGHT HEATER CRAFTCO                                      | 596.23              |
| NAPA AUTO PARTS                   | SPARK PLUGS ASM, BULK BATTERY CABLES, FILTERS, LAMPS          | 641.37              |
| NORTH CENTRAL AMBULANCE SALES     | ELECTRIC BYPASS-MED 41                                        | 771.26              |
| ONEMONROE                         | NUTSERT TOOL KIT                                              | 110.89              |
| SERVICE EXPRESS CO, INC           | HOSE STOP                                                     | 29.68               |
| THERMO KING CHRISTENSEN           | ENGNE MOTOR STARTER-ST252                                     | 380.00              |
| TRUCK CENTER COMPANIES-OMAHA      | BRAKE SLACK ADJUSTERS                                         | 186.57              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE                                  | 511.56              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                                              | 164.62              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                                               | 208.17              |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES                                    | 1,156.80            |
| WALKERS UNIFORM RENTAL            | UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL                  | 388.24              |
|                                   |                                                               | <b>\$ 12,504.91</b> |

### PLANNING

|                                   |                                  |                  |
|-----------------------------------|----------------------------------|------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE | 42.11            |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/18-08/17 COPIER EXPENSE  | 62.86            |
| J P COOKE COMPANY                 | NAME PLATE-BURMEISTER            | 29.90            |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE | 323.97           |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 85.26            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 28.73            |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 42.70            |
|                                   |                                  | <b>\$ 615.53</b> |

### PERMITS & INSPECTIONS

|                                   |                                  |                    |
|-----------------------------------|----------------------------------|--------------------|
| AT&T MOBILITY                     | 2026/07/22-08/21 MONTHLY SERVICE | 510.06             |
| CAPITAL BUSINESS SYSTEMS, INC     | 2026/07/18-08/17 COPIER EXPENSE  | 134.46             |
| GEORGE TURNER                     | PRE-CONNECT DEPOSIT REFUND       | 500.00             |
| OMAHA PUBLIC POWER DISTRICT       | 2026/07/13-08/11 MONTHLY SERVICE | 432.85             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M DENTAL INSURANCE     | 255.78             |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LIFE                 | 89.03              |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/08/31M LTD                  | 116.67             |
| US BANK VOYAGER FLEET SYSTEMS     | 2026/07/31M FUEL PURCHASES       | 1,148.61           |
|                                   |                                  | <b>\$ 3,187.46</b> |

### POLICE

|                               |                                                   |            |
|-------------------------------|---------------------------------------------------|------------|
| AMAZON WEB SERVICES, INC      | 2026/08/31M WEB SERVICES                          | 1,414.63   |
| AT&T MOBILITY                 | 2026/07/22-08/21 MONTHLY SERVICE                  | 4,123.10   |
| AT&T MOBILITY-CC              | 2026/07/05-08/04 MONTHLY SERVICE                  | 5,599.15   |
| AUTO BODY AUTHORITY           | TOW CHARGE, REPAIR REAR BUMPER, UTV REPAIRS       | 1,305.07   |
| BROWNELLS                     | ARMORER SUPPLIES                                  | 625.75     |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/07/17-08/16 COPIER EXPENSE                   | 416.19     |
| DOLL CONSTRUCTION LLC         | BELLEVUE POLICE TRAINING FACILITY THRU 2026-07/31 | 281,691.42 |
| DOUBLE K FEED                 | DOG FOOD                                          | 2,196.45   |
| FEDERAL EXPRESS CORPORATION   | MAILING CHARGES                                   | 55.52      |
| GALL'S, LLC                   | UNIFORM ITEMS                                     | 279.95     |
| GENASYS, INC                  | 2026/08/01-07/31 GENASYS EVERTEL SOFTWARE         | 1,496.25   |
| GREAT PLAINS UNIFORMS         | UNIFORM PANTS-D MIRAGLIA                          | 197.98     |
| GT DISTRIBUTORS, INC          | FIREARMS                                          | 2,792.05   |
| HARRIS DECALS INC             | DECALS FOR UTV                                    | 23.31      |
| HOPE VALENTINE, LLC           | 2026/08/31M MENTAL HEALTH-6 HOURS                 | 900.00     |
| HOUSE OF CANS INC             | EPOXY LINED PAINT CAN                             | 126.99     |
| INFOSAFE SHREDDING            | ON-SITE SHREDDING                                 | 90.00      |

# MINUTE RECORD

## CLAIMS FOR 2026/09/15 COUNCIL MEETING

PAGE 5

### POLICE (CONT'D)

|                                         |                                                                           |                      |
|-----------------------------------------|---------------------------------------------------------------------------|----------------------|
| J P COOKE COMPANY                       | POCKET STAMPER-J MAGUIRE, J STUCK                                         | 103.80               |
| JACKSON SERVICES, INC                   | DOOR MAT SERVICE                                                          | 105.60               |
| JOE MILOS                               | REIMB IACP & DRE TRAINING EXPENSES                                        | 2,199.94             |
| JORDAN SPENCER                          | REIMB USPIS & OPERATION DESTINATION TRAINING EXPENSES                     | 736.00               |
| JOSHUA MARRS                            | REIMB NSCA TRAINING EXPENSES                                              | 576.99               |
| KELLI BROWN                             | REIMB PER DIEM FOR CRIMES AGAINST CHILDRENS CONFERENCE                    | 374.00               |
| LEXIPOL, LLC                            | 2026/10/01-2027/09/30 LEFTA ANNUAL IT SUPPORT                             | 3,743.89             |
| LEXIPOL, LLC                            | 2026/10/01-2027/09/30 LEXIPOL PERFORMANCE REPORTING                       | 15,540.00            |
| MATRIX BUSINESS SYSTEMS INC             | PRINTER DRUM                                                              | 184.00               |
| MATRIX BUSINESS SYSTEMS INC             | 2026/07/31-08/30 COPIER EXPENSE                                           | 159.38               |
| OMAHA PUBLIC POWER DISTRICT             | 2026/07/13-08/11 MONTHLY SERVICE                                          | 7,670.77             |
| OTTO                                    | COMMUNICATION HEADSET                                                     | 2,067.76             |
| POLICE OFFICERS ASSOCIATION OF NEBRASKA | POAN MEMBERSHIPS- RECRUITS                                                | 75.00                |
| PRIME SECURED, INC                      | 2026/09/16-2027/10/15 HOSTED SERVICES-VIDEO FEDERATION                    | 500.00               |
| SHARP IMAGE INC                         | WINDOW TINTING #618                                                       | 95.00                |
| SIOUX SALES COMPANY                     | FIREARMS WITH OPTICS                                                      | 2,235.00             |
| SPEARTAC SOLUTIONS, LLC                 | HANDHELD THERMAL IMAGING MONOCULAR, HOLSTERS, BELT KEEPERS, BADGE HOLDERS | 4,019.52             |
| TRI-TECH FORENSICS, INC                 | EVIDENCE TAGS, BAGS                                                       | 210.90               |
| ULINE                                   | EVIDENCE COLLECTION SUPPLIES                                              | 177.09               |
| UNITED OF OMAHA LIFE INSURANCE CO       | 2026/08/31M DENTAL INSURANCE                                              | 3,695.78             |
| UNITED OF OMAHA LIFE INSURANCE CO       | 2026/08/31M LIFE                                                          | 796.06               |
| UNITED OF OMAHA LIFE INSURANCE CO       | 2026/08/31M LTD                                                           | 2,004.05             |
| UNIVERSITY OF NEBRASKA MEDICAL CENTER   | TOXICOLOGY TESTING                                                        | 4,838.13             |
| US BANK VOYAGER FLEET SYSTEMS           | 2026/07/31M FUEL PURCHASES                                                | 21,306.08            |
| WESTLAKE ACE HARDWARE                   | CERAMIC DISC MAGNETS                                                      | 5.99                 |
| WESTON A SECRIST                        | REIMB PER DIEM FOR DRE TRAINING                                           | 884.00               |
|                                         |                                                                           | <b>\$ 377,638.54</b> |

### FIRE & RESCUE

|                                              |                                                    |                      |
|----------------------------------------------|----------------------------------------------------|----------------------|
| AT&T MOBILITY                                | 2026/07/22-08/21 MONTHLY SERVICE                   | 1,313.79             |
| BIG BLUE BOXES                               | BURNBOX CONTAINERS                                 | 9,960.00             |
| BOUND TREE MEDICAL, LLC                      | RING CUTTER, MCGRATH BATTERY, MEDICATION           | 820.28               |
| DANKO EMERGENCY EQUIPMENT                    | EIGHT (8) RED HELMETS                              | 401.32               |
| HD SUPPLY FACILITIES MAINTENANCE             | TOILET BOWL CLEANER, LYSOL                         | 332.80               |
| MACQUEEN EQUIPMENT, LLC                      | FIRE PUMPER TRUCK PURCHASE - VIN 4P1BAAFF8TA029890 | 879,450.00           |
| MARCO TECHNOLOGIES, LLC                      | 2026/08/27-09/26 COPIER EXPENSE                    | 120.55               |
| McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS LLC | CATHETER                                           | 142.26               |
| SYMBIOTE IT SOLUTIONS                        | COMPUTERS FOR IT, EXTENDED WARRANTIES              | 1,814.04             |
| TRANSNET, LLC                                | 2026/07/31-08/26 TRANSCRIPTION SERVICE             | 74.40                |
| UNITED OF OMAHA LIFE INSURANCE CO            | 2026/08/31M DENTAL INSURANCE                       | 2,785.16             |
| UNITED OF OMAHA LIFE INSURANCE CO            | 2026/08/31M LIFE                                   | 618.22               |
| UNITED OF OMAHA LIFE INSURANCE CO            | 2026/08/31M LTD                                    | 1,442.96             |
| US BANK VOYAGER FLEET SYSTEMS                | 2026/07/31M FUEL PURCHASES                         | 12,210.31            |
|                                              |                                                    | <b>\$ 911,486.09</b> |

### NON-DEPARTMENTAL/CONTRACTS

|                                 |                                                              |                      |
|---------------------------------|--------------------------------------------------------------|----------------------|
| CARASOFT TECHNOLOGY CORPORATION | 2026/11/01-2027/10/31 ENTERPRISE DUAL-CAMERA , PUBLIC SECTOR | 131,622.40           |
| HDR ENGINEERING, INC            | BPW 240501-PRAIRIE HILL DEV -INFRASTRUCTURE 2026/07/26-08/22 | 32,401.84            |
|                                 |                                                              | <b>\$ 164,024.24</b> |

### INFORMATION TECHNOLOGY

|                               |                                                           |                     |
|-------------------------------|-----------------------------------------------------------|---------------------|
| DELL MARKETING L.P.           | FOUR (4) COMPUTERS FOR IT                                 | 5,509.64            |
| SYMBIOTE IT SOLUTIONS         | COMPUTERS FOR IT, LAPTOP PROGRAMMING, EXTENDED WARRANTIES | 17,138.52           |
| US BANK VOYAGER FLEET SYSTEMS | 2026/07/31M FUEL PURCHASES                                | 392.37              |
|                               |                                                           | <b>\$ 23,040.53</b> |

MINUTE RECORD

CLAIMS FOR 2026/09/15 COUNCIL MEETING

|                                      |                                                            |                        |
|--------------------------------------|------------------------------------------------------------|------------------------|
| <b>SOLID WASTE</b>                   |                                                            |                        |
| CITY OF OMAHA                        | 2026/07/31M COMPOST DELIVERIES                             | 12,526.64              |
| PAPILLION SANITATION                 | 2026/07/21 GLASS RECYCLING                                 | 231.83                 |
| PAPILLION SANITATION                 | 2026/07/29-08/11 GLASS RECYCLING                           | 675.35                 |
| PAPILLION SANITATION                 | 2026/08/31M TRASH HAULING                                  | 387,291.73             |
|                                      |                                                            | <b>\$ 400,725.55</b>   |
| <b>WASTEWATER</b>                    |                                                            |                        |
| AT&T MOBILITY                        | 2026/07/22-08/21 MONTHLY SERVICE                           | 667.49                 |
| ARMOR EQUIPMENT                      | MICROGATOR BOTTOM BOLT, O-RING                             | 262.90                 |
| CAPITAL BUSINESS SYSTEMS, INC        | 2026/07/09-08/08 COPIER EXPENSE                            | 141.73                 |
| CENTURY LINK                         | 2026/08/13-09/12 MONTHLY SERVICE                           | 150.26                 |
| CENTURY LINK                         | 2026/08/22-09/21 MONTHLY SERVICE                           | 591.41                 |
| CHARLES MACHINE WORKS, INC           | CAMERA ASSY W/ TAIL                                        | 4,549.49               |
| CITY OF OMAHA                        | 2026/04/30M SEWER FEES                                     | 622,162.89             |
| COX BUSINESS SERVICES                | 2026/08/12-09/11 MONTHLY SERVICE                           | 208.00                 |
| COX BUSINESS SERVICES                | 2026/08/18-09/17 MONTHLY SERVICE                           | 91.99                  |
| ELLIOTT EQUIPMENT CO                 | 90 DEGREE TM SWIVEL                                        | 940.11                 |
| GRAINGER                             | WORK GLOVES, CONFINED SPACE FAN                            | 1,005.94               |
| HDR ENGINEERING, INC                 | BPW 240603-SCWWA CONNECTION EVAL 2026/07/26-08/22          | 7,982.13               |
| HDR ENGINEERING, INC                 | BPW 250114-LANDINGS LIFT STATION SERV 2026/07/26-08/22     | 389.83                 |
| HDR ENGINEERING, INC                 | BPW 181013-QUAIL CREEK LIFT STATION 2026/07/26-08/22       | 3,197.12               |
| HDR ENGINEERING, INC                 | BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/07/26-08/22 | 6,940.85               |
| HEIMES CORPORATION                   | BPW 181013-QUAIL CREEK LIFT STATION THRU 2026/08/20        | 289,717.33             |
| OMAHA PUBLIC POWER DISTRICT          | BPW 181013-QUAIL CREEK LIFT STATION TRANSFORMER            | 42,060.00              |
| PAT BARRETT                          | REIMB FOR CDL RENEWAL                                      | 64.00                  |
| PRECISE MRM LLC                      | 2026/07/31M FLAT DATA PLAN                                 | 253.00                 |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M DENTAL INSURANCE                               | 454.72                 |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M LIFE                                           | 131.33                 |
| UNITED OF OMAHA LIFE INSURANCE CO    | 2026/08/31M LTD                                            | 166.30                 |
| US BANK VOYAGER FLEET SYSTEMS        | 2026/07/31M FUEL PURCHASES                                 | 4,805.66               |
| VALLEY CORPORATION                   | BPW 240603 INTERCEPTOR SEWER & SCCWWA CONN THRU 2026/08/25 | 331,954.79             |
|                                      |                                                            | <b>\$ 1,318,889.27</b> |
| <b>MEDICAL SELF FUNDING</b>          |                                                            |                        |
| BLUE CROSS BLUE SHIELD OF NEBRASKA   | 2026/08/27 MEDICAL CLAIMS FOR 2026/08/19-08/25             | 123,346.51             |
| BLUE CROSS BLUE SHIELD OF NEBRASKA   | 2026/09/02 WEEKLY MEDICAL CLAIMS FOR 2026/08/26-08/31      | 56,476.67              |
|                                      |                                                            | <b>\$ 179,823.18</b>   |
| <b>BELLEVUE BAY INDOOR WATERPARK</b> |                                                            |                        |
| AMERICAN RESORT MANAGEMENT, LLC      | 2026/08/31M BELLEVUE BAY INDOOR WATERPARK-DESIGN SERVICES  | 12,500.00              |
| AMERICAN RESORT MANAGEMENT, LLC      | 2026/08/31M REIMB EXPENSES                                 | 282.63                 |
| AMERICAN RESORT MANAGEMENT, LLC      | BELLEVUE BAY WATERPARK MARKETING EXPENSES                  | 5,000.00               |
| ARCO MURRAY NATIONAL                 | APP 8-BELLEVUE BAY WATERPARK THRU 2026/08/31               | 4,251,068.15           |
| THIELE GEOTECH                       | BPW 240802-MATERIALS TESTING-WATERPARK 2026/07/27-08/23    | 8,739.50               |
|                                      |                                                            | <b>\$ 4,277,590.28</b> |
| <b>COMMUNITY BETTERMENT</b>          |                                                            |                        |
| OMAHA PUBLIC POWER DISTRICT          | 2026/07/27-08/26 MONTHLY SERVICE                           | 100.69                 |
|                                      |                                                            | <b>\$ 100.69</b>       |
| <b>FEDERAL FORFEITURES</b>           |                                                            |                        |
| VERIZON WIRELESS                     | 2026/08/22-09/21 MONTHLY SERVICE                           | 730.94                 |
|                                      |                                                            | <b>\$ 730.94</b>       |
| <b>TOTAL CLAIMS FOR 2026/09/15</b>   |                                                            | <b>\$ 9,155,998.79</b> |
| <b>TOTAL PAYROLL FOR 2026/08/28</b>  |                                                            | <b>\$ 1,969,189.48</b> |
| <b>MEDICAL SELF FUNDING</b>          |                                                            | <b>\$ 507,737.45</b>   |





8b.  
9/15/20226

1500 Wall Street  
Bellevue, Ne. 68005  
402.293.3022

## MEMORANDUM

**TO:** Council President McCaw & Council Members  
**FROM:** Mayor & Administration  
**DATE:** September 8, 2026  
**SUBJECT:** Appointment to the Inland Port Authority Board of Directors.

Please consider Diane Bruce of the Bellevue Chamber for appointment to the Inland Port Authority Board of Directors as Ms. Bruce meets the requirements to fill the current member vacancy.

Diane Bruce  
Bellevue Chamber of Commerce  
1036 Bruin Boulevard  
Bellevue, Nebraska 68005  
402-898-3000

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                          |                                               |                                               |  |
|------------------------------------------|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: September 15, 2026 |                                               | SUBMITTED BY: Budget Committee                |  |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

## SUBJECT:

Administration's 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:

Third reading of Ordinance No. 4224 and vote to adopt the 2026-2027 fiscal year budget

## ATTACHMENTS:

|                   |                                       |    |
|-------------------|---------------------------------------|----|
| 1. Ordinance 4224 | 2. 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 | <b>Total Personal and Real Property Tax Required</b> |

**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         |
| <b>Total Bonded Indebtedness</b> | <b>171,288,006.33</b> |

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](http://auditors.nebraska.gov)

Questions - E-Mail: [Jeff.Schreier@nebraska.gov](mailto: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<br>2024 - 2025<br>(Column 1)                       | Actual/Estimated<br>2025 - 2026<br>(Column 2) | Adopted Budget<br>2026 - 2027<br>(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                         | <b>Subtotal of Beginning Balances (Lines 1 thru 4)</b>                          | <b>35,638,171.66</b>                                      | <b>52,673,782.19</b>                          | <b>51,940,858.43</b>                        |
| 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                        | <b>Total Resources Available (Lines 5 thru 23)</b>                              | <b>181,579,528.82</b>                                     | <b>240,803,544.08</b>                         | <b>259,983,375.58</b>                       |
| 25                        | <b>Total Disbursements &amp; Transfers (Line 22, Pg 3, 4 &amp; 5)</b>           | <b>128,905,746.63</b>                                     | <b>188,862,685.65</b>                         | <b>215,042,517.15</b>                       |
| 26                        | <b>Balance Forward/Cash Reserve (Line 24 MINUS Line 25)</b>                     | <b>52,673,782.19</b>                                      | <b>51,940,858.43</b>                          | <b>44,940,858.43</b>                        |
| 27                        | Cash Reserve Percentage                                                         |                                                           |                                               | 39%                                         |
| <b>PROPERTY TAX RECAP</b> |                                                                                 | Tax from Line 6                                           |                                               | 40,017,063.89                               |
|                           |                                                                                 | County Treasurer Commission - 1% of Total Taxes Collected |                                               | 404,212.36                                  |
|                           |                                                                                 | <b>Total Property Tax Requirement</b>                     |                                               | <b>40,421,276.25</b>                        |



### City of Bellevue in Sarpy County

| <b>To Assist the County For Levy Setting Purposes</b>                                                                                                                                                                                                                                              |                  |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|
| 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.                                                                             |                  |                      |
| <b>Property Tax Request by Fund:</b>                                                                                                                                                                                                                                                               | 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         |                      |
| <b>Total Tax Request</b>                                                                                                                                                                                                                                                                           | 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<br>(levies are expressed per \$100 of taxable valuation)                                                                                                                                                                              |                  |                      |
| <b>Cash Reserve Funds</b>                                                                                                                                                                                                                                                                          |                  |                      |
| 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. |                  |                      |
| <b>Special Reserve Fund Name</b>                                                                                                                                                                                                                                                                   | <b>Amount</b>    |                      |
|                                                                                                                                                                                                                                                                                                    |                  |                      |
|                                                                                                                                                                                                                                                                                                    |                  |                      |
|                                                                                                                                                                                                                                                                                                    |                  |                      |
| Total Special Reserve Funds                                                                                                                                                                                                                                                                        | \$               | -                    |
| Total Cash Reserve                                                                                                                                                                                                                                                                                 | \$               | 44,940,858.43        |
| Remaining Cash Reserve                                                                                                                                                                                                                                                                             | \$               | 44,940,858.43        |
| Remaining Cash Reserve %                                                                                                                                                                                                                                                                           |                  | 39%                  |

| <b>Documentation of Transfers of Surplus Fees:</b>                                                                                  |                    |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| (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       | <b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b> | <b>86,100,329.46</b>   | <b>83,798,404.81</b>     | <b>4,111,726.28</b>      | <b>13,645,225.10</b> | <b>-</b>  | <b>1,207,000.00</b> | <b>188,862,685.65</b> |

(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       | <b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b> | <b>81,097,059.72</b>   | <b>28,316,467.76</b>     | <b>3,411,154.61</b>      | <b>14,874,064.54</b> | <b>-</b>  | <b>1,207,000.00</b> | <b>128,905,746.63</b> |

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(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             | Rusty Hike              | Rich Severson                        | Rich Severson              |
| TITLE /FIRM NAME | Chairperson (Mayor)     | Finance Director                     | Finance Director           |
| TELEPHONE        | (402) 293-3000          | (402) 293-3088                       | (402) 293-3088             |
| EMAIL ADDRESS    | rusty.hike@bellevue.net | rich.severson@bellevue.net           | rich.severson@bellevue.net |

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**

|                                                                                                                     |        |                      |
|---------------------------------------------------------------------------------------------------------------------|--------|----------------------|
| <b>2025-2026 Total Property Tax Request</b><br>(from prior year budget - Cover Page submitted to the State Auditor) | (1) \$ | <b>39,456,562.89</b> |
| 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)   | -                    |
| <b>TOTAL Prior Year Exceptions Utilized (total line 2 thru 10)</b>                                                  | (11)   | <b>600,000.00</b>    |
| <b>Preliminary Property Tax Request Authority (line 1 - line 11)</b>                                                | (12)   | <b>38,856,562.89</b> |

**Allowed Increases to Preliminary Property Tax Request Authority**

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

|                                                                                                                                                                                                                                                   |      |                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------|
| <b>2026-2027 Property Taxes Budgeted For:</b>                                                                                                                                                                                                     |      |                      |
| Approved Bonds                                                                                                                                                                                                                                    | (16) | -                    |
| (Cannot exceed property tax request for principal & interest on bonds on cover page (page 1))                                                                                                                                                     |      |                      |
| 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) | -                    |
| <b>Total Exceptions Utilized (Total lines 16 thru 24)</b>                                                                                                                                                                                         | (25) | <b>-</b>             |
| <b>2026-2027 Total Property Tax Request Authority (Total lines 12, 14, 15, 25)</b>                                                                                                                                                                | (26) | <b>41,153,098.29</b> |
| <b>2026-2027 ACTUAL Property Tax Request (from Cover Page - Page 1)</b>                                                                                                                                                                           | (27) | <b>40,421,276.25</b> |
| <b>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)</b>                                                                                        | (28) | <b>731,822.04</b>    |

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<br>(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<br>(cannot be less than zero)                        | (4) 3,045,978.81    |
| <b>Calculation of carryover limit:</b>                                                                                      |                     |
| 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<br>(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<br>(Column A)                                              | Date of<br>Emergency<br>Declaration<br>(Column B) | Emergency Declared by<br>Who?<br>(Column C) | Amount Used as<br>Exception<br>(Column D) |
|-------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------|-------------------------------------------|
|                                                                                     |                                                   |                                             | \$ -                                      |
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| <b>Total Emergency Response Exception (must agree to Computation Form, line 17)</b> |                                                   |                                             | -                                         |

**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<br>(Column A) | Amount Used as<br>Exception<br>(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<br>(Column 1)                                | Agreement Period<br>(Column 2) | Description<br>(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<br>(Column 1)                                                                                 | Agreement Period<br>(Column 2)                                                                                  | Description<br>(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<br>4-22-86 to 4-28-2011<br>Renewed<br>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<br>8-1-19 to 6-1-2022<br>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<br>(Column 1)                               | Agreement Period<br>(Column 2)                              | Description<br>(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<br>1-1-20 to 12-31-20<br>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                                                  |
|                                                                  |                                                             |                                                                                                                                         |
|                                                                  |                                                             |                                                                                                                                         |
|                                                                  |                                                             |                                                                                                                                         |

# City of Bellevue

## Sarpy County

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## 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**

**11a1.  
9/15/2026**

|                                                |                                           |                                               |  |
|------------------------------------------------|-------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: <b>September 1, 2026</b> |                                           | SUBMITTED BY: <b>Budget Committee</b>         |  |
| AGENDA ITEM:                                   | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>        | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

**SUBJECT:**

**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?: <b>No</b>                     | COUNTER-PARTY: <input type="text"/>              | INTERLOCAL AGREEMENT: <input type="text"/> |
| CONTRACT DESCRIPTION: <input type="text"/>         |                                                  |                                            |
| CONTRACT EFFECTIVE DATE: <input type="text"/>      | CONTRACT TERM: <input type="text"/>              | CONTRACT END DATE: <input type="text"/>    |
| PROJECT NAME: <input type="text"/>                 |                                                  |                                            |
| START DATE: <input type="text"/>                   | END DATE: <input type="text"/>                   | PAYMENT DATE: <input type="text"/>         |
| INSURANCE REQUIRED: <input type="text"/>           |                                                  |                                            |
| CIP PROJECT NAME: <input type="text"/>             | CIP PROJECT NUMBER: <input type="text"/>         |                                            |
| STREET DISTRICT NAME (S): <input type="text"/>     | STREET DISTRICT NUMBER (S): <input type="text"/> |                                            |
| ACCOUNTING DISTRIBUTION CODE: <input type="text"/> | ACCOUNT NUMBER: <input type="text"/>             |                                            |

**RECOMMENDATION:**

**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. <input type="text"/> | 2. <input type="text"/> | 3. <b>RESOLUTION NO. 2026-17</b> |
| 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 Signature]*  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_



**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                  | \$ 7,366,543.16 |
| 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**

**12a.  
9/15/2026**

|                                         |  |                                               |                                               |  |
|-----------------------------------------|--|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/01/2026        |  | SUBMITTED BY: Ashley Decker, HR Director      |                                               |  |
| AGENDA ITEM:                            |  | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> |  | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     |  | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

SUBJECT:

**Compensation Ordinance Update**

SYNOPSIS/BACKGROUND:

The compensation ordinance is 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:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                      |                                |                                                  |                                                       |  |
|------------------------------------------------------|--------------------------------|--------------------------------------------------|-------------------------------------------------------|--|
| IS THIS A CONTRACT?: <input type="text" value="NO"/> |                                | COUNTER-PARTY: <input type="text"/>              | INTERLOCAL AGREEMENT: <input type="text" value="NO"/> |  |
| CONTRACT DESCRIPTION: <input type="text"/>           |                                |                                                  |                                                       |  |
| CONTRACT EFFECTIVE DATE: <input type="text"/>        |                                | CONTRACT TERM: <input type="text"/>              | CONTRACT END DATE: <input type="text"/>               |  |
| PROJECT NAME: <input type="text"/>                   |                                |                                                  |                                                       |  |
| START DATE: <input type="text"/>                     | END DATE: <input type="text"/> | PAYMENT DATE: <input type="text"/>               | INSURANCE REQUIRED: <input type="text" value="NO"/>   |  |
| CIP PROJECT NAME: <input type="text"/>               |                                | CIP PROJECT NUMBER: <input type="text"/>         |                                                       |  |
| STREET DISTRICT NAME (S): <input type="text"/>       |                                | STREET DISTRICT NUMBER (S): <input type="text"/> |                                                       |  |
| ACCOUNTING DISTRIBUTION CODE: <input type="text"/>   |                                | ACCOUNT NUMBER: <input type="text"/>             |                                                       |  |

RECOMMENDATION:

**Approve Compensation Ordinance 4225**

ATTACHMENTS:

|                                  |                         |                         |
|----------------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4225 (redlined) | 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:

*Janet Willis*  
*Shirley Kean*

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                         | \$ <del>355 — 440</del> 370 - 458          |
| City Clerk                            | \$ <del>6,743 — 9,717</del> 7,012 - 10,106 |
| Treasurer                             | \$ <del>355 — 440</del> 370 - 458          |

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

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

|             |                                         |                                                                  |
|-------------|-----------------------------------------|------------------------------------------------------------------|
| Section 2b. | <u>Unclassified</u>                     | <u>Range (hourly)</u>                                            |
|             | CATV Specialist                         | \$ <del>26.29</del> <del>36.17</del> <u>27.34</u> – <u>37.62</u> |
|             | Executive Secretary                     | \$ <del>30.53</del> <del>43.91</del> <u>31.75</u> – <u>45.67</u> |
|             | Emergency Medical Services Supervisor   | \$ <del>49.48</del> <del>65.11</del> <u>51.46</u> – <u>67.71</u> |
|             | Human Resources Assistant               | \$ <del>25.19</del> <del>34.13</del> <u>26.20</u> – <u>35.50</u> |
|             | Paralegal                               | \$ <del>28.67</del> <del>39.03</del> <u>29.82</u> – <u>40.59</u> |
|             | Payroll Specialist                      | \$ <del>26.64</del> <del>36.76</del> <u>27.71</u> – <u>38.23</u> |
|             | Office of Professional Standards Coord. | \$ <del>29.78</del> <del>38.00</del> <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 | \$ <del>9,778</del> <del>12,743</del> <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>           |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <del>\$18.04</del> | <del>\$18.67</del> | <del>\$19.32</del> | <del>\$20.00</del> | <del>\$20.70</del> | <del>\$21.42</del> |
| 18.76              | 19.42              | 20.09              | 20.80              | 21.53              | 22.28              |

Unclassified Part-Time Positions

Range (hourly)

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

Section 8. That Ordinance ~~42004~~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

12b.  
9/15/2026

|                                         |                                               |                                               |  |
|-----------------------------------------|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE:                   |                                               | SUBMITTED BY: Rich Casey                      |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

SUBJECT:

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: <input type="text"/>              | INTERLOCAL AGREEMENT: <input type="text"/> |
| CONTRACT DESCRIPTION: <input type="text"/>         |                                                  |                                            |
| CONTRACT EFFECTIVE DATE: <input type="text"/>      | CONTRACT TERM: <input type="text"/>              | CONTRACT END DATE: <input type="text"/>    |
| PROJECT NAME: <input type="text"/>                 |                                                  |                                            |
| START DATE: <input type="text"/>                   | END DATE: <input type="text"/>                   | PAYMENT DATE: <input type="text"/>         |
| CIP PROJECT NAME: <input type="text"/>             |                                                  | INSURANCE REQUIRED: <input type="text"/>   |
| CIP PROJECT NUMBER: <input type="text"/>           |                                                  |                                            |
| STREET DISTRICT NAME (S): <input type="text"/>     | STREET DISTRICT NUMBER (S): <input type="text"/> |                                            |
| ACCOUNTING DISTRIBUTION CODE: <input type="text"/> | ACCOUNT NUMBER: <input type="text"/>             |                                            |

RECOMMENDATION:

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

ATTACHMENTS:

- |                                      |                               |                         |
|--------------------------------------|-------------------------------|-------------------------|
| 1. <u>Ord. No 4226 - Rec'd 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 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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12c.  
9/15/2026

|                                         |                                               |                                               |  |
|-----------------------------------------|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: Sept. 1, 2026     |                                               | SUBMITTED BY: Library Director                |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

SUBJECT:

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:

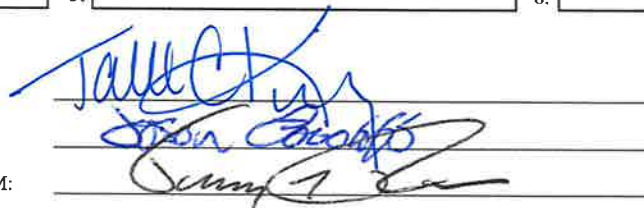
|                              |                           |    |
|------------------------------|---------------------------|----|
| 1. ordinance #4229 Red-lined | 2. ordinance # 4229 Clean | 3. |
| 4.                           | 5.                        | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
9/15/2026

|                                          |                                               |                                               |  |
|------------------------------------------|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: September 15, 2026 |                                               | SUBMITTED BY: Tammi Palm, Planning Director   |  |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Request to amend Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district as a permitted use. Applicant: POET Biocarbon.

SYNOPSIS/BACKGROUND:

POET Biocarbon is requesting an amendment to Sections 2.19 and 5.28, zoning ordinance, to add a definition of "pipeline transfer facility" and to allow non-public entities to access and transfer commodities through an existing pipeline within the MH zoning district. The ordinance currently allows for public utility main transmission lines including substations, distribution centers, regulator and pumping stations, storage, equipment buildings, etc.; however, it does not address private companies. POET desires to transport CO2 utilizing the existing Tallgrass pipeline.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                               |                |                             |                     |
|-------------------------------|----------------|-----------------------------|---------------------|
| IS THIS A CONTRACT?:          | COUNTER-PARTY: | INTERLOCAL AGREEMENT:       |                     |
| CONTRACT DESCRIPTION:         |                |                             |                     |
| CONTRACT EFFECTIVE DATE:      | CONTRACT TERM: | CONTRACT END DATE:          |                     |
| PROJECT NAME: N/A             |                |                             |                     |
| 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:

Both the Planning Department and Planning Commission are recommending approval of the amendment as presented.

ATTACHMENTS:

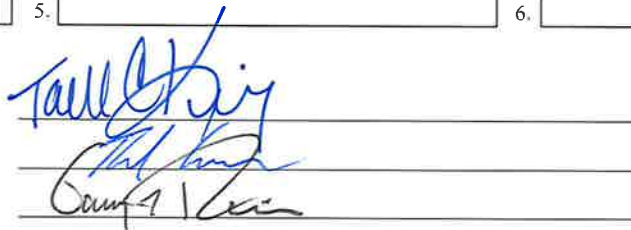
|                      |               |                |
|----------------------|---------------|----------------|
| 1. PC Recommendation | 2. Staff Memo | 3. Ord No 4230 |
| 4.                   | 5.            | 6.             |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## ORDINANCE NO.4230

**A**N ORDINANCE TO AMEND SECTIONS 2.19 and 5.28, ORDINANCE NO. 4146, BELLEVUE ZONING ORDINANCE, RELATING TO DEFINITIONS AND PERMITTED USES IN THE MH HEAVY MANUFACTURING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**S**ection 1. That Section 2.19, "P," of Ordinance No. 4146 is hereby amended to read as follows:

### **Section 2.19 P**

**PAINTBALL** shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

**PAINTBALL COURSE, COMMERCIAL** shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit-by-visit basis that allows individuals to participate in paintball activities.

**PAR-3 GOLF COURSE** shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.

**PARCEL** shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

**PARK** shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

**PARKING AREA, PRIVATE** shall mean an area, other than a street, used for the parking of automotive vehicles capable of moving under their own power and restricted from general public use.

**PARKING AREA, PUBLIC** shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

**PARKING SPACE, AUTOMOBILE** shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than 9 feet by 20 feet, plus such additional area as is necessary to afford adequate ingress and egress.

**PARKWAY** shall mean an arterial or collector roadway with full or partial control of access and located within a park or ribbon of park like development.

**PERFORMANCE GUARANTEE** shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

**PERMANENT FOUNDATION** shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

**PERMANENTLY ATTACHED** shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

**PERMITTED USE** shall mean any land use allowed without condition within a zoning district.

**PERSON** shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district

or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

**PET HEALTH SERVICE** (See “Animal Hospital”)

**PET SHOP** shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

**PIPELINE TRANSFER FACILITY** shall mean a facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

**PLANNED UNIT DEVELOPMENT** shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

**PLANNING COMMISSION** shall mean the Planning Commission of Bellevue, Nebraska.

**PLANNING DIRECTOR** shall mean the person authorized and empowered by the City to interpret, administer, and enforce the requirements of this Ordinance.

**PLANT MATERIALS** shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

**PLAT** shall mean a map showing the location, boundaries, and legal description of individual properties.

**POLICY** shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

**PORTABLE OUTDOOR STORAGE** shall mean storage which does not take place within a building and typically includes the use of land/sea containers which are normally stored in the open and used for shipping purposes on large cargo ships, freight trains, and/or semi-trailer trucks.

**POSTAL STATION** shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

**POULTRY** shall mean domestic fowl, chickens, ducks, geese, and similar fowl, but specifically excluding turkeys and guinea fowl.

**PRESCHOOL** shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

**PREMISES** shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

**PRIMARY ZONE** shall mean a zoning classification which can stand alone as a classification of a parcel of property.

**PRINCIPAL PERMITTED USE** shall mean that use of a zoning lot which is among the uses allowed as a matter of right under the zoning classification.

**PROHIBITED USE** shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

**PROMOTIONAL DEVICE** shall mean any sign intended to be displayed either with or without a frame, with or without characters, letters, illustrations, or other material, on a fabric of any kind. National flags, flags of political subdivisions, or symbolic flags of any institutions or business shall be considered a promotional device for the purpose of this definition. Banners, pennants, inflatable characters, streamers, or fringe-type ribbons or piping shall be considered as a promotional device.

**PROPORTION** shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.



**PROTECTED ZONE** shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of the Zoning Regulation.

**PUBLIC FACILITY** shall mean any building, location, or structure, owned by a public entity such as a library, fire station, school, park, and other similar facilities and uses.

**PUBLIC SERVICES/USE** shall mean a specified activity or area that either through actual public ownership or through dedication of easements allows the general public access and use.

**PUBLIC UTILITY** shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

**PUBLIC WATER SUPPLY** shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least 15 service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

**S**ection 2. That Section 5.28 of Ordinance No. 4146 is hereby amended to read as follows:

#### **Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent:** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

#### **5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.



25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Pipeline Transfer Facility
31. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
32. Printing services when mechanical operation is not visible from a street.
33. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
34. Radio and television stations, except transmission towers over 35 feet high.
35. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
36. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods provided storage is inside building.
44. Yards for the sale, transfer, and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

#### 5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 (*Ord. No. 4055, Oct 5, 2021*)

3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating, and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*).
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
 

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*) (*Ord. No. 4216, June 2, 2026*)
11. Special and vocational educational and training facilities.
12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
13. The bulk storage of flammable or noxious gasses above or below ground.

#### **5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels, and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

#### **5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

#### **5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.

- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9
- 5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
- 8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 3. That Sections 2.19 and 5.28 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

**A**DOPTEd by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 195

CITY COUNCIL HEARING DATE: October 6, 2026

REQUEST: to amend Sections 2.19 and 5.28, Zoning Ordinance, to add a definition of "pipeline transfer facility," and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district. Applicant: POET Biocarbon.

On August 27, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

**APPROVAL** of amendment as presented.

VOTE:

| Yes: | Eight:       | No: | Zero: | Abstain: | Zero: | Absent: | One:      |
|------|--------------|-----|-------|----------|-------|---------|-----------|
|      | Herall       |     |       |          |       |         | Lasenburg |
|      | Burmeister   |     |       |          |       |         |           |
|      | Aerni        |     |       |          |       |         |           |
|      | Bennett      |     |       |          |       |         |           |
|      | Taylor-Jones |     |       |          |       |         |           |
|      | Hankins      |     |       |          |       |         |           |
|      | Yoder        |     |       |          |       |         |           |
|      | Ackley       |     |       |          |       |         |           |

Planning Commission Hearing was held on: August 27, 2026



We Influence The World!

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

## MEMORANDUM

TO: City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
FROM: Tammi Palm, Planning Director  
DATE: September 8, 2026  
RE: Text Amendment to Sections 2.19 and 5.28, Zoning Ordinance

Dillon Oakes on behalf of POET Biocarbon T, LLC, has requested an amendment to Sections 2.19 and 5.28, City of Bellevue Zoning Ordinance, to add a definition of “pipeline transfer facility” and to allow non-public entities to access and transfer commodities through existing infrastructure within the MH zoning district as a permitted use.

POET desires to utilize existing pipeline infrastructure for the purpose of transferring commodities. Currently, the MH zoning district allows for public utility main transmission lines to include substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses; however, it does not allow the same for private companies.

In Mr. Oakes’ initial application, he provided a definition of “pumping station shall mean a facility tied into a pipeline in order to push a commodity through the transmission pipeline.”

Staff researched similar regulations throughout our jurisdiction as well as regionally. Although there are many statewide environmental regulations, staff found limited local jurisdictional regulations. Dakota County, Nebraska is one of the few examples we found in the area with language defining and regulating this type of use. After completing this research, staff reached out to Mr. Oakes and suggested some revisions to the language he originally presented.

In working together, the applicant and staff are proposing the following definition:

**Pipeline Transfer Facility.** A facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

As such, staff is recommending the following amendments:



## **Section 2.19 P**

**PAINTBALL** shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

**PAINTBALL COURSE, COMMERCIAL** shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit-by-visit basis that allows individuals to participate in paintball activities.

**PAR-3 GOLF COURSE** shall mean a golf course other than a miniature golf course and other than a golf course defined herein and having greens similar to a golf course and fairways of not less than 50 yards in length. A par-3 golf course may not be lighted unless so specified as permitted in the text of this ordinance.

**PARCEL** shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

**PARK** shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

**PARKING AREA, PRIVATE** shall mean an area, other than a street, used for the parking of automotive vehicles capable of moving under their own power and restricted from general public use.

**PARKING AREA, PUBLIC** shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

**PARKING SPACE, AUTOMOBILE** shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having a dimension not less than 9 feet by 20 feet, plus such additional area as is necessary to afford adequate ingress and egress.

**PARKWAY** shall mean an arterial or collector roadway with full or partial control of access and located within a park or ribbon of park like development.

**PERFORMANCE GUARANTEE** shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

**PERMANENT FOUNDATION** shall mean a base constructed from either poured concrete or laid masonry rock or brick and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

**PERMANENTLY ATTACHED** shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

**PERMITTED USE** shall mean any land use allowed without condition within a zoning district.

**PERSON** shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district

or any other group or combination acting as an entity, except that it shall not include Bellevue, Nebraska.

**PET HEALTH SERVICE** (See “Animal Hospital”)

**PET SHOP** shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

**PIPELINE TRANSFER FACILITY** shall mean a facility operated in conjunction with an existing pipeline system where commodities transported by pipeline are received, metered, compressed, regulated, stored in storage tanks or other above-ground storage facilities, or transferred to or from pipelines, trucks, or other transportation vehicles for shipment.

**PLANNED UNIT DEVELOPMENT** shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

**PLANNING COMMISSION** shall mean the Planning Commission of Bellevue, Nebraska.

**PLANNING DIRECTOR** shall mean the person authorized and empowered by the City to interpret, administer, and enforce the requirements of this Ordinance.

**PLANT MATERIALS** shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

**PLAT** shall mean a map showing the location, boundaries, and legal description of individual properties.

**POLICY** shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

**PORTABLE OUTDOOR STORAGE** shall mean storage which does not take place within a building and typically includes the use of land/sea containers which are normally stored in the open and used for shipping purposes on large cargo ships, freight trains, and/or semi-trailer trucks.

**POSTAL STATION** shall mean a commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

**POULTRY** shall mean domestic fowl, chickens, ducks, geese, and similar fowl, but specifically excluding turkeys and guinea fowl.

**PRESCHOOL** shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

**PREMISES** shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

**PRIMARY ZONE** shall mean a zoning classification which can stand alone as a classification of a parcel of property.

**PRINCIPAL PERMITTED USE** shall mean that use of a zoning lot which is among the uses allowed as a matter of right under the zoning classification.

**PROHIBITED USE** shall mean any use of land, other than non-conforming, which is not listed as a permitted use or conditional use within a zoning district.

**PROMOTIONAL DEVICE** shall mean any sign intended to be displayed either with or without a frame, with or without characters, letters, illustrations, or other material, on a fabric of any kind. National flags, flags of political subdivisions, or symbolic flags of any institutions or business shall be considered a promotional device for the purpose of this definition. Banners, pennants, inflatable characters, streamers, or fringe-type ribbons or piping shall be considered as a promotional device.

**PROPORTION** shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

**PROTECTED ZONE** shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of the Zoning Regulation.

**PUBLIC FACILITY** shall mean any building, location, or structure, owned by a public entity such as a library, fire station, school, park, and other similar facilities and uses.

**PUBLIC SERVICES/USE** shall mean a specified activity or area that either through actual public ownership or through dedication of easements allows the general public access and use.

**PUBLIC UTILITY** shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

**PUBLIC WATER SUPPLY** shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least 15 service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

## **Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

### **5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.

3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dying plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Pipeline Transfer Facility
31. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.

- B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 32. Printing services when mechanical operation is not visible from a street.
  - 33. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 34. Radio and television stations, except transmission towers over 35 feet high.
  - 35. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 36. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
  - 37. Stone and monument work.
  - 38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  - 39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  - 40. Truck wash.
  - 41. Trucking terminals containing in excess of four loading or transfer bays.
  - 42. Veterinary Services, including livestock.
  - 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
  - 44. Yards for the sale, transfer, and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

**5.28.02 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07 (*Ord. No. 4055, Oct 5, 2021*)
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating, and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.



6. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*).
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
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  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:  
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.  
 Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)  
 (*Ord. No. 4216, June 2, 2026*)
11. Special and vocational educational and training facilities.
12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
13. The bulk storage of flammable or noxious gasses above or below ground.

#### **5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.

- F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends APPROVAL of the amendment as presented

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented



To: Bellevue City Council  
Cc: Poet Industries  
From: Harrison Johnson  
Date: September 8, 2026  
Subject: Letter of Support Text Amendment

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Industrial development provides primary jobs for a community and is generally considered a necessary economic element for municipal expansion and sustainability. Primary jobs are defined as employment in an industry where the goods or services produced are consumed primarily outside of geographic economic area of activity. For instance, Kellogg's produces cereals at their facility that are consumed world wide, as opposed to just consumers in the Omaha-metro. The employees, and their wages they earn, are thus provided by sales from all the places that purchase Kellogg's products around the globe bring outside dollars in.

In line with that industrial development is best anchored when complimenting existing community assets like access to labor, and transportation to market. The City of Bellevue is blessed in this respect. We have access to major motor vehicle transportation corridors, rail freight transportation, a vibrant workforce, and quality of life amenities. We also have ethanol production as a significant cornerstone of our state's industry, and industrial use byproduct mitigation is becoming a major sector. Tall Grass is one such example of Carbon Dioxide (CO<sub>2</sub>) transportation and use with their investment in a major transmission line in Nebraska. Bellevue is perfectly positioned to support this industry in exchange of jobs and other development.

To that end, POET has become one of the first users of this pipeline by contracting with Tall Grass for CO<sub>2</sub> sequestration, a critical component of ethanol manufacturing. The City is benefited by responsible legislation proposed by POET in this amendment and their investment will bring jobs, economic activity, and expanded opportunities for future industrial growth.

The City of Bellevue's administration firmly supports this amendment and the proposed project by POET.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
9/15/2026

|                                          |                                               |                                                      |  |
|------------------------------------------|-----------------------------------------------|------------------------------------------------------|--|
| COUNCIL MEETING DATE: September 15, 2026 |                                               | SUBMITTED BY: Harrison Johnson, Economic Development |  |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/>        |  |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>              |  |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                       |  |

SUBJECT:

Issuance of Bonds not to exceed \$50,000,000 for the Continued Construction of the Bellevue City Water Park

SYNOPSIS/BACKGROUND:

The City of Bellevue intends to issue bonds for the continued construction of the Bellevue City Water Park, a recreation facility that will be owned by the City. Payments on the bonds will take place over a period of up to 25 years. While the sales tax revenue will back the bond issuance, the City anticipates that occupation taxes and sales revenue from the Water Park itself will fund the bonding costs.

The City Council previously passed and approved Ordinance No 4150 on February 6, 2024, to authorize issuance of bonds in the principal amount of \$60,000,000. This action is needed to continue/finish the construction of the waterpark. There have been several changes to the waterpark model, including the addition of Mattel to enhance its marketability. There were also cost increases since the inception of the idea in 2020. The overall business plan remains solvent.

FISCAL IMPACT:: \$50,000,000 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:

Approve Ordinance No. 4231 to permit issuance of up to \$50,000,000.00 in bonds, waive the three readings and open the public hearing today.

ATTACHMENTS:

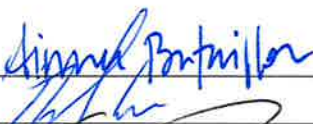
|              |    |    |
|--------------|----|----|
| 1. Ordinance | 2. | 3. |
| 4.           | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


## ORDINANCE NO. 4231

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED MUNICIPAL IMPROVEMENT BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$50,000,000 IN ONE OR MORE SERIES FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO BE OWNED BY THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED FROM A SALES AND USE TAX AND PROPERTY TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AUTHORIZING A POLICY OF BOND INSURANCE; DELEGATING CERTAIN AUTHORITY TO OFFICERS OF THE CITY; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

Section 1. The Mayor and City Council (the "Council") of the City of Bellevue, Nebraska (the "City"), hereby find and determine that:

- (a) Pursuant to Ordinance No. 2643, the City imposes a sales and use tax in the amount of 1.50% upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended, the "Act"), which sales and use tax may be used by the City for any municipal purpose (the "Pledged Sales Tax").
- (b) The City is authorized to issue bonds pursuant to the Act for any municipal purpose, including payment of the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which may include swimming pool and water park facilities, (together, the "Project") and to pledge receipts of the Pledged Sales Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds.
- (c) All conditions, acts and things required to exist or to be done precedent to the issuance of tax supported municipal improvement bonds or tax supported municipal bond anticipation notes (or such other title as determined in a Designation as described below, the "Bonds") of the City of Bellevue, Nebraska, in one or more series in the aggregate stated principal amount of not to exceed Fifty Million Dollars (\$50,000,000) pursuant to the Act to provide financing for a portion of the cost of the Project do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Bonds in one or more series, in the aggregate stated principal amount of not to exceed \$50,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.



(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator and Finance Director (each, an “**Authorized Officer**”) are each individually hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.90% of the aggregate stated principal amount thereof; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$50,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount; (iv) the final maturity date, which shall not be later than the third anniversary of the date of original issue of each series, provided that any or all portions of the maturity schedules may be structured such that the amortization period and future repayment schedule (after refinancing) is longer than the initial term of the financing (commonly referred to as a balloon payment); (v) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds; (vi) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 6.00%; (vii) the principal payment dates and interest payment dates; (viii) the prepayment provisions, including whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (x) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity; (xi) whether one or more series, and certain maturities, of the Bonds (such bonds referred to herein as the “**Insured Bonds**”) is to be insured by a bond insurance provider (the “**Bond Insurer**”) as determined pursuant to Section 16 of this Ordinance and the terms and provisions related to the Bonds and any such bond insurance policy; (xii) whether interest

on each series of Bonds shall be taxable or tax-exempt and the appropriate covenants and restrictions for the Bonds applicable to such determination; and (xiii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable on such dates as determined in the Designation, each an "Interest Payment Date", and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and

Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. UMB Bank, N.A., West Des Moines, Iowa, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a different bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. Such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement between the City and said Paying Agent and Registrar. The Authorized Officers are hereby authorized to execute said agreement on behalf of the City in the form and with such content as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered.

The Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the date determined in the Designation at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City

designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in Bellevue, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:



UNITED STATES OF AMERICA

STATE OF NEBRASKA  
COUNTY OF SARPY

CITY OF BELLEVUE, NEBRASKA  
TAX SUPPORTED MUNICIPAL IMPROVEMENT BOND, SERIES 20\_\_

No. R-\_\_ \$\_\_

Interest Rate  
%

Maturity Date  
\_\_\_\_\_, 20\_\_

Date of Original Issue  
\_\_\_\_\_, 20\_\_

CUSIP

Registered Owner: Cede & Co.  
13-2555119

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Bellevue, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on \_\_\_\_\_, 20\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ of each year (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond is payable upon presentation and surrender of the bond at the office of UMB Bank, N.A., West Des Moines, Iowa, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure improvements of the City as more fully described in Ordinance No. \_\_\_\_ (the "Ordinance") legally passed and approved by the Mayor and City Council of said City on \_\_\_\_\_, 2026. The issuance of this bond and the bonds of this issue has been authorized by proceedings duly had and the Ordinance.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after \_\_\_\_\_, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

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

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of Bellevue, Nebraska, has pledged funds received and to be received from revenues from the City's Pledged Sales Tax as defined and described in the Ordinance, with receipts from such Pledged Sales Tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, R.R.S. Neb., as amended, in such amount as will provide funds which, together with receipts from the Pledged Sales Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of Bellevue, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF BELLEVUE, NEBRASKA

(facsimile signature)  
Mayor

ATTEST:

(facsimile signature)  
City Clerk

(SEAL)

#### **CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of Bellevue, Nebraska, described in the foregoing bond.

UMB BANK, N.A., WEST DES MOINES, IOWA  
as Paying Agent and Registrar

By: \_\_\_\_\_  
Authorized Signature

## ASSIGNMENT

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

---

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  

---

agent to transfer the within Bond on the Bond Register kept by the  
Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: 

---

---

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

Medallion Signature Guarantee:

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

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

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

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

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



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

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

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to

the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb., as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including reimbursement of prior expenditures and payment of issuance expenses for the Bonds. Pending such application the City Treasurer shall hold such proceeds.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the Pledged Sales Tax, as defined and described in Section 1 of this Ordinance. The City hereby pledges the Pledged Sales Tax to the payment of the principal of and interest on the Bonds. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, R.R.S. Neb., as amended) as is necessary to provide funds which, together with receipts from the Pledged Sales Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the Pledged Sales Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Pledged Sales Tax in any year for any other purpose permitted by law. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Pledged Sales Tax, and to further encumber its property tax levy authority from time to time.

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

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this

ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The Authorized Officers are each hereby authorized to designate each series or subseries of bonds as bearing interest which is exempt (as to taxpayers generally) from Federal income tax on the Bonds (bonds which are part of each such series or subseries are herein referred to as **“Tax-Exempt Bonds”**). The City hereby covenants with the purchasers and holders of any Bonds issued hereunder as Tax-Exempt Bonds that it will make no use of the proceeds of Tax-Exempt Bonds, including monies held in any sinking fund for the payment of principal and interest on such Tax-Exempt Bonds, which would cause the Tax-Exempt Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the **“Code”**), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder with respect to the Tax-Exempt Bonds throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Tax-Exempt Bonds.

Section 15. The City’s obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the

United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as “U.S. Government Obligations”) in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The Authorized Officers are authorized to obtain an insurance policy (the “**Bond Insurance Policy**”) issued by a Bond Insurer determined appropriate by an Authorized Officer guaranteeing the scheduled payment of the principal of and interest on the Insured Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with a Bond Insurer regarding a Bond Insurance Policy shall govern with respect to the applicable Insured Bonds.

Section 17. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.



Section 18. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs each Authorized Officer the right, power and authority to exercise his or her own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor, an Authorized Officer, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

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

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

Section 20. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

THE CITY OF BELLEVUE, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*13c.  
9/15/2026

|                                         |                                               |                                               |  |
|-----------------------------------------|-----------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09.15.2026        |                                               | SUBMITTED BY: Administration                  |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Amend Chapter 21 regarding the City Museum.

SYNOPSIS/BACKGROUND:

The composition of the Museum Board is suggested to be five versus nine due to current new stages of formation. As the Museum grows in future years the composition may be changed to include up to nine.

FISCAL IMPACT:: None. BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

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: N/A             |                             |                       |
| 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:

Approve Ordinance No. 4232 and authorize the Mayor to sign. Request to waive the three readings, hold a public hearing and vote at meeting held on 09.15.2026.

ATTACHMENTS:

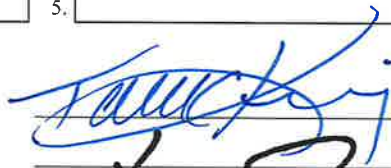
- |                                        |                                   |    |
|----------------------------------------|-----------------------------------|----|
| 1. Ordinance No. 4232 - Red-Lined Copy | 2. Ordinance No. 4232- Clean Copy | 3. |
| 4.                                     | 5.                                | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


ORDINANCE NO. 4232

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE III SECTIONS 21-39 to 21-41 REGARDING THE MUSEUM 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 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

**§ 21-39 MUSEUM BOARD—COMPOSITION; APPOINTMENT; TERM OF OFFICE; COMPENSATION; FILLING VACANCIES IN OFFICE.**

The Mayor, with the approval of the City Council, shall appoint a museum Board of ~~eight~~ **five (5) members.**, ~~to be chosen from the citizens at large.~~ **The Two members shall be chosen from City of Bellevue current staff and three members shall be chosen from the citizens at large.** The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. ~~The terms of office for members of the Board shall be staggered and be for terms of four years, with two members being appointed each year for a four year term.~~ The members of the museum board first appointed shall hold office, the first for a term of one year, the second for a term of two years, the third for a term of three years, the fourth for a term of four years and the fifth for a term of five years from the first day of July following their appointment. **As their terms expire, one member shall be chosen annually thereafter for a term of five years.** In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

**Section 2.** That Chapter 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

**§ 21-40 MUSEUM BOARD—OFFICERS; QUORUM; POWERS.**

The museum Board shall, at their first regular meeting in ~~August~~ **October** of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum **for the transaction of business.** The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the Mayor and City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. **The museum board shall have power to employ the Museum Director any and all personnel necessary for the operation of the museum and to fix their salaries.**

~~In addition, the museum director and~~ The museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditures shall be approved by the Mayor and City Council.

**Section 3.** That Chapter 21, Article 3, Section 21-41 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-41 ~~MUSEUM DIRECTOR. RESERVED.~~**

~~The museum director shall be appointed by the Mayor with the approval of the City Council. Compensation for the museum director shall be approved by the Mayor and City Council and included in the City's annual salary schedule approved as part of the City's annual municipal budget.~~

**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. 4238

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING ARTICLE III SECTIONS 21-39 to 21-41 REGARDING THE MUSEUM 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 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

**§ 21-39 MUSEUM BOARD—COMPOSITION; APPOINTMENT; TERM OF OFFICE; COMPENSATION; FILLING VACANCIES IN OFFICE.**

The Mayor, with the approval of the City Council, shall appoint a museum Board of five (5) members. The Two members shall be chosen from City of Bellevue current staff and three members shall be chosen from the citizens at large. The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. The members of the museum board first appointed shall hold office, the first for a term of one year, the second for a term of two years, the third for a term of three years, the fourth for a term of four years and the fifth for a term of five years from the first day of July following their appointment. As their terms expire, one member shall be chosen annually thereafter for a term of five years. In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

**Section 2.** That Chapter 21, Article 3, Sections 21-39 of the Bellevue Municipal Code is hereby amended to read as follows:

**§ 21-40 MUSEUM BOARD—OFFICERS; QUORUM; POWERS.**

The museum Board shall, at their first regular meeting in October of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum for the transaction of business. The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the Mayor and City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. The museum board shall have power to employ the Museum Director any and all personnel necessary for the operation of the museum and to fix their salaries.

The museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall

recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditures shall be approved by the Mayor and City Council.

**Section 3.** That Chapter 21, Article 3, Section 21-41 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-41 RESERVED.**

**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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                          |                                           |                                                    |  |
|------------------------------------------|-------------------------------------------|----------------------------------------------------|--|
| COUNCIL MEETING DATE: September 15, 2026 |                                           | SUBMITTED BY: Tammi Palm, Planning Director        |  |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/>      |  |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input checked="" type="checkbox"/> |  |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                     |  |

## SUBJECT:

Request to approve the 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 budget. 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 <input type="checkbox"/>   | COUNTER-PARTY: <input type="text"/>              | INTERLOCAL AGREEMENT: NO <input type="checkbox"/> |
| CONTRACT DESCRIPTION: <input type="text"/>         |                                                  |                                                   |
| CONTRACT EFFECTIVE DATE: <input type="text"/>      | CONTRACT TERM: <input type="text"/>              | CONTRACT END DATE: <input type="text"/>           |
| PROJECT NAME: <input type="text"/>                 |                                                  |                                                   |
| START DATE: <input type="text"/>                   | END DATE: <input type="text"/>                   | PAYMENT DATE: <input type="text"/>                |
| CIP PROJECT NAME: <input type="text"/>             |                                                  | INSURANCE REQUIRED: <input type="text"/>          |
| CIP PROJECT NAME: <input type="text"/>             |                                                  |                                                   |
| STREET DISTRICT NAME (S): <input type="text"/>     | STREET DISTRICT NUMBER (S): <input type="text"/> |                                                   |
| ACCOUNTING DISTRIBUTION CODE: <input type="text"/> | ACCOUNT NUMBER: <input type="text"/>             |                                                   |

## RECOMMENDATION:

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

## ATTACHMENTS:

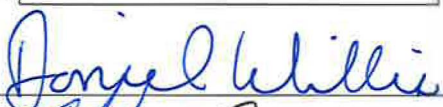
|                         |                         |                                                   |
|-------------------------|-------------------------|---------------------------------------------------|
| 1. PC Recommendation    | 2. Staff Memo           | 3. Fiscal Year 2027-2032 Capital Improvement Plan |
| 4. <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:


# 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**

| <b><u>DEPARTMENT</u></b>   | <b><u>FY 2026-27</u></b> | <b><u>FY 2027-28</u></b> | <b><u>FY 2028-29</u></b> | <b><u>FY 2029-30</u></b> | <b><u>FY 2030-31</u></b> | <b><u>FY 2031-32</u></b> | <b><u>TOTAL</u></b>    |
|----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------|
| 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             |
| <b>TOTAL</b>               | <b>99,766,541</b>        | <b>61,065,500</b>        | <b>78,125,500</b>        | <b>82,596,000</b>        | <b>41,837,000</b>        | <b>42,487,000</b>        | <b>405,877,541</b>     |
| <br><b>City funding</b>    | <br><b>96,221,541</b>    | <br><b>60,915,500</b>    | <br><b>64,775,500</b>    | <br><b>54,953,500</b>    | <br><b>28,637,000</b>    | <br><b>29,287,000</b>    | <br><b>334,790,041</b> |
| <b>Funding from others</b> | <b>3,545,000</b>         | <b>150,000</b>           | <b>13,350,000</b>        | <b>27,642,500</b>        | <b>13,200,000</b>        | <b>13,200,000</b>        | <b>71,087,500</b>      |

# 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                |
|------------------------------------------------------------------|------------|------------|-------------------|----------------------|
| <b>Administrative Services</b>                                   |            |            |                   |                      |
| No capital projects this fiscal year                             | -          | -          | -                 |                      |
| Total                                                            | -          | -          | -                 |                      |
| <b>Building Maintenance</b>                                      |            |            |                   |                      |
| 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    | -                 |                      |
| <b>Cemetery</b>                                                  |            |            |                   |                      |
| CM 27 (1) Concrete Rehab. Throughout Cemetery                    | 50,000     | 50,000     |                   |                      |
| Total                                                            | 50,000     | 50,000     | -                 |                      |
| <b>Code Enforcement</b>                                          |            |            |                   |                      |
| No capital projects this fiscal year.                            |            |            | -                 |                      |
| Total                                                            | -          | -          | -                 |                      |
| <b>Economic Development Fund</b>                                 |            |            |                   |                      |
| 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 | -                 |                      |
| <b>Fire</b>                                                      |            |            |                   |                      |

No capital projects this fiscal year.

|       |                    |                    |                    |
|-------|--------------------|--------------------|--------------------|
| Total | <u>          -</u> | <u>          -</u> | <u>          -</u> |
|-------|--------------------|--------------------|--------------------|

#### 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> |
|-------|--------------------|--------------------|--------------------|

#### 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   |                                   |
| <b>Police</b>                                                           |       |            |           |           |                                   |
| 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   |                                   |
| <b>Public Works</b>                                                     |       |            |           |           |                                   |
| 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 |                                   |
| <b>Recreation</b>                                                       |       |            |           |           |                                   |
| No capital projects this fiscal year.                                   |       | -          | -         | -         |                                   |
|                                                                         | Total | -          | -         | -         |                                   |
| <b>Streets</b>                                                          |       |            |           |           |                                   |
| 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> |
| <b>Wastewater</b>                                                         |                   |                   |                  |
| 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>  | -                |
| <b>Waterpark Project</b>                                                  |                   |                   |                  |
| WP (1) Finish Project Construction                                        | 40,000,000        | 40,000,000        |                  |
| Total                                                                     | <u>40,000,000</u> | <u>40,000,000</u> | -                |
| <b>CAPITAL TOTAL ALL DEPARTMENTS</b>                                      |                   |                   |                  |
|                                                                           | <b>99,766,541</b> | <b>96,221,541</b> | <b>3,545,000</b> |



# 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                |
|-----------------------------------------------|------------|-----------|-------------------|----------------------|
| <b>Administrative Services</b>                |            |           |                   |                      |
| No capital projects this fiscal year.         | -          | -         |                   |                      |
| Total                                         | -          | -         | -                 |                      |
| <b>Building Maintenance</b>                   |            |           |                   |                      |
| No capital projects t his fiscal year.        |            |           |                   |                      |
| Total                                         | -          | -         |                   |                      |
| <b>Cemetery</b>                               |            |           |                   |                      |
| No capital projects t his fiscal year.        |            |           |                   |                      |
| Total                                         | -          | -         |                   |                      |
| <b>Code</b>                                   |            |           |                   |                      |
| No capital projects this fiscal year.         | -          | -         | -                 |                      |
| Total                                         | -          | -         | -                 |                      |
| <b>Economic Development Fund</b>              |            |           |                   |                      |
| 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 | -                 |                      |
| <b>Fire</b>                                   |            |           |                   |                      |
|                                               |            |           | -                 |                      |
| 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

|       |        |        |   |
|-------|--------|--------|---|
|       | 85,000 | 85,000 |   |
| Total | 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

|       |         |         |   |
|-------|---------|---------|---|
|       | 85,000  | 85,000  |   |
|       | 210,000 | 210,000 |   |
|       | 200,000 | 200,000 |   |
|       | -       | -       | - |
| Total | 495,000 | 495,000 | - |

Seeking a grant

### Permits and Inspections

PI 28 (1) GovWell Software Subscription

|       |        |        |   |
|-------|--------|--------|---|
|       | 66,500 | 66,500 | - |
| Total | 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 |
|-------------------------------|------------|------------|---------|

# 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                |
|----------------------------------------------|------------|-----------|-------------------|----------------------|
| <b>Administrative Services</b>               |            |           |                   |                      |
| No capital projects this fiscal year.        |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Building Maintenance</b>                  |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Cemetery</b>                              |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Code</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year.        | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Economic Development Fund</b>             |            |           |                   |                      |
| 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 | -                 |                      |
| <b>Fire</b>                                  |            |           |                   |                      |
| 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

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 | - |
|---------|---------|---|

## Permits and Inspections

PI 29 (1) GovWell Software Subscription

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

Total

|        |        |   |
|--------|--------|---|
| 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)                       | 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**

|                   |                   |                   |
|-------------------|-------------------|-------------------|
| <b>78,125,500</b> | <b>64,775,500</b> | <b>13,350,000</b> |
|-------------------|-------------------|-------------------|



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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                |
|----------------------------------------------|------------|-----------|-------------------|----------------------|
| <b>Administrative Services</b>               |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Building Maintenance</b>                  |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Cemetery</b>                              |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Code</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Economic Development Fund</b>             |            |           |                   |                      |
| 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 | -                 |                      |
| <b>Fire</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Fleet</b>                                 |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Information Technology (IT)</b>           |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Library</b>                               |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |



|                                                                   |                   |                   |                   |
|-------------------------------------------------------------------|-------------------|-------------------|-------------------|
| <b>Parks</b>                                                      |                   |                   |                   |
| No capital projects this fiscal year                              | -                 | -                 | -                 |
| Total                                                             |                   |                   |                   |
| <b>Permits and Inspections</b>                                    |                   |                   |                   |
| 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           | -                 |
| <b>Police</b>                                                     |                   |                   |                   |
| No capital projects this fiscal year                              |                   |                   | -                 |
| Total                                                             | -                 | -                 | -                 |
| <b>Public Works</b>                                               |                   |                   |                   |
| No capital projects this fiscal year                              | -                 |                   | -                 |
| Total                                                             | -                 | -                 | -                 |
| <b>Recreation</b>                                                 |                   |                   |                   |
| No capital projects this fiscal year                              | -                 | -                 | -                 |
| Total                                                             | -                 | -                 | -                 |
| <b>Streets</b>                                                    |                   |                   |                   |
| 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        |
| <b>Wastewater</b>                                                 |                   |                   |                   |
| 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      | -                 |
| <b>CAPITAL TOTAL ALL DEPARTMENTS</b>                              | <b>82,596,000</b> | <b>54,953,500</b> | <b>27,642,500</b> |

Grant  
Federal Assistance/Grant

| <b>CIPST30(01) - Major Street Resurfacing</b>                                | <b>9,965,000</b> | <b>9,965,000</b> | <b>-</b> |                                              |
|------------------------------------------------------------------------------|------------------|------------------|----------|----------------------------------------------|
| 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)                          |

|                                                                             |                   |                   |                   |                                                                 |
|-----------------------------------------------------------------------------|-------------------|-------------------|-------------------|-----------------------------------------------------------------|
| <b>CIPST30(02) - Concrete Projects</b>                                      | <b>4,140,000</b>  | <b>4,140,000</b>  | <b>-</b>          |                                                                 |
| 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                                 |
| <b>CIPST30(03) - Overlay Projects</b>                                       | <b>2,605,000</b>  | <b>2,605,000</b>  | <b>-</b>          |                                                                 |
| 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                                                     |
| <b>CIPST30(04) - Reconstruction Projects</b>                                | <b>36,082,500</b> | <b>21,640,000</b> | <b>14,442,500</b> |                                                                 |
| 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                                         |
| <b>CIPST30(05) - Bridge Repairs</b>                                         | <b>16,500,000</b> | <b>3,300,000</b>  | <b>13,200,000</b> |                                                                 |
| 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                      |
| <b>CIPST30(06) - Drainage Improvements</b>                                  | <b>8,750,000</b>  | <b>8,750,000</b>  | <b>-</b>          |                                                                 |
| 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                   |
| <b>CIPST30(07) - Signal Improvements</b>                                    | <b>725,000</b>    | <b>725,000</b>    | <b>-</b>          |                                                                 |
| 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                 |
| <b>CIPST30(08) - Wall Rehabilitation</b>                                    | <b>112,000</b>    | <b>112,000</b>    | <b>-</b>          |                                                                 |
| 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                |
|----------------------------------------------|------------|-----------|-------------------|----------------------|
| <b>Administrative Services</b>               |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Building Maintenance</b>                  |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | \$ -       | \$ -      | -                 |                      |
| <b>Cemetery</b>                              |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Code</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year         | -          | -         | -                 |                      |
| Total                                        | -          | -         | -                 |                      |
| <b>Economic Development Fund</b>             |            |           |                   |                      |
| 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 | -                 |                      |
| <b>Fire</b>                                  |            |           |                   |                      |
| 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                |
|----------------------------------------------|------------|-----------|-------------------|----------------------|
| <b>Administrative Services</b>               |            |           |                   |                      |
| No capital projects this fiscal year         |            |           |                   |                      |
| Total                                        | 0          | 0         | 0                 |                      |
| <b>Building Maintenance</b>                  |            |           |                   |                      |
| No capital projects this fiscal year         | 0          | 0         | 0                 |                      |
| Total                                        | 0          | 0         | 0                 |                      |
| <b>Cemetery</b>                              |            |           |                   |                      |
| No capital projects this fiscal year         | 0          | 0         | 0                 |                      |
| Total                                        | 0          | 0         | 0                 |                      |
| <b>Code</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year         | 0          | 0         | 0                 |                      |
| Total                                        | 0          | 0         | 0                 |                      |
| <b>Economic Development Fund</b>             |            |           |                   |                      |
| ED 32 (1) LB 840 Infrastructure improvements | 750000     | 750000    | 0                 | Community Betterment |
| Total                                        | 750000     | 750000    | 0                 |                      |
| <b>Fire</b>                                  |            |           |                   |                      |
| No capital projects this fiscal year         |            |           | 0                 |                      |
| Total                                        | 0          | 0         |                   |                      |
| <b>Fleet</b>                                 |            |           |                   |                      |

No capital projects this fiscal year

|       |          |          |          |
|-------|----------|----------|----------|
| Total | <u>0</u> | <u>0</u> | <u>0</u> |
|-------|----------|----------|----------|

**Library**

|                                      |   |   |   |
|--------------------------------------|---|---|---|
| No capital projects this fiscal year | 0 | 0 | 0 |
|--------------------------------------|---|---|---|

|       |          |          |          |
|-------|----------|----------|----------|
| Total | <u>0</u> | <u>0</u> | <u>0</u> |
|-------|----------|----------|----------|

**Parks**

|                                       |   |   |   |
|---------------------------------------|---|---|---|
| No capital projects this fiscal year. | 0 | 0 | 0 |
|---------------------------------------|---|---|---|

|  |   |   |   |
|--|---|---|---|
|  | 0 | 0 | 0 |
|--|---|---|---|

|       |          |          |          |
|-------|----------|----------|----------|
| Total | <u>0</u> | <u>0</u> | <u>0</u> |
|-------|----------|----------|----------|

**Permits and Inspections**

|                                      |   |   |   |
|--------------------------------------|---|---|---|
| No capital projects this fiscal year | 0 | 0 | 0 |
|--------------------------------------|---|---|---|

|       |          |          |          |
|-------|----------|----------|----------|
| Total | <u>0</u> | <u>0</u> | <u>0</u> |
|-------|----------|----------|----------|

**Police**

|                                       |   |   |  |
|---------------------------------------|---|---|--|
| No capital projects this fiscal year. | 0 | 0 |  |
|---------------------------------------|---|---|--|

|  |   |   |  |
|--|---|---|--|
|  | 0 | 0 |  |
|--|---|---|--|

|       |          |          |  |
|-------|----------|----------|--|
| Total | <u>0</u> | <u>0</u> |  |
|-------|----------|----------|--|

**Public Works**

|                                       |  |  |  |
|---------------------------------------|--|--|--|
| No capital projects this fiscal year. |  |  |  |
|---------------------------------------|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | 0 |  |  |
|--|---|--|--|

**Recreation**

|                                       |  |  |  |
|---------------------------------------|--|--|--|
| No capital projects this fiscal year. |  |  |  |
|---------------------------------------|--|--|--|

|       |          |          |          |
|-------|----------|----------|----------|
| Total | <u>0</u> | <u>0</u> | <u>0</u> |
|-------|----------|----------|----------|

**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               |
| <b>CAPITAL TOTAL ALL DEPARTMENTS</b>  | <b>42487000</b> | <b>29287000</b> | <b>13200000</b> |

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

**14b.  
9/15/2026**

|                                         |  |                                           |                                                    |  |
|-----------------------------------------|--|-------------------------------------------|----------------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |  | SUBMITTED BY: Susan Kluthe, City Clerk    |                                                    |  |
| AGENDA ITEM:                            |  | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/>      |  |
| LIQUOR LICENSE <input type="checkbox"/> |  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input checked="" type="checkbox"/> |  |
| RESOLUTION <input type="checkbox"/>     |  | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                     |  |

**SUBJECT:**

Recommend approval of an Special Fireworks Display Permit for Midwest Fireworks for a display at Bellevue East Homecoming on Thursday, September 17, 2026 beginning approximately at 9:30 p.m. (Rain Date - Friday, September 18, 2026 - 9:30 p.m.)

**SYNOPSIS/BACKGROUND:**

Midwest Fireworks Wholesalers LLC would like to do a Special Fireworks Display at Bellevue East for their Homecoming, 1410 High School Drive, on Thursday, September 17, 2026 at approximately 9:30 p.m. (Rain date - Friday, September 18, 2026 - same time). Applications are turned directly into the City Clerk, then submitted to City Council. If approved, the NE State Fire Marshal Public Firework Display Permit is signed by the Fire Chief. After signed by Fire Chief, the Display Permit is sent to applicant.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

|                                                                |                                |                                                              |                                                       |  |
|----------------------------------------------------------------|--------------------------------|--------------------------------------------------------------|-------------------------------------------------------|--|
| IS THIS A CONTRACT?: <input type="text" value="NO"/>           |                                | COUNTER-PARTY: <input type="text"/>                          | INTERLOCAL AGREEMENT: <input type="text" value="NO"/> |  |
| CONTRACT DESCRIPTION: <input type="text"/>                     |                                |                                                              |                                                       |  |
| CONTRACT EFFECTIVE DATE: <input type="text"/>                  |                                | CONTRACT TERM: <input type="text"/>                          | CONTRACT END DATE: <input type="text"/>               |  |
| PROJECT NAME: <input type="text"/>                             |                                |                                                              |                                                       |  |
| START DATE: <input type="text"/>                               | END DATE: <input type="text"/> | PAYMENT DATE: <input type="text"/>                           | INSURANCE REQUIRED: <input type="text" value="NO"/>   |  |
| CIP PROJECT NAME: <input type="text" value="n/a"/>             |                                | CIP PROJECT NAME: <input type="text" value="n/a"/>           |                                                       |  |
| STREET DISTRICT NAME (S): <input type="text" value="n/a"/>     |                                | STREET DISTRICT NUMBER (S): <input type="text" value="n/a"/> |                                                       |  |
| ACCOUNTING DISTRIBUTION CODE: <input type="text" value="n/a"/> |                                | ACCOUNT NUMBER: <input type="text" value="n/a"/>             |                                                       |  |

**RECOMMENDATION:**

Recommend approval of an Special Fireworks Display Permit for Midwest Fireworks for a fireworks display at Bellevue East Homecoming, 1401 High School Drive, on Thursday, September 17, 2026 beginning approximately at 9:30 p.m. (Rain Date - Friday, September 18, 2026 - 9:30 p.m.)

**ATTACHMENTS:**

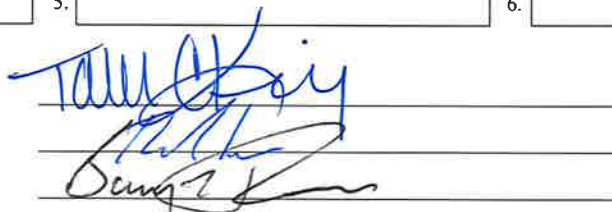
|                                                                      |                                                                                   |                         |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------|
| 1. <input type="text" value="Special Fireworks Permit Application"/> | 2. <input type="text" value="State Fire Marshal Public Firework Display Permit"/> | 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: \_\_\_\_\_





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

## SPECIAL FIREWORKS EVENT APPLICATION

\*\*\*Application must be received a minimum of 30 days prior to the event\*\*\*

Event Name: Bellevue East Homecoming Fireworks

Date of Event: 9/17/26

Time and Duration of Fireworks Display: ~9:30p.m ~10mins

Contact Person: Nick Zimmerman / Mallena Zimmerman

Contact Phone: 402-429-4018 Email: fireworks@mnwfireworks.com

Distributor License: ☒ Yes ☐ No

If yes, name of Distributor: Midwest Fireworks Wholesalers LLC

Mallena Zimmerman  
Signature

8/28/26  
Date

**\*\* No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the City Clerk. Applicants requesting a display permit shall make application to the City Clerk, along with a copy of their permit issued by the Nebraska State Fire Marshal and a copy of a Certificate of Public Liability Insurance with a minimum amount of \$1,000,000 per occurrence and \$1,000,000 in aggregate, naming the City of Bellevue as an additional insured.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Ryder, Rosacker, McCue & Huston<br>509 W Koenig St<br>Grand Island NE 68801 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 800-658-4200<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> certrequest@ryderinsurance.com                                                                                                                                                                                            |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>Midwest Fireworks Wholesalers LLC<br>14445 SW 29th St<br>Martell NE 68404    | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : HADRON SPECIALTY INS CO</td><td>17534</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : HADRON SPECIALTY INS CO | 17534 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                  | NAIC #                                                                                                                                                                                                                                                                                                                                         |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER A : HADRON SPECIALTY INS CO                                                            | 17534                                                                                                                                                                                                                                                                                                                                          |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER B :                                                                                    |                                                                                                                                                                                                                                                                                                                                                |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER C :                                                                                    |                                                                                                                                                                                                                                                                                                                                                |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER D :                                                                                    |                                                                                                                                                                                                                                                                                                                                                |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER E :                                                                                    |                                                                                                                                                                                                                                                                                                                                                |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |
| INSURER F :                                                                                    |                                                                                                                                                                                                                                                                                                                                                |                               |        |                                     |       |             |  |             |  |             |  |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:** 1081272679**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | H0320GL000081-00 | 2/8/2026                | 2/8/2027                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                          |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               |           | N/A      |                  |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement. Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement. Certificate Holder is added as Additional Insured Where Required by Written Contract.

Additional Insured: Bellevue Community Schools; Bellevue East; City of Bellevue  
Location: 1401 High School Dr., Bellevue, NE  
Display Date: 9/17/2026 Rain Date: 9/18/2026

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                          |                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bellevue Community Schools<br>Bellevue East<br>1401 High School Dr.<br>Bellevue NE 68005 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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NEBRASKA STATE FIRE MARSHAL  
**Public Firework Display**

**Permit #** 2026-DP-101224128-307

**Receipt #** 101224128

**Date Received** August 26, 2026 08:11 PM

**Sponsoring Organization/Individual**

**Name 1** Bellevue East High School

**Name 2** Nick Zimmerman

**Address** 14445 SW 29th St

**City** Martell

**Daytime Phone** (402) 429-4018

**State** NE

**Zip Code** 68404

**Email** fireworks@mwfireworks.com

**Public Display Operator**

**License #** 24-03/002

**Name** ZIMMERMAN, NICHOLAS SCOTT

**Address 1** 14445 SW 29TH

**Address 2**

**City** MARTELL

**State** NE

**Zip Code** 68404

**Daytime Phone** (402) 314-9699

**Email**

**Location/Dates**

**Display Location** 1401 High School Dr

**Display City** Bellevue

**Display County** Sarpy

**Display Date** September 17, 2026

**Display Time** 09:30 PM

**Rain Date** September 18, 2026

**Rain Time** 09:30 PM

**Public Display** Yes

**Storage Information**

**How Stored** Approved ATF/NSP Bunker

**Distributor(s)** Midwest Fireworks Wholesalers LLC (2026-RP-97074474-21)

**Mortar/Distances (in feet)/Ground Display**

**Largest Mortar (Inches)** 4

**Residential** 280

**Health Care Facilities** NA

**Penal Facilities** NA

**Power Lines** NA

**Phone Lines** NA

**Ground Display** No

**Parking** --

**Electronically Fired?** Yes

**Spectators** 280

**Parking** 280

**Hwys/Streets/Alleys** 280

**Hazardous Materials** NA

**Trees** NA

**Spectators** --

**Approval**

**Approved By** Doug Hohbein, SFM

**Date Approved/Issued** August 28, 2026

---

**Fire Chief Signature**

**Notice of Public Hearing**  
**Fireworks Display at Bellevue East Homecoming**

On Tuesday, September 15, 2026, the Bellevue City Council will hold a public hearing on the request of the Special Fireworks Display, provided by Midwest Fireworks Wholesalers LLC at Bellevue East High School, 1401 High School Drive, on Thursday, September 17, 2026 at approximately 9:30 p.m., as per Bellevue City Code.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14c.  
9/15/2026

|                                         |  |                                           |                                                    |  |
|-----------------------------------------|--|-------------------------------------------|----------------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |  | SUBMITTED BY: Susan Kluthe, City Clerk    |                                                    |  |
| AGENDA ITEM:                            |  | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/>      |  |
| LIQUOR LICENSE <input type="checkbox"/> |  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input checked="" type="checkbox"/> |  |
| RESOLUTION <input type="checkbox"/>     |  | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                     |  |

SUBJECT:

Request to approve the Event License Application for the Wing Morale Run at Bellevue South Trail, to be held Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. on Bellevue South Trail.

SYNOPSIS/BACKGROUND:

Wing Morale Run would like to conduct a run at Bellevue South Loop Trail for the 55th Wing on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m.

FISCAL IMPACT: 0.00 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 NAME:           |                        |
| STREET DISTRICT NAME (S):     |                | STREET DISTRICT NUMBER (S): |                        |
| ACCOUNTING DISTRIBUTION CODE: |                | ACCOUNT NUMBER:             |                        |

RECOMMENDATION:

Approve the Event Application for the Wing Morale Run at Bellevue South Trail, to be held Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m.

ATTACHMENTS:

|                      |                                     |    |
|----------------------|-------------------------------------|----|
| 1. Event Application | 2. Staff Event License Review Forms | 3. |
| 4.                   | 5.                                  | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

## APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: 55th Wing Date: 26 Aug 2026

### Contact Person Information for Organization:

Name: Michelle Hannah Phone: 402-294-8010 Email: michelle.hannah.1@us.af.mil  
Address: 308 Looking Glass Ave City: Offutt AFB State: NE Zip: 68113

### Event Information:

Event Name: Wing morale run

Location of Event/Alternate Location:

Bellevue South Trail

Dates of Event: 25 Sept 2026 Alternate Dates: \_\_\_\_\_ Hours of Event: 0730-0930

### What Provisions, if applicable, have been made for the following:

1. Sanitary Facilities: NA
2. Running Water: NA
3. Power: NA
4. Parking: Haworth Field Park
5. Insurance: NA

**(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)**

**Please address any specific requests of the Police/Parks/Streets Departments on the 2<sup>nd</sup> page.**

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: HANNAH.MICHELLE.LEIGH.1133975876 Digitally signed by HANNAH.MICHELLE.LEIGH.1133975876  
Date: 2026.08.26 14:01:34 -05'00'

**RECEIVED**  
**AUG 26 2026**  
**CITY CLERK**

**Police Department Requests:**

None

**Parks Department Requests:**

Parking at Haworth Park. Coordination through Jim Shada on 26 August, 2026

**Street Department Requests:**

None

**Special Request:**

None

RECEIVED  
AUG 26 2026  
CITY CLERK

Hayworth fields

Payne Dr

Bellevue Lp Trl

Payne Dr

Payne Dr

Payne Dr

Payne Dr

Payne Dr

Bellevue Lp Trl

Bellevue Lp Trl

RECEIVED  
AUG 26 2026  
CITY CLERK

Bellevue Lp Trl





**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☐ Police Department  
    ☐ Sgt. Larry Lampman  
  
    ☐ Capt. Chad Reed  
  
    ☐ Capt. John Stuck

- ☐ Parks Department  
    ☐ Jim Shada

- ☐ Public Works Department  
    ☒ Dave Goedekem

- ☐ Streets Department  
    ☐ Bobby Riggs

- ☐ Fire Department  
    ☐ Asst. Chief Steve Betts  
  
    ☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: August 27, 2026

SUBJECT: Recommend approval of an event license for Wing Morale Run to be held on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. on Bellevue South Trail. Applicant: Michelle Hannah/55th Wing.

Please make comments on the above request and return to Susan Kluthe, by September 4, 2026. Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net). If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☐ Comments

☒ No Comments

Signature or Fill in Your Name

Date

9/9/26



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☐ Police Department  
    ☐ Sgt. Larry Lampman  
  
    ☐ Capt. Chad Reed  
  
    ☐ Capt. John Stuck

- ☐ Parks Department  
    ☐ Jim Shada

- ☐ Public Works Department  
    ☐ Dave Goedekem

- ☐ Streets Department  
    ☐ Bobby Riggs

- ☒ Fire Department  
    ☒ Asst. Chief Steve Betts  
  
    ☒ Asst. Chief Steve Wagner

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Please make comments on the above request and return to Susan Kluthe, by September 4, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net). If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☐ Comments

☒ No Comments

Signature or Fill in Your Name

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☒ Police Department  
☐ Sgt. Larry Lampman  
  
☒ Capt. Chad Reed  
☐ Capt. John Stuck

- ☐ Parks Department  
☐ Jim Shada

- ☐ Public Works Department  
☐ Dave Goedekem

- ☐ Streets Department  
☐ Bobby Riggs

- ☐ Fire Department  
☐ Asst. Chief Steve Betts  
  
☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: August 27, 2026

SUBJECT: Recommend approval of an event license for Wing Morale Run to be held on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. on Bellevue South Trail. Applicant: Michelle Hannah/55th Wing.

Please make comments on the above request and return to Susan Kluthe, by September 4, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net). If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☐ Comments

☒ No Comments

---

Signature or Fill in Your Name

08/27/2026

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☐ Police Department  
    ☐ Sgt. Larry Lampman  
  
    ☐ Capt. Chad Reed  
  
    ☐ Capt. John Stuck

☒ Streets Department  
    ☒ Bobby Riggs

- ☐ Parks Department  
    ☐ Jim Shada

- ☐ Public Works Department  
    ☐ Dave Goedekem

- ☐ Fire Department  
    ☐ Asst. Chief Steve Betts  
  
    ☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: August 27, 2026

SUBJECT: Recommend approval of an event license for Wing Morale Run to be held on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. on Bellevue South Trail. Applicant: Michelle Hannah/55th Wing.

Please make comments on the above request and return to Susan Kluthe, by September 4, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net). If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☐ Comments

☒ No Comments

Signature or Fill in Your Name

Date

8/31/26



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☐ Police Department  
    ☐ Sgt. Larry Lampman  
    ☐ Capt. Chad Reed  
    ☐ Capt. John Stuck

- ☒ Parks Department  
    ☒ Jim Shada

- ☐ Public Works Department  
    ☐ Dave Goedekem

- ☐ Streets Department  
    ☐ Bobby Riggs

- ☐ Fire Department  
    ☐ Asst. Chief Steve Betts  
    ☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

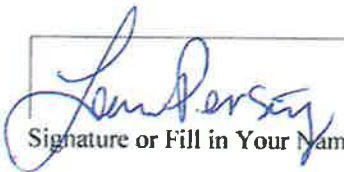
DATE: August 27, 2026

SUBJECT: Recommend approval of an event license for Wing Morale Run to be held on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m. on Bellevue South Trail. Applicant: Michelle Hannah/55th Wing.

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☐ Comments

☒ No Comments

 for J Shada  
Signature or Fill in Your Name

8-27-26  
Date

**Notice of Public Hearing**  
**Wing Morale Run**

On Tuesday, September 15, 2026, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Wing Morale Run in Bellevue, on Friday, September 25, 2026 from 7:30 a.m. to 9:30 a.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty eight hours prior to the meeting.

Susan Kluthe  
City of Bellevue



14d.  
9/15/2026

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                         |                                           |                                                    |
|-----------------------------------------|-------------------------------------------|----------------------------------------------------|
| COUNCIL MEETING DATE: 09/15/2026        | SUBMITTED BY: Susan Kluthe, City Clerk    |                                                    |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/>      |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input checked="" type="checkbox"/> |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                     |

SUBJECT:

Request to approve the Event License Application for Scouting America at American Heroes Park to be held Saturday, September 26, 2026 from 4:00 p.m. to 6:00 p.m.

SYNOPSIS/BACKGROUND:

Scouting America for Scouting America Family Fun Night at American Heroes Park on September Saturday, September 26, 2026 from 4:00 p.m. to 6:00 p.m.

FISCAL IMPACT:: 0.00 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 NAME:           |                        |
| STREET DISTRICT NAME (S):     |                | STREET DISTRICT NUMBER (S): |                        |
| ACCOUNTING DISTRIBUTION CODE: |                | ACCOUNT NUMBER:             |                        |

RECOMMENDATION:

Approve Event License Application for Scouting America at American Heroes Park to be held Saturday, September 26, 2026 from 4:00 p.m. to 6:00 p.m.

ATTACHMENTS:

|                      |                                     |    |
|----------------------|-------------------------------------|----|
| 1. Event Application | 2. Staff Event License Review Forms | 3. |
| 4.                   | 5.                                  | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

## APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Scouting America Date: 09/26/2026

### Contact Person Information for Organization:

Name: Samii Robey Phone: 4028129008 Email: samantha.robey@scouting.org  
Address: 12401 w Maple Rd City: Omaha State: NE Zip: 68144

### Event Information:

Event Name: Scouting America Family Fun Night

Location of Event/Alternate Location:

American Heros Park

Dates of Event: 09/26/2026 Alternate Dates: \_\_\_\_\_ Hours of Event: 4pm-6pm

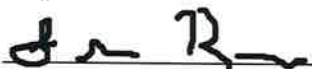
### What Provisions, if applicable, have been made for the following:

1. Sanitary Facilities: NA
2. Running Water: NA
3. Power: NA
4. Parking: NA
5. Insurance: Scouting America

**(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)**

**Please address any specific requests of the Police/Parks/Streets Departments on the 2<sup>nd</sup> page.**

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: 

**Police Department Requests:**

BB Gun Range Permit

**Parks Department Requests:**

**Street Department Requests:**

**Special Request:**

Other Activities Included: Bounce House Area, Water Rockets, Wrist Rocket Range, Yard Games



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☒ Police Department  
☐ Sgt. Larry Lampman  
☒ Capt. Chad Reed  
☐ Capt. John Stuck

- ☐ Parks Department  
☐ Jim Shada

- ☐ Public Works Department  
☐ Dave Goedekem

- ☐ Streets Department  
☐ Bobby Riggs

- ☐ Fire Department  
☐ Asst. Chief Steve Betts  
☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: September 2, 2026

SUBJECT: Recommend approval of an event license for Scouting America for Scouting America  
Family Fun Night at American Heroes Park on September Saturday, September 26, 2026  
from 4:00 p.m. to 6:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by September 10, 2026 . Should you have any questions or concerns, please contact Susan Kluthe at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net). If you do not have any comments, please check the No Comments box and return this form by the deadline date to the City Clerk's Office. Thank you!

☒ Comments

☐ No Comments

Request for a BB gun range permit denied based on City Code 21-4 (Guns prohibited in city parks) and a safety concern for the amount of citizens in American Heroes park and nearby playground.

Signature or Fill in Your Name

09/03/2026

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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Office of the City Clerk  
1500 Wall Street  
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☐ Comments

☐ No Comments

Street department resources will assist as, if needed with any street-related requests.

Signature or Fill in Your Name

Date

09/03/2026



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

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    ☐ Asst. Chief Steve Wagner

FROM: Susan Kluthe

DATE: September 2, 2026

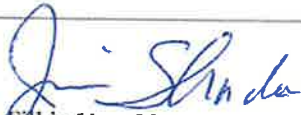
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☒ Comments

☐ No Comments

Shelter area will be available for use.

  
Signature or Fill in Your Name

9-3-2026  
Date





**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- ☐ Police Department  
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FROM: Susan Kluthe

DATE: September 2, 2026

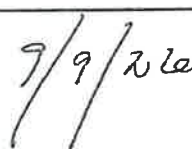
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☐ Comments

☒ No Comments

  
Signature or Fill in Your Name

  
Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

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☐ Comments

☒ No Comments

Signature or Fill in Your Name

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                                |  |                                           |                                               |  |
|------------------------------------------------|--|-------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026               |  | SUBMITTED BY: Finance Director            |                                               |  |
| AGENDA ITEM:                                   |  | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>        |  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input checked="" type="checkbox"/> |  | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Bond Reimbursement Resolution for FYE2027 Capital Expenditures

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: Up to \$78,581,050 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: Bond Reimbursements |                             |                                      |
| START DATE: 10/01/2026            | END DATE: 09/30/2030        | 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:

We recommend adoption of this resolution to preserve the City's flexibility in financing capital improvements.

ATTACHMENTS:

|                           |              |    |
|---------------------------|--------------|----|
| 1. Resolution No. 2026-XX | 2. Exhibit A | 3. |
| 4.                        | 5.           | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## RESOLUTION NO. 2026-18

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on September 15<sup>th</sup>, 2026, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2026-2027 Capital Expenditures (the “CapEx”), and

WHEREAS, the CapEx was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the CapEx, and the City anticipates issuing bonds to finance all or a portion of the projects listed in Section 1 below, in the principal amounts indicated below, and desires to preserve its ability to reimburse such costs from proceeds of tax-exempt bonds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City’s official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the following: (a) various street improvement projects of the City, which may include the street improvement projects listed on Exhibit A attached hereto, of which the preliminary estimate of debt contemplated to be issued for such street projects exceeds \$29,000,000; (b) various park improvement projects of which the preliminary estimate of debt contemplated to be issued for such district projects exceed \$3,000,000; and (c) creation of an entertainment district of which the preliminary estimate of debt contemplated to be issued for such district projects exceed \$11,000,000.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City may reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this 15<sup>th</sup> day of September, 2026.

---

Rusty Hike, Mayor

ATTEST:

---

Susan Kluthe, City Clerk

**City of Bellevue**  
**Capital Expenditures and Potentail Funding**  
**2026-27 Budget**

| <u>Description</u>                                                                                 | <u>Estimated<br/>Project<br/>Cost</u> | <u>Outside<br/>Funding<br/>Source</u> | <u>Outside<br/>Funding<br/>Amount</u> | <u>City Share<br/>of Total<br/>Cost</u> | <u>Amount<br/>Bondable /<br/>Loanable</u> |
|----------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|-----------------------------------------|-------------------------------------------|
| PW 27(05) Industrial Drive Ditch (Engineering \$300k / ROW \$250k / Construction \$0)              | 550,000.00                            | -                                     | -                                     | 550,000.00                              | 522,500.00                                |
| PW 27(06) Quail Creek Erosion Control Project (Engineering \$250k / Construction \$0k)             | 250,000.00                            | -                                     | -                                     | 250,000.00                              | 237,500.00                                |
| PW 27(07) Bellevue Missouri River Bridge Replacement (Engineering \$400k / Construction \$0)       | 400,000.00                            | Bridge Commission                     | 200,000.00                            | 200,000.00                              | 190,000.00                                |
| PW 27(08) Hwy 75/34 Interchange Improvements (Engineering \$30k / Construction \$300k)             | 330,000.00                            | -                                     | -                                     | 330,000.00                              | 313,500.00                                |
| PW 27(09) Fort Crook Road Grenoble to Hwy 34 (Engineering \$200k / ROW \$650k / Construction \$0k) | 850,000.00                            | -                                     | -                                     | 850,000.00                              | 807,500.00                                |
| PW 27(11) Wolf Creek Drive (Engineering \$150k / Construction \$0k)                                | 150,000.00                            | -                                     | -                                     | 150,000.00                              | 142,500.00                                |
| PW 27(12) 25th Street and Olive Drainage (Engineering \$20k / Construction \$0k)                   | 20,000.00                             | -                                     | -                                     | 20,000.00                               | 19,000.00                                 |
| PW 27(13) Hwy 75/34 Interchange Improvements, Phase I (Engineering \$600k / Construction \$0k)     | 600,000.00                            | -                                     | -                                     | 600,000.00                              | 570,000.00                                |
| PW 27(14) Fort Crook Road Bridge Replacement (Engineering \$300k / Construction \$0k)              | 300,000.00                            | -                                     | -                                     | 300,000.00                              | 285,000.00                                |
| Major Street Resurfacing                                                                           | 2,379,000.00                          | -                                     | -                                     | 2,379,000.00                            | 2,260,050.00                              |
| Concrete Projects                                                                                  | 5,010,000.00                          | -                                     | -                                     | 5,010,000.00                            | 4,759,500.00                              |
| Overlay Projects                                                                                   | 2,660,000.00                          | -                                     | -                                     | 2,660,000.00                            | 2,527,000.00                              |
| Reconstruction Projects                                                                            | 8,415,000.00                          | -                                     | -                                     | 8,415,000.00                            | 7,994,250.00                              |
| Bridge Repairs                                                                                     | 240,000.00                            | -                                     | -                                     | 240,000.00                              | 228,000.00                                |
| Drainage Improvements                                                                              | 7,255,000.00                          | NDOT                                  | 1,300,000.00                          | 5,955,000.00                            | 5,657,250.00                              |
| Signal Improvements                                                                                | 2,640,000.00                          | -                                     | -                                     | 2,640,000.00                            | 2,508,000.00                              |
| <b>Total Street-Related Project Candidates for Bonding</b>                                         | <b>32,049,000.00</b>                  |                                       | <b>1,500,000.00</b>                   | <b>30,549,000.00</b>                    | <b>29,021,550.00</b>                      |
| PW 27(02) American Heroes Park Amphitheater (Engineering \$150k / Construction \$1,500k)           | 1,650,000.00                          | -                                     | -                                     | 1,650,000.00                            | 1,567,500.00                              |
| PW 27(03) American Heroe's Park Restroom (Design \$110k / Construction \$800k)                     | 910,000.00                            | -                                     | -                                     | 910,000.00                              | 864,500.00                                |
| Install Lighting Daniel Trail Loop 11.5 miles                                                      | 785,000.00                            | -                                     | -                                     | 785,000.00                              | 785,000.00                                |
| New Playground, Retaining Wall, & Shelter-Golden Hills Park                                        | 250,000.00                            | -                                     | -                                     | 250,000.00                              | 250,000.00                                |
| <b>Total Park-Related Project Candidates for Bonding</b>                                           | <b>3,595,000.00</b>                   |                                       | -                                     | <b>3,595,000.00</b>                     | <b>3,467,000.00</b>                       |
| PW 27(04) Entertainment District Public Improvements (Engineering \$150k / Construction \$1,000k)  | 1,150,000.00                          | -                                     | -                                     | 1,150,000.00                            | 1,092,500.00                              |
| ED 26 (02) Entertainment District Improvements-Covered Walkways                                    | 10,000,000.00                         | -                                     | -                                     | 10,000,000.00                           | 10,000,000.00                             |
| <b>Total Entertainment District-Related Project Candidates for Bonding</b>                         | <b>11,150,000.00</b>                  |                                       | -                                     | <b>11,150,000.00</b>                    | <b>11,092,500.00</b>                      |
| WP27(01) Waterpark Construction                                                                    | 35,000,000.00                         | -                                     | -                                     | 35,000,000.00                           | 35,000,000.00                             |
| <b>Total Candidates for Bonding - All Funds</b>                                                    | <b>81,794,000.00</b>                  |                                       | <b>1,500,000.00</b>                   | <b>80,294,000.00</b>                    | <b>78,581,050.00</b>                      |

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

**15b.  
9/15/2026**

|                                                |  |                                           |                                               |  |
|------------------------------------------------|--|-------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026               |  | SUBMITTED BY: Susan Kluthe, City Clerk    |                                               |  |
| AGENDA ITEM:                                   |  | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>        |  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input checked="" type="checkbox"/> |  | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

**SUBJECT:**

Approval to operate a satellite keno location at the The Donkey Barn dba "The Donkey Barn"

**SYNOPSIS/BACKGROUND:**

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 2902 Samson Way, a business owned and operated by The Donkey Barn dba "The Donkey Barn". Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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 NAME: n/a           |                          |
| STREET DISTRICT NAME (S): n/a     | STREET DISTRICT NUMBER (S): n/a |                          |
| ACCOUNTING DISTRIBUTION CODE: n/a | ACCOUNT NUMBER: n/a             |                          |

**RECOMMENDATION:**

Approval of Resolution No. 2026-19: Requesting approval to operate a satellite keno location at the business operated by The Donkey Barn dba "The Donkey Barn" at 2902 Samson Way, Bellevue, NE and authorize the Mayor to sign

**ATTACHMENTS:**

|                           |                                  |    |
|---------------------------|----------------------------------|----|
| 1. Resolution No. 2026-19 | 2. Form 50G Location License App | 3. |
| 4.                        | 5.                               | 6. |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







# Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G  
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village  
323357

2 County, City, or Village Name on Form 50G  
Bellevue

Please Do Not Write In This Space

## Sales Outlet Location Information (Attach additional sheet if necessary)

|                                                                                |                                                                            |                                                                                                                                                                            |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 Nebraska ID Number<br><b>16136519</b>                                        | 4 Federal ID or Social Security Number<br><b>39 3974934</b>                | 5 Type of Application:<br><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Report Changes <input type="checkbox"/> Cancel |
| Business Name and Location Address                                             |                                                                            | Business Name and Mailing Address                                                                                                                                          |
| Name <b>The Donkey Barn</b>                                                    |                                                                            | Business Name <b>The Donkey Barn</b>                                                                                                                                       |
| Trade Name of Business (If Different Than Above)                               |                                                                            | Street or Other Mailing Address <b>1509 Alberta Ave</b>                                                                                                                    |
| Street Address <b>2902 Samson Way</b>                                          |                                                                            | City <b>Bellevue</b> State <b>NE</b> Zip Code <b>68147</b>                                                                                                                 |
| City <b>Bellevue</b> State <b>NE</b> Zip Code <b>68123</b> County <b>Sarpy</b> | Nebraska Liquor License Number <b>Approved-Will not have a # until CO.</b> |                                                                                                                                                                            |

6 Type of Ownership

|                                                 |                                               |                                                    |                                                                |                                                |
|-------------------------------------------------|-----------------------------------------------|----------------------------------------------------|----------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Domestic Corporation | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Nonprofit Corporation or Organization | <input type="checkbox"/> Keno Satellite        |
| <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Foreign Corporation  | <input type="checkbox"/> Domesticated Corporation  | <input type="checkbox"/> Other                                 | <input type="checkbox"/> Keno Independent Game |

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
  - If a partnership, list each partner and spouse.
  - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
  - If a limited liability company, list each member and spouse.
  - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

| Social Security Number                         | Name, Address, City, State, Zip Code (See instructions) | Date of Birth | Type of Involvement and Percentage of Ownership |
|------------------------------------------------|---------------------------------------------------------|---------------|-------------------------------------------------|
| <b>* See attached sheet for all 6 partners</b> |                                                         |               |                                                 |
|                                                |                                                         |               |                                                 |
|                                                |                                                         |               |                                                 |

- 9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)
- ☐ Yes ☒ No
- If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

- 10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.
- ☐ Yes ☒ No If Yes, see instructions.
- 10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?
- ☐ Yes ☒ No If Yes, see instructions.
- 11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Wavier form?
- ☐ Yes ☐ No (See What Must Be Filed instructions)
- 12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?
- ☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.
- 13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?
- ☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.

- 14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?
- ☐ Yes ☒ No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign  
here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:

Name **DAVID BLUMBLE**

Title **OWNER**

Date **8/20/2026**

Daytime Phone Number **402-681-4741**

Daytime Phone Number **402-481-4741**

Authorization—Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign  
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

# APPENDIX A

| Name              | Address                                         | Membership Interest | Initial Capital |
|-------------------|-------------------------------------------------|---------------------|-----------------|
| David Blamble     | 1509 Alberta Ave Bellevue, NE 68147             | 17%                 | \$125,000+      |
| Patrick Rigg      | 19779 Red Oak Blvd Saint Joseph, MO 64505       | 17%                 | \$125,000+      |
| Patrick Knobbe    | 17251 Drexel Street Omaha, NE 68135             | 17%                 | \$125,000+      |
| Terry Hurt        | PO Box 400 FT Calhoun, NE 68023                 | 17%                 | \$125,000+      |
| Richard Swarbrick | 8415 Dawson Ct Plattsmouth, NE 68048            | 16%                 | \$125,000       |
| Seth Brinkman     | 7230 S 173 <sup>rd</sup> Street Omaha, NE 68126 | 16%                 | \$125,000       |

“+” shall indicate members contributing general contracting skills in consideration for 1% of membership interest.

TERRY: 505-02-4150  
 Patrick Rigg: 390-78-9566  
 David: 551-75-3396  
 Patrick Knobbe: 507-06-0931  
 Richard: 505-02-5761  
 Seth: 505-43-1080

**RESOLUTION NO. 2026-19**

**WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,**

**WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,**

**WHEREAS, Advanced has received an application for permission to operate a satellite location at 2902 Samson Way, Bellevue, Nebraska, a business operated by The Donkey Barn doing business under the name "The Donkey Barn."**

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:**

**Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by The Donkey Barn doing business under the name "The Donkey Barn" at 2902 Samson Way, Bellevue, Nebraska.**

**PASSED AND APPROVED this 15<sup>th</sup> day of September, 2026.**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

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

**15c.  
9/15/2026**

|                                                |  |                                           |                                               |  |
|------------------------------------------------|--|-------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026               |  | SUBMITTED BY: Susan Kluthe, City Clerk    |                                               |  |
| AGENDA ITEM:                                   |  | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>        |  | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input checked="" type="checkbox"/> |  | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

**SUBJECT:**

Approval to operate a satellite keno location at the Hey Babe's Inc. dba "Babe's"

**SYNOPSIS/BACKGROUND:**

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 512 Galvin Road S. a business owned and operated by Hey Babe's Inc. dba "Babe's". Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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 NAME: n/a           |                          |
| STREET DISTRICT NAME (S): n/a     | STREET DISTRICT NUMBER (S): n/a |                          |
| ACCOUNTING DISTRIBUTION CODE: n/a | ACCOUNT NUMBER: n/a             |                          |

**RECOMMENDATION:**

Approval of Resolution No. 2026-20: Requesting approval to operate a satellite keno location at the business operated by Hey Babe's Inc. dba "Babe's" at 512 Galvin Road S., Bellevue, NE and authorize the Mayor to sign

**ATTACHMENTS:**

|                           |                                  |    |
|---------------------------|----------------------------------|----|
| 1. Resolution No. 2026-20 | 2. Form 50G Location License App | 3. |
| 4.                        | 5.                               | 6. |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*





# Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

Form 50G  
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

|                                                                   |                                   |
|-------------------------------------------------------------------|-----------------------------------|
| 1 Nebraska ID Number of County, City, or Village<br><b>323357</b> | Please Do Not Write In This Space |
| 2 County, City, or Village Name on Form 50G<br><b>Bellevue</b>    |                                   |

## Sales Outlet Location Information (Attach additional sheet if necessary)

|                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                             |                                                                                                                                                                                                                           |                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 3 Nebraska ID Number<br><b>8829322</b>                                                                                                                                                                                                                                                                                                                                                                               | 4 Federal ID or Social Security Number<br><b>75-3013075</b> | 5 Type of Application:<br><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Report Changes <input type="checkbox"/> Cancel                                                |                                                                                                           |
| Business Name and Location Address<br>Name <b>Her Babe's Inc</b><br>Trade Name of Business (If Different Than Above) <b>BABES</b><br>Street Address <b>512 GALVIN RD S</b><br>City <b>BELLEVUE</b> State <b>NE</b> Zip Code <b>68005</b><br>County <b>SARPI</b>                                                                                                                                                      |                                                             | Business Name and Mailing Address<br>Business Name <b>BABES</b><br>Street or Other Mailing Address <b>512 GALVIN RD S</b><br>City <b>BELLEVUE</b> State <b>NE</b> Zip Code <b>68005</b><br>Nebraska Liquor License Number |                                                                                                           |
| 6 Type of Ownership<br><input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Domestic Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Nonprofit Corporation or Organization<br><input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Domesticated Corporation <input type="checkbox"/> Other |                                                             |                                                                                                                                                                                                                           | 7 Location Type<br><input type="checkbox"/> Keno Satellite <input type="checkbox"/> Keno Independent Game |

Your Social Security number and date of birth are required under the [Nebraska County and City Lottery Act](#) and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
  - If a partnership, list each partner and spouse.
  - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
  - If a limited liability company, list each member and spouse.
  - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

| Social Security Number | Name, Address, City, State, Zip Code (See instructions) | Date of Birth | Type of Involvement and Percentage of Ownership |
|------------------------|---------------------------------------------------------|---------------|-------------------------------------------------|
| 506-33-2949            | Deirdre Shew 2506 Washington St Bellevue NE 68005       | 10-18-99      | 100%                                            |
|                        |                                                         |               |                                                 |
|                        |                                                         |               |                                                 |

- 9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ Yes ☒ No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

- 10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

☐ Yes ☒ No If Yes, see instructions.

- 10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

☐ Yes ☒ No If Yes, see instructions.

- 11 Has each of the individuals listed in line 8 above complied with the [Instructions for Completing Fingerprint Application](#), or when applicable, filed a signed [Affidavit by Spouse for Waiver](#) form?

☒ Yes ☐ No (See What Must Be Filed instructions)

- 12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the [Nebraska Bingo Act](#) or the [Nebraska Pickle Card Lottery Act](#) or in any company licensed as a manufacturer-distributor pursuant to the [Nebraska County and City Lottery Act](#)?

☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.

- 13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.

- 14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the [Nebraska Bingo Act](#), the [Nebraska Pickle Card Lottery Act](#), the [Nebraska Lottery and Raffle Act](#), or the [Nebraska County and City Lottery Act](#)?

☐ Yes ☒ No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the [Nebraska County and City Lottery Act](#) and the regulations adopted under such Act.

sign  
here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:

Name **Deirdre Shew**

Title

**Owner**

Date

**8-19-26**

Daytime Phone Number

**402-3061568**

## Authorization – Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign  
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

**RESOLUTION NO. 2026-20**

**WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,**

**WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,**

**WHEREAS, Advanced has received an application for permission to operate a satellite location at 512 Galvin Road S., Bellevue, Nebraska, a business operated by Hey Babe's Inc. doing business under the name "Babe's."**

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:**

**Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Hey Babe's Inc. doing business under the name "Babe's" at 512 Galvin Road S., Bellevue, Nebraska.**

**PASSED AND APPROVED this 15<sup>th</sup> day of September, 2026.**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
9/15/2026

|                                         |                                                      |                                                      |  |
|-----------------------------------------|------------------------------------------------------|------------------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |                                                      | SUBMITTED BY: David Goedeken - Public Works Director |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/>        |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>              |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                       |  |

SUBJECT:

BPW-240124 Whitted Creek Stream Rehabilitation

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 2 bids for the construction of the Whitted Creek Stream Rehabilitation on September 2, 2026 ranging from \$3,894,289.77 to \$4,271,051.54. The engineer's estimate was \$3,503,993.84.

After the review of the bids received, the low, responsive, responsible bidder is Valley Corporation in the amount of \$3,894,289.77.

FISCAL IMPACT: \$3,894,289.77 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                                      |                                   |                             |
|----------------------------------------------------------------------|-----------------------------------|-----------------------------|
| IS THIS A CONTRACT?: YES                                             | COUNTER-PARTY: Valley Corporation | INTERLOCAL AGREEMENT:       |
| CONTRACT DESCRIPTION: BPW-240124 Whitted Creek Stream Rehabilitation |                                   |                             |
| CONTRACT EFFECTIVE DATE:                                             | CONTRACT TERM:                    | CONTRACT END DATE:          |
| PROJECT NAME: BPW-240124 Whitted Creek Stream Rehabilitation         |                                   |                             |
| START DATE:                                                          | END DATE:                         | PAYMENT DATE:               |
| CIP PROJECT NAME: Drainage Improvements                              |                                   | INSURANCE REQUIRED:         |
| CIP PROJECT NUMBER: CIPST 26(07)                                     |                                   |                             |
| STREET DISTRICT NAME (S):                                            |                                   | STREET DISTRICT NUMBER (S): |
| ACCOUNTING DISTRIBUTION CODE: 7010                                   | ACCOUNT NUMBER: 10-15-7010        |                             |

RECOMMENDATION:

City Council approve and authorize the Mayor to execute the Notice of Award and approve the Agreement with Valley Corporation in the amount not to exceed \$3,894,289.77 for construction of the Whitted Creek Stream Rehabilitation project.

ATTACHMENTS:

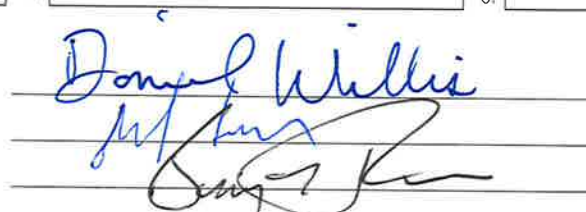
|                |                    |              |
|----------------|--------------------|--------------|
| 1. Bid Results | 2. Notice of Award | 3. Agreement |
| 4.             | 5.                 | 6.           |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# BELLEVUE PUBLIC WORKS DEPARTMENT

**PROJECT: BPW-240124 'Whitted Creek Stream Rehabilitation'**

**DATE: Wednesday, September 2, 2026**

**TIME: 9:00 A.M.**

[illegible]

## NOTICE OF AWARD

Date of Issuance: **September 15, 2026**  
Owner: **City of Bellevue** Owner's Project No.: **BPW-240124**  
Engineer: **Jacobs Engineering Group** Engineer's Project No.: **W7Y61800**  
Project: **Whitted Creek Stream Rehabilitation**  
Contract Name: **Whitted Creek Stream Rehabilitation**  
Bidder: **Valley Corporation**  
Bidder's Address: **28001 Ida Circle, P.O. Box 589, Valley, NE 68064**

You are notified that Owner has accepted your Bid dated **9/2/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

### **Whitted Creek Stream Rehabilitation**

The Contract Price of the awarded Contract is **\$3,894,289.77**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents ~~accompanies this Notice of Award or~~ has been transmitted or made available to Bidder electronically.

☐ ~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two (2)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By (signature): \_\_\_\_\_

Name (printed): Rusty Hike

Title: Mayor

Copy: David Goedeken, Public Works Director

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** ("Owner") and **Valley Corporation** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Whitted Creek Stream Rehabilitation Project is the rehabilitation of Whitted Creek using structural and natural channel design methods to control flow and stabilize the creek.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Whitted Creek Steam Rehabilitation Project; City of Bellevue, Nebraska; BPW-240124.**

## ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **the Jacobs Engineering Group for the City of Bellevue Public Works.**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **May 15, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 15, 2027**.

4.03 ~~*Contract Times: Days*~~

4.04 ~~*Milestones*~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1500.00** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
  - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1<sup>st</sup> OR 3<sup>rd</sup> Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95 percent** of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **twelve (12)** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney). To be provided by the Contractor with the executed agreement.
    - b. Payment bond (together with power of attorney). To be provided by the Contractor with the executed agreement.
  3. Insurances – To be provided by the Contractor with the executed agreement.
  4. Standard General Conditions of the Construction Contract (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.
  5. Supplementary Conditions (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.
  6. Supplemental Technical Specifications (not attached but incorporated by reference) as listed in the table of contents of the project manual.
  7. Special Provisions (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of **forty-one (41)** sheets with each sheet bearing the following general title: **Whitted Creek Stream Rehabilitation Project**.
  9. Addenda numbers **1 to 4**, inclusive (not attached but incorporated by reference).



a. Addendum title and date issued: [Addendum 1 – August 17, 2026; Addendum 2 – August 20, 2026; Addendum 3 – August 25, 2026; Addendum 4 – August 28, 2026].

10. Exhibits to this Agreement (enumerated as follows):

- a. Equipment Assessment Certification – Exhibit “A”
- b. City of Bellevue’s Affirmative Action Equal Employment Opportunity Policy Statement – Exhibit “B”

1) Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City’s Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit “B” and incorporated herein by this reference.

- c. Contractor’s Bid Proposal.

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
- 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### **8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **September 15, 2026** (which is the Effective Date of the Contract).

Owner:

City of Bellevue

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Rusty Hike

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1510 Wall Street

Bellevue, Nebraska 68005

Designated Representative:

Name: David Goedeken, PE

(typed or printed)

Title: Public Works Director

(typed or printed)

Address:

1510 Wall Street

Bellevue, Nebraska 68005

Phone: (402) 293-3025

Email: david.goedeken@bellevue.net

Contractor:

Valley Corporation

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

**Exhibit " A"**

**EQUIPMENT ASSESSMENT CERTIFICATION**

**BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING  
INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS  
UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.**

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. BPW – 240124, except that acquired since the assessment date, has been assessed for taxation for the current year in\_\_-\_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT "B"**

### ***COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT***

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.



## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

## BID FORM FOR CONSTRUCTION CONTRACT

|               |                                             |
|---------------|---------------------------------------------|
| Project Name: | Whitted Creek Stream Rehabilitation Project |
| Project No.   | BPW – 240124                                |

|                                   |                 |
|-----------------------------------|-----------------|
|                                   |                 |
| NAME OF BIDDER Valley Corporation | DATE 09/02/2026 |

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

- A. **City of Bellevue**  
**Public Works Department**  
**Attn: David Goedeken, PE**  
**Public Works Director**  
**1510 Wall Street**  
**Bellevue, Nebraska 68005**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- ~~B. List of Proposed Subcontractors;~~
- ~~C. List of Proposed Suppliers;~~
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- ~~G. [List other documents and edit above as pertinent].~~

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES****3.01 Unit Price Bids**

A. Bidder will perform the following Work at the indicated unit prices:

**ITEMIZED BID SCHEDULE****WHITTED CREEK STREAM REHABILITATION PROJECT**

| <b>BASE BID</b> |                  |                                                     |                 |             |                       |              |
|-----------------|------------------|-----------------------------------------------------|-----------------|-------------|-----------------------|--------------|
| <b>ITEM</b>     | <b>COST CODE</b> | <b>DESCRIPTION</b>                                  | <b>QUANTITY</b> | <b>UNIT</b> | <b>BID UNIT PRICE</b> | <b>COST</b>  |
| 1               | 1109.000         | MOBILIZATION/DEMOBILIZATION                         | 1               | LS          | \$294,124.06          | \$294,124.06 |
| 2               | 101.000          | INSTALL SWPPP NOTIFICATION SIGN                     | 1               | EA          | \$436.44              | \$436.44     |
| 3               | 101.001          | INSTALL SILT FENCE                                  | 210             | LF          | \$6.93                | \$1,455.30   |
| 4               | 101.003          | INSTALL CURB INLET PROTECTION                       | 2               | EA          | \$334.03              | \$668.06     |
| 5               | 101.005          | INSTALL CONSTRUCTION ENTRANCE                       | 3               | EA          | \$3,859.21            | \$11,577.63  |
| 6               | 101.007          | INSTALL CONCRETE WASHOUT                            | 1               | EA          | \$1,265.04            | \$1,265.04   |
| 7               | 102.000          | CLEARING AND GRUBBING - GENERAL                     | 1               | LS          | \$146,514.21          | \$146,514.21 |
| 8               | 103.002          | REMOVE 15" TO 18" SEWER PIPE                        | 16              | LF          | \$27.44               | \$439.04     |
| 9               | 103.003          | REMOVE 21" TO 24" SEWER PIPE                        | 67              | LF          | \$41.14               | \$2,756.38   |
| 10              | 103.005          | REMOVE 36" SEWER PIPE                               | 25              | LF          | \$59.59               | \$1,489.75   |
| 11              | 101.008          | INSTALL ROCK CHECK DAM                              | 3               | EA          | \$1,671.51            | \$5,014.53   |
| 12              | 103.102          | REMOVE CURB INLET                                   | 2               | EA          | \$936.26              | \$1,872.52   |
| 13              | 103.111          | REMOVE FLARED END SECTION (24" TO 36")              | 1               | EA          | \$766.97              | \$766.97     |
| 14              | 103.120          | REMOVE HEADWALL                                     | 1               | EA          | \$1,362.45            | \$1,362.45   |
| 15              | 103.400          | REMOVE FENCE                                        | 1,743           | LF          | \$10.55               | \$18,388.65  |
| 16              | 103.510          | REMOVE AND SALVAGE SIGN                             | 1               | EA          | \$234.40              | \$234.40     |
| 17              | 104.130          | ABANDON 24" PIPE                                    | 115             | LF          | \$88.40               | \$10,166.00  |
| 18              | 105.103          | REMOVE 7" PAVEMENT                                  | 119             | SY          | \$19.79               | \$2,355.01   |
| 19              | 105.110          | REMOVE DRIVEWAY                                     | 2               | SY          | \$77.97               | \$155.94     |
| 20              | 105.140          | REMOVE SIDEWALK                                     | 227             | SF          | \$1.47                | \$333.69     |
| 21              | 105.161          | REMOVE 5" CURB                                      | 75              | LF          | \$11.07               | \$830.25     |
| 22              | 201.001          | EXCAVATION ON-SITE - ESTABLISHED QUANTITY           | 265             | CY          | \$61.65               | \$16,337.25  |
| 23              | 201.101          | EXCAVATION HAUL-OFF - ESTABLISHED QUANTITY          | 16,917          | CY          | \$18.22               | \$308,227.74 |
| 24              | 202.000          | SUBGRADE PREPARATION                                | 212             | SY          | \$8.44                | \$1,789.28   |
| 25              | 301.006          | CONSTRUCT 6" AGREGATE BASE COURSE                   | 24              | SY          | \$38.77               | \$930.48     |
| 26              | 301.250          | INSTALL GEOTEXTILE FABRIC                           | 1,700           | SY          | \$5.87                | \$9,979.00   |
| 27              | 501.011          | CONSTRUCT 7" CONCRETE PAVEMENT (TYPE OPW 4000)      | 119             | SY          | \$97.70               | \$11,626.30  |
| 28              | 501.200          | CONSTRUCT 6" CONCRETE DRIVEWAY (TYPE OPW 3500)      | 2               | SY          | \$175.74              | \$351.48     |
| 29              | 503.000          | CONSTRUCT 4" PCC SIDEWALK                           | 227             | SF          | \$7.09                | \$1,609.43   |
| 30              | 602.001          | CONSTRUCT SHEET PILE WALL WITH CAP                  | 3,230           | SF          | \$103.65              | \$334,789.50 |
| 31              | 602.002          | CUT EXISTING SHEET PILE BELOW DEPTH OF RIFFLE APRON | 1               | LS          | \$8,785.70            | \$8,785.70   |
| 32              | 605.000          | CONSTRUCT SEGMENTAL RETAINING WALL                  | 1,965           | SF          | \$70.21               | \$137,962.65 |

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|    |          |                                                                    |        |          |             |              |
|----|----------|--------------------------------------------------------------------|--------|----------|-------------|--------------|
| 33 | 609.000  | CONSTRUCT HANDRAIL                                                 | 631    | LF       | \$421.93    | \$266,237.83 |
| 34 | 701.034  | CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 24" STORM SEWER PIPE      | 220    | LF       | \$16.01     | \$3,522.20   |
| 35 | 701.037  | CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 36" STORM SEWER PIPE      | 23     | LF       | \$33.53     | \$771.19     |
| 36 | 702.054  | CONSTRUCT 24" RCP, CLASS III                                       | 210    | LF       | \$118.13    | \$24,807.30  |
| 37 | 702.057  | CONSTRUCT 36" RCP, D(0.01) = 1,350                                 | 23     | LF       | \$175.28    | \$4,031.44   |
| 38 | 702.154  | CONSTRUCT 24" RCP, CLASS IV                                        | 10     | LF       | \$179.55    | \$1,795.50   |
| 39 | 702.804  | CONSTRUCT 24" RC FLARED END SECTION                                | 2      | EA       | \$1,856.61  | \$3,713.22   |
| 40 | 702.806  | CONSTRUCT 36" RC FLARED END SECTION                                | 1      | EA       | \$2,493.30  | \$2,493.30   |
| 41 | 702.901  | CONSTRUCT 60" I.D. STORM MANHOLE                                   | 26     | VF       | \$1,151.77  | \$29,946.02  |
| 42 | 702.920  | CONSTRUCT CURB INLET - TYPE I                                      | 2      | EA       | \$5,643.79  | \$11,287.58  |
| 43 | 802.200  | INSTALL SEEDING - TYPE B                                           | 3.82   | AC       | \$2,314.74  | \$8,842.31   |
| 44 | 802.300  | INSTALL SEEDING - TYPE CHANNEL SEED                                | 0.04   | AC       | \$2,314.74  | \$92.59      |
| 45 | 802.400  | INSTALL SEEDING - TYPE NATIVE SEED                                 | 3.03   | AC       | \$2,314.74  | \$7,013.66   |
| 46 | 802.700  | INSTALL SODDING                                                    | 269    | SY       | \$20.51     | \$5,517.19   |
| 47 | 802.800  | INSTALL HYDRO SEEDING                                              | 4.75   | AC       | \$11,345.18 | \$53,889.61  |
| 48 | 803.207  | INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - NATIVE SEED | 10,187 | SY       | \$2.34      | \$23,837.58  |
| 49 | 805.000  | CONSTRUCT TYPE A RIPRAP                                            | 133    | CY       | \$150.43    | \$20,007.19  |
| 50 | 807.003  | CONSTRUCT 72" CHAIN LINK FENCE - BLACK VINYL COATED                | 1,723  | LF       | \$55.44     | \$95,523.12  |
| 51 | 807.900  | CONSTRUCT TEMPORARY SECURITY FENCE 72"                             | 4,763  | LF       | \$16.41     | \$78,160.83  |
| 52 | 807.910  | CONSTRUCT TEMPORARY SAFETY FENCE                                   | 75     | LF       | \$11.72     | \$879.00     |
| 53 | 906.201  | TEMPORARY SIGN DAY                                                 | 3,684  | DAY      | \$1.17      | \$4,310.28   |
| 54 | 906.301  | TYPE III BARRICADE                                                 | 388    | BARR-DAY | \$1.76      | \$682.88     |
| 55 | 1002.001 | REPAIR PAVEMENT - LARGE AREA (TYPE OPW 4000)                       | 701    | SY       | \$101.30    | \$71,011.30  |
| 56 | 1002.100 | REPAIR CURB AND GUTTER                                             | 63     | LF       | \$51.67     | \$3,255.21   |
| 57 | 1002.250 | REPAIR 4" SIDEWALK - SMALL AREA                                    | 342    | SF       | \$14.36     | \$4,911.12   |
| 58 | 1002.302 | REPAIR MULTI-USE TRAIL                                             | 2,343  | SF       | \$13.77     | \$32,263.11  |
| 59 | 1102.000 | REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD                       | 52     | EA       | \$451.23    | \$23,463.96  |
| 60 | 1102.010 | REMOVE AND INSTALL NEW SPRINKLER SYSTEM DISTRIBUTION LINE          | 1,785  | LF       | \$9.96      | \$17,778.60  |
| 61 | SP3.1    | RED OZIER DOGWOOD - 1 GAL CONTAINER                                | 10     | EA       | \$56.84     | \$568.40     |
| 62 | SP3.2    | BUTTONBUSH - 1 GAL CONTAINER                                       | 18     | EA       | \$59.48     | \$1,070.64   |
| 63 | SP3.3    | ELDERBERRY - 1 GAL CONTAINER                                       | 10     | EA       | \$59.48     | \$594.80     |
| 64 | SP3.4    | SANDBAR WILLOW - 1 GAL CONTAINER                                   | 17     | EA       | \$94.05     | \$1,598.85   |
| 65 | SP3.5    | AMERICAN HAZELNUT - 1 GAL CONTAINER                                | 13     | EA       | \$63.87     | \$830.31     |
| 66 | SP3.6    | WILD PLUM - 1 GAL CONTAINER                                        | 20     | EA       | \$63.87     | \$1,277.40   |
| 67 | SP3.7    | NINEBARK - 1 GAL CONTAINER                                         | 8      | EA       | \$595.03    | \$4,760.24   |
| 68 | SP3.8    | BURR OAK - 1 GAL CONTAINER                                         | 26     | EA       | \$65.57     | \$1,704.82   |
| 69 | SP3.9    | BOXELDER MAPLE - 1 GAL CONTAINER                                   | 8      | EA       | \$213.89    | \$1,711.12   |
| 70 | SP3.10   | BLACK WILLOW - 1 GAL CONTAINER                                     | 8      | EA       | \$68.27     | \$546.16     |
| 71 | SP3.11   | HACKBERRY - 1 GAL CONTAINER                                        | 8      | EA       | \$189.57    | \$1,516.56   |
| 72 | SP3.12   | EASTERN REDBUD - 5 GAL CONTAINER                                   | 2      | EA       | \$155.29    | \$310.58     |

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|    |        |                                             |       |    |                                           |                |
|----|--------|---------------------------------------------|-------|----|-------------------------------------------|----------------|
| 73 | SP3.13 | RIVER BIRCH - 5 GAL CONTAINER               | 1     | EA | \$155.29                                  | \$155.29       |
| 74 | SP3.14 | TULIP POPLAR - 5 GAL CONTAINER              | 1     | EA | \$155.29                                  | \$155.29       |
| 75 | SP3.15 | AMERICAN SYCAMORE - 5 GAL CONTAINER         | 3     | EA | \$196.31                                  | \$588.93       |
| 76 | SP3.16 | PRAIRIE GOLD ASPEN - 5 GAL CONTAINER        | 1     | EA | \$155.29                                  | \$155.29       |
| 77 | SP3.17 | VALLEY FORGE AMERICAN ELM - 5 GAL CONTAINER | 2     | EA | \$155.29                                  | \$310.58       |
| 78 | SP3.18 | BLACK OAK - 5 GAL CONTAINER                 | 4     | EA | \$155.29                                  | \$621.16       |
| 79 | SP3.19 | GREENSPIRE LINDEN - 5 GAL CONTAINER         | 1     | EA | \$196.31                                  | \$196.31       |
| 80 | SP3.20 | NEW JERSEY TEA (CEANOTHUS AMERICANUS)       | 16    | EA | \$42.13                                   | \$674.08       |
| 81 | SP4.1  | RIFFLE MIX APRON                            | 574   | CY | \$553.32                                  | \$317,605.68   |
| 82 | SP4.2  | SOIL RIPRAP - TYPE B                        | 121   | CY | \$175.21                                  | \$21,200.41    |
| 83 | SP4.3  | CASCADE/FOOTER BOULDERS                     | 1,480 | CY | \$857.04                                  | \$1,268,419.20 |
| 84 | SP4.4  | ROCK SILL - RIFFLE MIX                      | 60    | CY | \$601.66                                  | \$36,099.60    |
| 85 | SP7.1  | BY-PASS PUMPING                             | 1     | LS | \$67,344.40                               | \$67,344.40    |
| 86 | SP8.1  | PROJECT SIGN                                | 2     | EA | \$1,577.82                                | \$3,155.64     |
| 87 | SP9.1  | POP-UP DRAIN ALLOWANCE                      | 26    | EA | \$342.21                                  | \$8,897.46     |
| 88 | SP10.1 | SURVEY STAKING                              | 1     | LS | \$17,580.33                               | \$17,580.33    |
|    |        |                                             |       |    | TOTAL CONSTRUCTION COSTS: \$ 3,894,289.77 |                |

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (~~Lump Sum and Unit Prices~~)

|                                                                        |                 |
|------------------------------------------------------------------------|-----------------|
| Total Bid Price (Total of all <del>Lump Sum and</del> Unit Price Bids) | \$ 3,894,289.77 |
|------------------------------------------------------------------------|-----------------|

~~ARTICLE 4—BASIS OF BID—COST-PLUS-FEE~~

~~4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

~~4.02 Contractor's Fee~~

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will~~

~~be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

| Costs                                                       | Percent |
|-------------------------------------------------------------|---------|
| Payroll costs (See Paragraph 13.01.B.1, General Conditions) |         |
| Materials and Installed Equipment cost (GC 13.01.B.2)       |         |
| Amounts to be paid to Subcontractors (GC 13.01.B.3)         |         |
| Amount to be paid to special consultants (GC 13.01.B.4)     |         |
| Other costs (GC 13.01.B.5)                                  |         |

~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

#### ~~4.03 — Guaranteed Maximum Price~~

~~A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

### ~~ARTICLE 5 — PRICE PLUS TIME BID~~

#### ~~5.01 — Price Plus Time Contract Award (Stipulated Price Contract)~~

~~A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|     | Description                                                         |                | Amount     |
|-----|---------------------------------------------------------------------|----------------|------------|
| A   | 1. Total Bid Price                                                  |                | \$[number] |
|     | 2. Total number of calendar days to substantially complete the Work | [number] days  |            |
|     | 3. Liquidated Damages Rate (from Agreement)                         | \$[number]/day |            |
| B   | 4. Adjustment Amount (2 x 3)                                        |                | \$[number] |
| A+B | 5. Amount for Comparison of Bids                                    |                | \$[number] |

~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

#### ~~5.02 — Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~

~~A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|   | Description                 |  | Amount     |
|---|-----------------------------|--|------------|
| A | 1. Guaranteed Maximum Price |  | \$[number] |



|     |                                                                     |                |            |
|-----|---------------------------------------------------------------------|----------------|------------|
|     | 2. Total number of calendar days to substantially complete the Work | {number} days  |            |
|     | 3. Liquidated Damages Rate (from Agreement)                         | \$(number)/day |            |
| B   | 4. Adjustment Amount (2 x 3)                                        |                | \$(number) |
| A+B | 5. Amount for Comparison of Bids                                    |                | \$(number) |

~~B. The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

## ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

~~6.02 Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

~~6.03 Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

~~6.04~~ 6.03 Bidder agree that the start date for the work will be ten (10) days after the issuance of the Notice to Proceed.

## ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

### 7.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### 7.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

### 7.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date   |
|-----------------|-----------------|
| No. 1           | August 17, 2026 |

|       |                                                   |
|-------|---------------------------------------------------|
| No. 2 | Dated August 13, 2026 (Came out August 20, 2026.) |
| No. 3 | August 25, 2026                                   |
| No. 4 | August 28, 2026                                   |

## ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 8.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder ~~has~~ is highly recommended to have visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**8.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Valley Corporation

(typed or printed name of organization)

By:



(individual's signature)

Name: Jeff Grady

(typed or printed)

Title: Vice-President

(typed or printed)

Date: 09/02/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Ryan Borer

(typed or printed)

Title: Estimator

(typed or printed)

Date: 09/02/2026

(typed or printed)

Address for giving notices:

28001 Ida Circle, P.O. Box 589  
Valley, NE 68064

Bidder's Contact:

Name: Jeff Grady

(typed or printed)

Title: Vice-President

(typed or printed)

Phone: 402-359-2578

Email: jeff@valleycorp.com

Address:

28001 Ida Circle  
P.O. Box 589  
Valley, NE 68064

Bidder's Contractor License No.: (if applicable) 21817

## TABLE OF CONTENTS

### Pages

### FRONT ENDS DOCUMENTS

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|------------------|-------------------------------------------------------|
| 00 10 00-1 ..... | Invitation to Bid                                     |
| C-200 .....      | Instructions to Bidders                               |
| C-410 .....      | Bid Form                                              |
| C-430 .....      | Bid Bond                                              |
| C-510 .....      | Notice of Award                                       |
| C-520 .....      | Agreement between Owner and Contractor                |
| Exhibit A .....  | Equipment Assessment Certification                    |
| Exhibit B .....  | Affirmative Action Equal Opportunity Policy Statement |
| C-550 .....      | Notice to Proceed                                     |
| C-610 .....      | Performance Bond                                      |
| C-615 .....      | Payment Bond                                          |
| C-700 .....      | Standard General Conditions                           |
| C-800 .....      | Supplementary Conditions                              |

### SPECIFICATIONS

#### ATTACHMENT A – TECHNICAL SPECIFICATIONS

|                     |                              |       |
|---------------------|------------------------------|-------|
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| Special Provision 7 | Dewatering .....             | 10-13 |
| Special Provision 8 | Project Sign .....           | 15    |
| Special Provision 9 | Pop-Up Drain Allowance ..... | 16    |

### DRAWINGS (BOUND SEPARATELY)

END OF SECTION

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**16b.**  
**9/15/2026**

|                                                 |                                                      |                                                           |  |
|-------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------|--|
| COUNCIL MEETING DATE: <b>September 15, 2026</b> |                                                      | SUBMITTED BY: <b>Dave Goedecken-Public Works Director</b> |  |
| AGENDA ITEM:                                    | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/>             |  |
| LIQUOR LICENSE <input type="checkbox"/>         | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>                   |  |
| RESOLUTION <input type="checkbox"/>             | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                            |  |

**SUBJECT:**

**BPW 250114 WW26(08) Landings Lift Station Upgrades - Amendment No. 2**

**SYNOPSIS/BACKGROUND:**

HDR Amendment No. 2 is to provide additional professional engineering services for the design of the lift station located on the west side of 36th Street. Completion of the revised design of the sewer, force main, and lift station including new electrical and evaluation of the backup generator. Revision and completion of permanent and temporary easements. The services include: additional design; topographic survey; geotechnical survey; re-submittal of the NDWEE permit.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

|                                                                                                                         |                                                                      |                                            |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------|
| IS THIS A CONTRACT?: <input type="text" value="YES"/>                                                                   | COUNTER-PARTY: <input type="text" value="HDR"/>                      | INTERLOCAL AGREEMENT: <input type="text"/> |
| CONTRACT DESCRIPTION: <input type="text" value="BPW 250114 WW26(08) Landings Lift Station Upgrades - Amendment No. 2"/> |                                                                      |                                            |
| CONTRACT EFFECTIVE DATE: <input type="text"/>                                                                           | CONTRACT TERM: <input type="text"/>                                  | CONTRACT END DATE: <input type="text"/>    |
| PROJECT NAME: <input type="text" value="BPW 250114 WW26(08) Landings Lift Station Upgrades"/>                           |                                                                      |                                            |
| START DATE: <input type="text"/>                                                                                        | END DATE: <input type="text"/>                                       | PAYMENT DATE: <input type="text"/>         |
| CIP PROJECT NAME: <input type="text"/>                                                                                  |                                                                      | INSURANCE REQUIRED: <input type="text"/>   |
| CIP PROJECT NAME: <input type="text" value="Landings Lift Station Upgrades"/>                                           |                                                                      |                                            |
| STREET DISTRICT NAME (S): <input type="text"/>                                                                          | STREET DISTRICT NUMBER (S): <input type="text" value="CIPWW26(08)"/> |                                            |
| ACCOUNTING DISTRIBUTION CODE: <input type="text" value="WW-20-74LCS"/>                                                  | ACCOUNT NUMBER: <input type="text" value="7000"/>                    |                                            |

**RECOMMENDATION:**

City Council approve and authorize the Mayor to sign the Amendment No. 2 between the City of Bellevue and HDR for The Landings Lift Station Project in the amount not to exceed \$83,900.00 which is a total of \$325,520.00 for completion of the design.

**ATTACHMENTS:**

|                                                 |                         |                         |
|-------------------------------------------------|-------------------------|-------------------------|
| 1. <input type="text" value="Amendment No. 2"/> | 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:





AMENDMENT NO. TWO TO AGREEMENT  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 3, 2025 to perform engineering services for City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: HDR will provide Services for the Project as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$83,900.00 to \$325,520.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF BELLEVUE, NEBRASKA ("OWNER")

By: *Ann Williams*  
Ann Williams (07/27/2026 09:33:59 CDT)

By: \_\_\_\_\_

Title: Senior Vice President

Title: Mayor

Date: 07/27/2026

Date: \_\_\_\_\_

**EXHIBIT A  
AMENDMENT NO. TWO**

**SCOPE OF SERVICES**

**PART 1.0 PROJECT DESCRIPTION:**

HDR completed an evaluation to determine the best location for the proposed Landings Lift Station. The previously selected site was not amenable to the landowner. The revised recommended location for the lift station is on the west side of 36<sup>th</sup> Street, approximately 500 FT south of Landings Drive.

The design of the gravity sewer, lift station, and force main will be revised to reflect the new location. The redesign effort will include additional topographic survey, geotechnical investigation, floodplain permit development, and easement acquisition.

This Amendment No. Two is for the redesign, permitting, and easement acquisition for the Landings Collection System Improvements as detailed in the HDR Memorandum dated July 10, 2026.

**Amendment No. Two Items of Work:**

1. Topographic survey of the revised gravity sewer and force main alignment and lift station location on the west side of 36<sup>th</sup> Street.
2. Geotechnical investigation for the revised alignment and lift station location.
3. Completion of the revised design of the gravity sewer, force main, and lift station including a new electrical service and evaluation of a backup generator.
4. Definition of a new permanent easement and a temporary easement on the west side of 36<sup>th</sup> Street.
5. Revision of the permanent and temporary easements for the Gau property.
6. Completion of the easement negotiations.
7. Development of the floodplain permit for the new lift station location.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

**TASK SERIES 100 – PROJECT MANAGEMENT – ADDITIONAL DESIGN**

**Objective:** Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management.

**HDR Activities** **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.

## **TASK SERIES 200 – DATA COLLECTION**

**Objective:** Completion of geotechnical investigation and topographic survey.

**HDR Activities** **210 – Geotechnical Investigation**

- Complete the geotechnical investigation for the lift station, gravity sewer, and bored crossings.
- Complete the geotechnical report.

**220 – Topographic Survey**

- Complete topographic survey.
- Complete boundary survey to the extent required for the preparation of the easement exhibits.
- Prepare the permanent and temporary easement exhibits for the property on the west side of 36<sup>th</sup> Street for one tract.
- Revise the permanent and temporary easement exhibits for the Gau property.

## **TASK 300 - DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW**

**Objective:** Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

**HDR Activities** **340 – Develop Plans and Specifications to 95%**

- Revise the plans for the gravity sewer, lift station, and force main to reflect the revised lift station location and sewer alignments.
- Provide plans to the utility companies and request information on existing infrastructure.
- Coordination with MUD for the 60 IN main site limitations.
- Follow up on utility existing infrastructure.
- Incorporate the utility information into the plans
- Define the permanent and temporary easement limits.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Revise and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

### **350 – Submittal and Review Meeting**

- Submit PDF of plans and specifications to the OWNER for review.
- Attend one plan review meeting at OWNER offices.
- Summarize and distribute meeting notes.

### **360 – Permit Submittals**

- Incorporate OWNER review comments.
- Complete electronic submittal of plans and specifications to Nebraska Department of Water Environment and Energy for review and approval.

**Deliverables:** 95 percent contract documents for review.  
100 percent bidding documents.  
Revised NDWEE submittal.

## **TASK SERIES 400 – RIGHT OF WAY SERVICES**

**Objective:** Provide ROW services for the acquisition of the permanent and temporary easements for the proposed collection system for the property on the west side of 36<sup>th</sup> Street and the revision of the permanent and temporary easements for the Gau property.

### **HDR Activities      410 – Title and Valuation Research West Side Property**

- Research Ownership and encumbrances of parcels to be acquired.
- Provide title certificate.
- Coordinate clearing of any clouds on title as necessary.
- Obtain and review appraisals.

### **420 – Exhibits**

- Prepare temporary and permanent easement exhibits and legal descriptions for one tract.

### **430 – Property Owner Contacts**

- Documentation of owner contacts in a Field Journal.
- Secure Right-of-Entry from property owner in advance of survey.
- Conduct a total of two in-person informational and negotiation meetings with property owners.
- Provide accepted, signed, and notarized temporary and permanent easement documents to City for approval.
- Record executed permanent easements at Sarpy County Register of Deeds.

## **TASK SERIES 500 – FLOODPLAIN MANAGEMENT COMPLIANCE**

**Objective:** Address Section 11988 Floodplain Management compliance.

**Activities** **510 – Floodplain Permit**

- Update hydraulic model, floodplain permit application, and accompanying technical memorandum to address the revised location and design of the lift station and appurtenant features.

**Assumptions:**

1. Consistent with previous work, the hydraulic analysis will be based on the preliminary FIS. Hydraulic modeling will be performed using HEC-RAS 6.6. It is assumed that hydraulic impacts associated with the proposed project will be limited to minor, permissible changes in the Big Papillion Creek floodway fringe. No hydraulic modeling of Big Elk Creek is included. A FEMA map revision is not included.

### **PART 3.0 AUTHORIZATION**

OWNER will provide written authorization for the work. Work will not proceed without authorization.

### **PART 4.0 OWNER'S RESPONSIBILITIES:**

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Provide information on existing sanitary sewers.
2. Payment of all permit fees.
3. Timely review of submitted documents – estimated two weeks.

### **PART 5.0 PERIODS OF SERVICE:**

|                      |                        |
|----------------------|------------------------|
| Notice to Proceed    | August 5, 2026         |
| 95 Percent submittal | September 25, 2026     |
| NDWEE submittal      | October 9, 2026        |
| Notice to Bidders    | October 14, 2026       |
| Construction         | March - September 2027 |

**EXHIBIT B**  
**TERMS AND CONDITIONS**



# EXHIBIT C

CITY OF BELLEVUE - LANDINGS AMENDMENT NO. TWO  
Estimated Man-hours and Fee Summary  
July 21, 2026

| ESTIMATED MANHOURS SUMMARY                |        |            |                |       |                 |                 |             |                      |                |          |                  |       |
|-------------------------------------------|--------|------------|----------------|-------|-----------------|-----------------|-------------|----------------------|----------------|----------|------------------|-------|
| TASK SERIES                               | PM     | CONTROLLER | CIVIL ENGINEER | CAD   | WATER RESOURCES | WATER RESOURCES | SPEC EDITOR | ELECTERICAL ENGINEER | ELECTRICAL CAD | ROW      | PROCESS ENGINEER | TOTAL |
| Task 100 Project Management               | KOENIG | DEVNEY     | SCHMOEKER      | ORTIZ | OMER            | WHITLEY         | CUMMINS     | HUNWELL              | EDWARDS        | MUEHLICH | JACK             |       |
| 110 Project Management                    | 6      | 4          |                |       |                 |                 |             |                      |                |          |                  | 10    |
| Subtotal Task 100                         | 6      | 4          | 0              | 0     | 0               | 0               | 0           | 0                    | 0              | 0        | 0                | 10    |
| Task 200 Data Collection                  |        |            |                |       |                 |                 |             |                      |                |          |                  |       |
| 210 Geotech Investigation                 |        |            |                |       |                 |                 |             |                      |                |          |                  | 0     |
| 220 Topo Survey                           |        |            |                |       |                 |                 |             |                      |                |          |                  | 0     |
| Subtotal Task 200                         | 0      | 0          | 0              | 0     | 0               | 0               | 0           | 0                    | 0              | 0        | 0                | 0     |
| Task 300 - Design                         |        |            |                |       |                 |                 |             |                      |                |          |                  |       |
| 340 95 Percent Plans                      | 8      |            | 24             | 40    |                 |                 | 6           | 26                   | 16             |          | 8                | 128   |
| 350 Submittal Review Meetings             | 2      |            | 2              |       |                 |                 |             |                      |                |          |                  | 4     |
| 360 Permit Submittals                     |        |            | 2              | 4     |                 |                 |             |                      |                |          |                  | 6     |
| Subtotal Task 300                         | 10     | 0          | 28             | 44    | 0               | 0               | 6           | 26                   | 16             | 0        | 8                | 138   |
| Task 400 Right of Way Services            |        |            |                |       |                 |                 |             |                      |                |          |                  |       |
| 410 Title and Valuation Research          |        |            |                |       |                 |                 |             |                      |                |          |                  | 0     |
| 430 Property Owner Contacts               |        |            |                |       |                 |                 |             |                      |                | 56       |                  | 56    |
| Subtotal Task 400                         | 0      | 0          | 0              | 0     | 0               | 0               | 0           | 0                    | 0              | 56       | 0                | 56    |
| Task 500 Floodplain Management Compliance |        |            |                |       |                 |                 |             |                      |                |          |                  |       |
| 510 Floodplain Permit                     |        |            |                |       | 24              | 44              |             |                      |                |          |                  | 68    |
| Subtotal Task 500                         | 0      | 0          | 0              | 0     | 24              | 44              | 0           | 0                    | 0              | 0        | 0                | 68    |
| TOTAL                                     | 16     | 4          | 28             | 44    | 24              | 44              | 6           | 26                   | 16             | 56       | 8                | 272   |

| DIRECT COSTS                              |                 |         |         |                    |                    |            |            |
|-------------------------------------------|-----------------|---------|---------|--------------------|--------------------|------------|------------|
| Task Series                               | Travel Expenses |         | Postage | Print & Photo-copy | Mapping and Photos | Misc.      | Total      |
| Task 100 Project Management               | Mileage         | Cost    |         |                    |                    |            |            |
| 110 Project Management                    |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| Task 200 Data Collection                  |                 |         |         |                    |                    |            |            |
| 210 Geotech Investigation                 |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| 220 Tono Survey                           |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| Task 300 - Design                         |                 |         |         |                    |                    |            |            |
| 340 95 Percent Plans                      |                 | \$0.00  |         | \$28.00            |                    |            | \$28.00    |
| 350 Submittal Review Meeting              | 24              | \$16.80 |         |                    |                    |            | \$16.80    |
| 360 Permit Submittals                     |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| Task 400 Right of Way Services            |                 |         |         |                    |                    |            |            |
| 410 Title and Valuation Research          |                 | \$0.00  |         |                    |                    | \$3,475.00 | \$3,475.00 |
| 430 Property Owner Contacts               |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| Task 500 Floodplain Management Compliance |                 |         |         |                    |                    |            |            |
| 510 Floodplain Permit                     |                 | \$0.00  |         |                    |                    |            | \$0.00     |
| Task 708 Additional Irrigation Design     |                 |         |         |                    |                    |            |            |
|                                           |                 | \$16.80 | \$0.00  | \$28.00            | \$0.00             | \$3,475.00 | \$3,519.80 |

| FEE SUMMARY                               |             |      |                    |                   |                    |                    |
|-------------------------------------------|-------------|------|--------------------|-------------------|--------------------|--------------------|
| Task Series                               | Total Hours |      | Total Labor        | Direct Costs      | Subconsultants     | Total              |
| Task 100 Project Management               |             |      |                    |                   |                    |                    |
| 110 Project Management                    | 10          | 3.18 | \$2,389.90         | \$0.00            |                    | \$2,389.90         |
| Task 200 Data Collection                  |             |      |                    |                   |                    |                    |
| 210 Geotech Investigation                 | 0           | 3.18 | \$0.00             | \$0.00            | \$16,500.00        | \$16,500.00        |
| 220 Topo Survey                           | 0           | 3.18 | \$0.00             | \$0.00            | \$7,634.00         | \$7,634.00         |
| Task 300 - Design                         |             |      |                    |                   |                    |                    |
| 340 95 Percent Plans                      | 128         | 3.18 | \$28,885.15        | \$28.00           |                    | \$28,913.15        |
| 350 Submittal Review Meeting              | 4           | 3.18 | \$1,141.05         | \$16.80           |                    | \$1,157.85         |
| 360 Permit Submittals                     | 6           | 3.18 | \$1,331.78         | \$0.00            |                    | \$1,331.78         |
| Task 400 Right of Way Services            |             |      |                    |                   |                    |                    |
| 410 Title and Valuation Research          | 0           | 3.18 | \$0                | \$3,475.00        |                    | \$3,475.00         |
| 430 Property Owner Contacts               | 56          | 3.18 | \$10,083           | \$0.00            |                    | \$10,082.89        |
| Task 500 Floodplain Management Compliance |             |      |                    |                   |                    |                    |
| 510 Floodplain Permit                     | 68          | 3.18 | \$12,415.86        | \$0.00            |                    | \$12,415.86        |
| <b>TOTAL</b>                              | <b>272</b>  |      | <b>\$56,246.63</b> | <b>\$3,519.80</b> | <b>\$24,134.00</b> | <b>\$83,900.43</b> |

\$2,390

\$24,134

\$31,403

\$13,558

\$12,416

\$83,900

TOTAL:

\$ 83,900

16c.  
9/15/2026

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                          |                                                      |                                                |  |
|------------------------------------------|------------------------------------------------------|------------------------------------------------|--|
| COUNCIL MEETING DATE: September 15, 2026 |                                                      | SUBMITTED BY: David Geodeken, PE - PW Director |  |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/>  |  |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>        |  |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                 |  |

SUBJECT:

BPW-240124 Whitted Creek Stream Rehabilitation - Amendment 1

SYNOPSIS/BACKGROUND:

On March 5, 2024, the Council approved an agreement with Jacobs Engineering Group to provide design engineering services for the Whitted Creek Stream Rehabilitation. Amendment 1 will allow Jacobs to provide services during construction, to include contract administration, construction observation, and materials testing.

FISCAL IMPACT: \$179,580.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                                                    |                                         |                              |
|------------------------------------------------------------------------------------|-----------------------------------------|------------------------------|
| IS THIS A CONTRACT?: YES                                                           | COUNTER-PARTY: Jacobs Engineering Group | INTERLOCAL AGREEMENT:        |
| CONTRACT DESCRIPTION: BPW-240124 Whitted Creek Stream Rehabilitation - Amendment 1 |                                         |                              |
| CONTRACT EFFECTIVE DATE:                                                           | CONTRACT TERM:                          | CONTRACT END DATE:           |
| PROJECT NAME: BPW-240124 Whitted Creek Stream Rehabilitation - Amendment 1         |                                         |                              |
| START DATE:                                                                        | END DATE:                               | PAYMENT DATE:                |
| CIP PROJECT NAME: Drainage Improvements                                            |                                         | CIP PROJECT NUMBER: ST26(07) |
| STREET DISTRICT NAME (S):                                                          |                                         | STREET DISTRICT NUMBER (S):  |
| ACCOUNTING DISTRIBUTION CODE: 7010                                                 | ACCOUNT NUMBER: 10-15                   |                              |

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign Amendment 1 to the agreement between the City of Bellevue and Jacobs Engineering Group for Whitted Creek Stream Rehabilitation in the amount of \$179,580.00.

ATTACHMENTS:

|                    |    |    |
|--------------------|----|----|
| 1. Amendment No. 1 | 2. | 3. |
| 4.                 | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Challenging today.  
Reinventing tomorrow.

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT** Whitted Creek 25<sup>th</sup> St. Lynnwood to Blackhawk  
**NAME:** CIPST (07) M146(271A) **PROJECT**  
**CLIENT:** City of Bellevue, NE **NUMBER:** BPW-240124  
**ADDRESS:** 1510 Wall St, Bellevue, NE 68005

hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

**SCOPE OF SERVICES:** See Attachment A1 – Scope of Services

**COMPENSATION to be on a basis of:**

Jacobs established hourly rates as set forth in Amendment 1 Attachment B1, plus reimbursement of Jacobs' Direct Expenses including technical and professional services & expenses furnished by an outside source, are increased by One Hundred Seventy-Nine Thousand, Five Hundred Eighty dollars (\$179,580), increasing the not-to-exceed amount from \$696,558 to \$876,138. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B1 for Compensation

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: John G. Stewart  
Title: Vice President / Sr. Civil Engineer  
Date: August 19, 2026

## PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per

month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.



## **Attachment A1**

### **AMENDMENT 1 – SCOPE OF SERVICES**

#### **Whitted Creek 25<sup>th</sup> St. Lynnwood to Blackhawk Services During Construction**

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as Whitted Creek Rehabilitation at Nottingham Drive Design Services (PROJECT).

#### **Project Description**

This is Amendment No. 1 to the Professional Services Agreement for Whitted Creek 25<sup>th</sup> St Lynnwood to Blackhawk CIPST(07) M146(271A) dated March 5, 2024, between CLIENT and JACOBS. Amendment No. 1 of the PROJECT includes the addition of Services During Construction (SDC's).

The primary components of Amendment No. 1 are the following:

- Additional project management
- Full-time oversight of the above-mentioned PROJECT, which include the following categories: pre-construction, construction, project closeout, and material testing. In every category mentioned above, grant coordination related to the project will occur amongst the parties involved.

JACOBS anticipates the staffing requirements for this contract will consist of one (1) construction manager and one (1) construction observer. Variation of this estimate is expected due to factors beyond JACOBS' control such as contractor operations, field changes, requested support service, or other situations that may occur. JACOBS will notify the CLIENT immediately if requested services exceed this fee estimate.

The Work to be performed under this amendment will consist of providing services during construction and contract administration to support the construction of the improvements outlined in the Contract Documents for the construction of the Whitted Creek Stream Rehabilitation project required for the City of Bellevue with the following major tasks:

1. Rehabilitation of the creek using structural and natural channel methods to control flow and stabilize the creek.
2. Installation of retaining walls, railings, chain link fence and landscaping.
3. Roadway improvements along Nottingham Drive with curb inlet and storm sewer on 24<sup>th</sup> Street.

## **Scope of Services**

### **1 Project Management**

#### **1.1 Project Administration**

JACOBS will provide additional project management during the SDC phase, which will include:

- Create SharePoint structure for document controls and coordination with the CLIENT.
- Coordinate and report on existing Grants related to the PROJECT.
- Prepare monthly invoices and progress reports.

#### **1.2 Progress Meetings**

Jacobs will continue to provide monthly project updates as part of this Amendment No. 1.

##### **Task 1 Deliverables**

Monthly progress meeting agendas and summaries, invoices, and status reports.

### **2 Utility Coordination and Field Assessments**

No additional services are to be provided as part of this Amendment No. 1.

### **3 Preliminary Design**

No additional services are to be provided as part of this Amendment No. 1.

### **4 Final Design**

No additional services are to be provided as part of this Amendment No. 1.

### **5 Permitting**

No additional services are to be provided as part of this Amendment No. 1.

### **6 Grant Administration Support**

Additional services for Task 6 Grant Administration Support will be included as part of Amendment No. 1. For those subtasks that are not listed, no additional services are to be performed as part of Amendment No. 1.

#### **6.3 Construction Grant Support**

- Coordinate and report on existing Grants related to construction of the PROJECT.

##### **Task 6 Deliverables**

Documentation for the CLIENT to submit status updates during construction.

## 7 Public Involvement

No additional services are to be provided as part of this Amendment No. 1.

## 8 Services During Construction

Task 8 is being added as part of Amendment No. 1 and assumes a construction duration of no more than 6 months; with an anticipated construction start date of October 5, 2026.

A breakdown of the assumed phase durations is as follows:

- Pre-Construction Period – 45-day pre-construction period for the contractor to procure materials and prepare submittals.
- Construction Period – The PROJECT construction duration will be no more than six (6) months. Construction Oversight will be defined as follows:
  - First four (4) weeks – 5 days a week / 8 hours a day
  - Next ten (10) weeks – 5 days a week / 4 hours a day
  - Final twelve (12) weeks – 5 days a week / 8 hours a day
- Construction Closeout – Closeout is anticipated to be 30 days.

These phases and the associated services to be performed are defined as follows:

### 8.1 Pre Construction

Pre-construction tasks include the following:

- Pre-Construction Meeting; coordinate with the CLIENT on date, time, and venue; invitations; develop and distribute an agenda; and develop a meeting summary.
- Take, document, and provide pre-construction photos.
- Review pre-construction submittals and requests for information (RFI's).

### 8.2 Construction

Construction tasks include the following:

- Take, document, and provide construction activity photos.
- During the first ten (10) weeks of the project prepare weekly meeting agendas, conduct weekly progress meetings, and distribute weekly meeting summaries to the CLIENT, contractor, and project team.
- During the final sixteen (16) weeks of the project prepare biweekly meeting agendas, conduct biweekly progress meetings, and distribute biweekly meeting summaries to the CLIENT, contractor, and project team.
- Record and maintain project field diaries, quantities, files, and records.
- Input daily diary and quantities in the weekly progress reports.
- Send daily diaries electronically to the CLIENT Project Manager on a weekly basis.
- Submit weekly progress reports to the general contractor and CLIENT Construction Manager for review and approval on a weekly basis.
- Monitor the construction activities for compliance with the plans and specifications.
- Inspection of the erosion control measures will occur a minimum of at least once every seven (7) calendar days, excluding nonbusiness hours for compliance with Nebraska Department of Environment and Energy Construction Storm Water General Permit NER210000.
- Responsible for the review, tracking, and administration of Field Orders (FO's), Work Change Directives (WCD's), Requests for Quote (RFQ's) required for the completion of

the project.

- Track and monitor the completion of record drawings markups prepared by the contractor.
- Collaborate and resolve issues as they arise with the construction field team.
- Coordinate and communicate daily with the general contractor.
- Collect material delivery tickets, verify conformance to the plans and specifications, organize and file accordingly.
- Communicate changes in scope or issues on the PROJECT as they arise with CLIENT Construction Manager.
- Review progress payment applications which will then be processed by the City of Bellevue Project Manager.
- Track contractor submittal schedule of technical project submittals to determine if they are being submitted in a timely manner. Monitor transmittal of submittals to and from Design Engineer for execution.
- Request and review on a monthly basis updated contractor Critical Path Method (CPM) schedule to determine if contractor is falling behind.
- RFI's and Submittals – 2 hours per RFI (assume 30); 4 hours per Submittal (assume 15 submittals and 5 resubmittals).
- Coordinate materials testing with a third party (Thiele Geotech, Inc.).
  - Observe third party performance all necessary materials testing to check that they are done in conformance with the City of Bellevue Materials and Testing Manual.
  - Acquire, record, and provide all necessary material certifications.
  - Provide test reports and certifications to the CLIENT Project Manager within one (1) day of performing the test or receiving the material certifications.

### **8.3 Construction Closeout**

Construction closeout tasks include the following:

- Schedule and conduct substantial and final completion PROJECT walkthroughs/inspections.
- Prepare and submit punch list to the general contractor and CLIENT Construction Manager.
- Verify PROJECT work has been completed, inspected, and in general conformance with the Contract Documents for construction.
- Prepare and provide a full-size set of contract drawing markups to the CLIENT upon completion of the project for use by design team to develop the record drawings.
- Organize and deliver project related files, both electronic and hard copy, to the CLIENT upon final acceptance.

## **Assumptions**

Assumptions as identified in the originally contracted scope of services shall apply to services being performed as part of Amendment No. 1. Additional assumption as part of Amendment No. 1 includes the following:

- Awarded contractor will execute the required construction surveying under their contract; services include: Identifying and marking the limits of construction; establish horizontal and vertical control and perform necessary construction staking.

- Contractor to acquire necessary permits and licenses required to execute project.
- City and/or contractor to address required permit payments.
- Requests for Information (RFI's) will be addressed in seven (7) working days and Submittals will be addressed in fourteen (14) working days.
- Contractor to perform public involvement activities.

## **ARTICLE 2 - Schedule**

Amendment No. 1 will extend the project period of performance to July 31, 2027.



## **ARTICLE 3 - Compensation**

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B1.

**Attachment B1**  
**AMENDMENT 1 – COMPENSATION**  
**Whitted Creek 25<sup>th</sup> St. Lynnwood to Blackhawk**  
**Service During Construction**

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A1, Scope of Services, will be as follows:

**A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)**

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of five (5) percent for subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars (\$90) per hour will be applied to international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

**B. BUDGET**

The maximum cost for Amendment 1, as defined by services described in the Scope of Services outlined in Attachment A1 is One Hundred Seventy-Nine Thousand, Five Hundred Eighty dollars (\$179,580), increasing the contract not to exceed values from \$696,558 to \$876,138, which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$876,138 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

**C. DIRECT EXPENSES**

Direct Expenses are those necessary costs and charges incurred for the PROJECT including but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 2 below.

**Table 2**

Schedule of Hourly Rates, 2025\*

PROJECT NAME: Whitted Creek 25th St. Lynnwood to Blackhawk - Amendment 1

| Staff Name                | Hourly Rate | Task 1 Hours | Task 2 Hours | Task 3 Hours | Task 4 Hours | Task 5 Hours | Task 6 Hours | Task 7 Hours | Task 8 Hours | Total      |
|---------------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|
| Project Manager           | \$ 250.00   | 6            | 0            | 0            | 0            | 0            | 3            | 0            | 9            | 18         |
| Design Manager / Engineer | \$ 195.00   | 9            | 0            | 0            | 0            | 0            | 0            | 0            | 77           | 86         |
| Construction Manager      | \$ 160.00   | 0            | 0            | 0            | 0            | 0            | 0            | 0            | 150          | 150        |
| Construction Observation  | \$ 140.00   | 0            | 0            | 0            | 0            | 0            | 0            | 0            | 880          | 880        |
| Grant Administrator       | \$ 185.00   | 0            | 0            | 0            | 0            | 0            | 6            | 0            | 0            | 6          |
| Total Labor Hours         |             | 15           | 0            | 0            | 0            | 0            | 9            | 0            | 1116         | 1140       |
| Total Labor Costs         | \$ 3,255    | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 1,860     | \$ -         | \$ 164,465   | \$ 169,580 |
| Expenses                  | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 3,000     | \$ 3,000   |
| Subconsultant Costs       | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 7,000     | \$ 7,000   |
| Total Costs               |             | \$ 3,255     | \$ -         | \$ -         | \$ -         | \$ -         | \$ 1,860     | \$ -         | \$ 174,465   | \$ 179,580 |

\*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2026. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

|                                                                        |                                           |
|------------------------------------------------------------------------|-------------------------------------------|
| Mileage Rate                                                           | Current IRS audit rate at time of service |
| Other related consumable supplies (field equipment and supplies, etc.) | Actual                                    |
| Postage, freight                                                       | Actual                                    |
| Travel costs (airfare, hotel, car rental, meals, etc.)                 | Actual                                    |
| Subcontractors and Outside Services                                    | Actual + 5 percent                        |

16d.  
9/15/2026

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                          |                                                      |                                                    |                          |
|------------------------------------------|------------------------------------------------------|----------------------------------------------------|--------------------------|
| COUNCIL MEETING DATE: September 15, 2026 |                                                      | SUBMITTED BY: David Goedeken-Public Works Director |                          |
| AGENDA ITEM:                             | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION                               | <input type="checkbox"/> |
| LIQUOR LICENSE <input type="checkbox"/>  | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING                                     | <input type="checkbox"/> |
| RESOLUTION <input type="checkbox"/>      | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER                                              | <input type="checkbox"/> |

SUBJECT:

BPW 240802 Bellevue Entertainment District - Change Order No. 5 to excavate storm ditch and construct type b RIPRAP

SYNOPSIS/BACKGROUND:

Vrana Civil Change Order No. 5 in the amount of \$12,645.00 to install storm ditch and construct Type B RIPRAP for the Bellevue Entertainment District Water Park bringing Change Orders No. 1, (\$76,425.47), Change Order No. 2 (\$259,385.84), Change Order No. 3 (\$50,181.50) and Change Order No. 4 (\$532,125.16) and this Change Order No. 5 (\$12,645.00) to a total of \$930,762.97 in Change Orders.

FISCAL IMPACT: \$12,645.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                            |                                 |                       |
|------------------------------------------------------------|---------------------------------|-----------------------|
| IS THIS A CONTRACT?: YES                                   | COUNTER-PARTY: Vrana Civil      | INTERLOCAL AGREEMENT: |
| CONTRACT DESCRIPTION:                                      |                                 |                       |
| CONTRACT EFFECTIVE DATE:                                   | CONTRACT TERM:                  | CONTRACT END DATE:    |
| PROJECT NAME: Bellevue Entertainment District - BPW 240802 |                                 |                       |
| START DATE:                                                | END DATE:                       | PAYMENT DATE:         |
| INSURANCE REQUIRED:                                        |                                 |                       |
| CIP PROJECT NAME:                                          | CIP PROJECT NUMBER: CIPPW26(06) |                       |
| STREET DISTRICT NAME (S):                                  | STREET DISTRICT NUMBER (S):     |                       |
| ACCOUNTING DISTRIBUTION CODE: 7020                         | ACCOUNT NUMBER: 10-10-7020      |                       |

RECOMMENDATION:

Approve and authorized the Mayor to sign Change Order No. 5 between the City of Bellevue and Vrana Civil in the amount not to exceed \$12,645.00 to excavate storm ditch and construct RIPRAP for the Bellevue Entertainment District.

ATTACHMENTS:

|                       |    |    |
|-----------------------|----|----|
| 1. Change Order No. 5 | 2. | 3. |
| 4.                    | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## CHANGE ORDER

No. 5

Project: Bellevue Entertainment District  
Owner: City of Bellevue  
Contractor: Vrana Civil

Date: September 4, 2026  
Project No.: 024-03706

You are directed to make the following changes in this Contract:

| Item No. | Description                    | Unit | Quantity | Unit Price   | Amount       |
|----------|--------------------------------|------|----------|--------------|--------------|
| 225      | CONSTRUCT TYPE B RIPRAP        | TN   | 18.00    | \$ 90.00     | \$ 1,620.00  |
| 247      | INSTALL WATER PARK STORM DITCH | LS   | 1.00     | \$ 11,025.00 | \$ 11,025.00 |

Total \$ 12,645.00

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| The original contract sum was .....                            | \$ 2,998,559.98 |
| Net change by previously authorized Change Orders .....        | \$ 918,117.97   |
| The Contract Sum prior to this Change Order was .....          | \$ 3,916,677.95 |
| The Contract Sum will be increased by this Change Order .....  | \$ 12,645.00    |
| The New Contract Sum including this Change Order will be ..... | \$ 3,929,322.95 |

The Contract time for this project will be increased by 0 days.

The project date of Substantial Completion as of the date of this Change Order therefore is July 31, 2026.

**Note: The Substantial Completion date for improvements to Hidden Valley Drive and 10th Street south of the roundabout shall be modified to 10/31/2026.**

**Note: The Substantial Completion date for the traffic signal and sidewalks shall be modified to 4/15/2027.**

Not valid until signed by both the Owner and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time.

Recommended:

By: [Signature]  
Engineer

Accepted:

By: \_\_\_\_\_  
Owner

Accepted:

By: [Signature]  
Contractor

Date: 9/4/26

Date: \_\_\_\_\_

Date: 9/8/2026

Approved by Funding Agency (if applicable) \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                         |                                                      |                                               |  |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |                                                      | SUBMITTED BY: CDBG Specialist/ Public Works   |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

## SUBJECT:

Approve and Execute the Amendment Number 2 to the grant agreement with the University of Nebraska-Lincoln for the Nebraska Inflation Reduction Act (IRA) grant for the Bellevue Urban Forestry Management and Growth Plan.

## SYNOPSIS/BACKGROUND:

The City of Bellevue was awarded \$140,000.00 in grant funds through the University of Nebraska-Lincoln from the USDA Forest Service Inflation Reduction Act Funds for development of the Bellevue Urban Forestry Management and Growth Plan which includes the creation of a community forestry plan, annual tree plantings for two years, and increased community outreach and education for tree planting community wide. With approval of the extension amendment, the City will continue to work with the Nebraska Forest Service and the University to administer the project in line with grant requirements.

FISCAL IMPACT: 140,000.00 BUDGETED FUNDS: No GRANT/MATCHING FUNDS: Grant - Yes

## TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                                                       |                                       |                                       |
|---------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|
| IS THIS A CONTRACT?: Yes                                                              | COUNTER-PARTY: University of Nebraska | INTERLOCAL AGREEMENT:                 |
| CONTRACT DESCRIPTION: Nebraska Inflation Reduction Act (IRA) Grant Subaward Agreement |                                       |                                       |
| CONTRACT EFFECTIVE DATE: 10/01/2026                                                   | CONTRACT TERM: 1 year                 | CONTRACT END DATE: 09/30/2027         |
| PROJECT NAME: USDA IRA                                                                |                                       |                                       |
| START DATE: 10/01/2026                                                                | END DATE: 09/30/2027                  | PAYMENT DATE: INSURANCE REQUIRED: Yes |
| CIP PROJECT NAME:                                                                     | CIP PROJECT NUMBER:                   |                                       |
| STREET DISTRICT NAME (S):                                                             | STREET DISTRICT NUMBER (S):           |                                       |
| ACCOUNTING DISTRIBUTION CODE: GrantUSDAIRA                                            | ACCOUNT NUMBER: 4703/6321             |                                       |

## RECOMMENDATION:

Approve and execute the second amendment to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2027.

## ATTACHMENTS:

|                                  |                                 |    |
|----------------------------------|---------------------------------|----|
| 1. Executed Agreement & Amend. 1 | 2. Subaward Agreement Amendment | 3. |
| 4.                               | 5.                              | 6. |

## SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE):

Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

Subrecipient:

City of Bellevue

PTE PI: John Erixson

Sub PI: David Goedeken

PTE Federal Award No: 23-DG-11021600-051

Subaward No: 25-6553-0115-003

Project Title: Nebraska Inflation Reduction Act (IRA)

Subaward Period of Performance (Budget Period):

Start: 10/01/2024

End: 09/30/2025

Amount Funded This Action (USD): \$ 103,375.00

Estimated Project Period (if incrementally funded):

Start: 10/01/2024

End: 09/30/2027

Incrementally Estimated Total (USD): \$ 140,000.00

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification. Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under this Subaward, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

Suzan B. Lund 09/10/2024 | 14:37 CDT

Name: Suzan Lund

Date

Title: Associate Director, Office of Sponsored Programs

By an Authorized Official of Subrecipient:

Name: Rusty Hill

Date

Title: Mayor



**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

25-6553-0115-003

**Certification Regarding Lobbying**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

**Debarment, Suspension, and Other Responsibility Matters**

To the extent allowed by law, by signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

---

**Audit and Access to Records**

Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

---

**Program for Enhancement of Contractor Employee Protections**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

---

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.





**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**25-6553-0115-003**

**Required Data Elements**

The data elements required by Uniform  
Guidance are incorporated **in the attached Federal Award.**

| Federal Award Issue Date | FAIN               | CFDA No. |
|--------------------------|--------------------|----------|
| 08/10/23                 | 23-DG-11021600-051 | 10.727   |

**This Subaward Is:**

☐ Research & Development    ☒ Subject to FFATA

**CFDA Title**

Inflation Reduction Act Urban & Community Forestry Program

**Key Personnel Per NOA**

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

2. Reserved and 2 CFR 400

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://nifa.usda.gov/regulations-and-guidelines>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Financial Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- Title to equipment that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in the Subaward.
- Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: **Additive**

This section intentionally left blank

**Special Terms and Conditions:**

**Copyrights:**

**Subrecipient Shall Grant** to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Data Sharing and Access** (Check if applicable):

☐ Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and **attached.**

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **USDA – As stated in the solicitation**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

---

**Work Involving Human or Vertebrate Animals (Select Applicable Options)**

☒ No Human or Vertebrate Animals

This section left intentionally blank.

---

**Human Subjects Data (Select One)** **Not Applicable**

This section left intentionally blank

---

**Additional Terms**



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

25-6553-0115-003

**PTE Information**

Entity Name: Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

Legal Address: 151 Prem S. Paul Research Center at Whittier School  
2200 Vine Street  
Lincoln NE 68583-0861

Website: <http://research.unl.edu/sponsoredprograms/>

**PTE Contacts**

Central Email: unlospawards@unl.edu

Principal Investigator Name: John Erixson

Email: jerixson2@unl.edu Telephone Number: 402-472-6601

Administrative Contact Name: Belinda Gillam

Email: bgillam1@unl.edu Telephone Number: 402-472-7061

COI Contact email (if different to above):

Financial Contact Name: Belinda Gillam

Email: bgillam1@unl.edu Telephone Number: 402-472-7061

Email invoices? ☒ Yes ☐ No Invoice email (if different): osp-postaward@unl.edu

Authorized Official Name: Suzan Lund

Email: unlospawards@unl.edu Telephone Number: 402-472-3171

**PI Address:**

102F Forestry Hall (FORS)  
1800 N 37th Street  
Lincoln NE 68583-0815

**Administrative Address:**

151 Prem S. Paul Research Center at Whittier School  
2200 Vine Street  
Lincoln NE 68583-0861

**Invoice Address:**

151 Prem S. Paul Research Center at Whittier School  
2200 Vine Street  
Lincoln NE 68583-0861

**Attachment 3B****Subrecipient Contacts**

Subaward Number:

25-6553-0115-003

**Subrecipient Information for FFATA reporting**

Entity's UEI Name: City of Bellevue, Nebraska

EIN No.: 47-6006099

Institution Type: Non-Domestic (non-US) Entity

UEI: MGFMXEFM3353

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

Place of Performance Address

This section for U.S. Entities:

Zip Code Look-up

Congressional District: 1

Zip Code+4:

68005-3675

City-wide, Bellevue, Nebraska

**Subrecipient Contacts**

Central Email: info@bellevue.net

Website: www.bellevue.net

Principal Investigator Name: David Goedecken

Email: david.goedecken@bellevue.net

Telephone Number: (402)293-3030

Administrative Contact Name: Abby Highland

Email: abby.highland@outlook.com

Telephone Number: (443)655-2123

Financial Contact Name: Richard Severson

Email: richard.severson@bellevue.net

Telephone Number: (402)293-3088

Invoice Email: abby.highland@outlook.com

Authorized Official Name: Rusty Hike

Email: rusty.hike@bellevue.net

Telephone Number: (402)293-3023

**Legal Address:**1500 Wall Street  
Bellevue, NE 68005-3675**Administrative Address:**1500 Wall Street  
Bellevue, NE 68005-3675**Payment Address:**1500 Wall Street  
Bellevue, NE 68005-3675





**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:  
25-6553-0115-003

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:



**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

25-6553-0115-003

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- ☐ Monthly technical/progress reports will be submitted to the PTE's [ ] within [ ] days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's [ ]
- ☐ Annual technical / progress reports will be submitted within [ ] days prior to the end of each budget period to the PTE's [ ]. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's [ ] within [ ] days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator [ ] in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is automatic

**Other Reports:**

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's [ ] [ ] days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's [ ] within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
- A negative report is required: [ ]
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Reporting Requirements:**

**1. INVOICES**

- A. Email invoices and detail to the financial contact as per Attachment 3A
- B. Included with the invoice shall be a detailed itemization of expenditures produced from Subrecipient's accounting system. The itemization shall include, at a minimum, names/amounts of persons paid from this award, vendor payee name, date of payment, item description and amount
- C. Personnel detail must be provided either from Subrecipient's accounting system or via the attached Personnel Cost Template
- D. Include Uniform Guidance Certification statement with signature

**2. CLOSE-OUT**

- A. Complete attached Subaward Agreement Close-Out form and email to financial contact



**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

25-6553-0115-003

**Statement of Work**

☐ Below ☒ Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

|                      |                                  |                                  |                            |                                 |
|----------------------|----------------------------------|----------------------------------|----------------------------|---------------------------------|
| Indirect Information | Indirect Cost Rate (IDC) Applied | <input type="text" value="0"/> % | Cost Sharing               | <input type="text" value="No"/> |
| Rate Type:           | <input type="text"/>             |                                  | If Yes, include Amount: \$ | <input type="text"/>            |

**Budget Details**

☐ Below ☒ Attached,  pages

**Budget Totals**

Direct Costs \$

Indirect Costs \$

Total Costs \$

*All amounts are in United States Dollars*



Subaward Number:  
25-6553-0115-003

### Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ ~~Not incorporating the NOA or any additional documentation to this Subaward.~~

## Subaward Agreement Close-Out Requirements

The University of Nebraska-Lincoln requires subrecipients to submit a list of equipment purchased, a copy of your invention disclosure report, final invoice for the agreement and a signed copy of this form. Final invoice will not be processed for payment until all close-out documentation has been received.

Subaward agreement #: \_\_\_\_\_

Subrecipient: \_\_\_\_\_

Please check all that apply:

- ☐ Final invoice has been emailed including a system generated report as back-up documentation.
- ☐ There are NO outstanding claims against this subaward agreement. (No further claims will be honored after this block has been checked and this form has been signed and returned to the University of Nebraska-Lincoln.)
- ☐ Only the amount included in the Final Invoice \$\_\_\_\_\_ is due. When the FINAL invoice is paid by the University of Nebraska-Lincoln, there will be no further claims against this subaward agreement.
- ☐ Required cost share has been met and reported
- ☐ Patents and/or inventions are pending. Please see attached documentation.
- ☐ NO patents or inventions to report under this subaward agreement.
- ☐ Technical report completed and mailed to UNL-PI on this date: \_\_\_\_\_
- ☐ Neither government furnished equipment nor equipment purchased with money from this subaward agreement to be reported. (*University's definition of Equipment is an article of nonexpendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit*)
- ☐ Equipment purchased: (Please attach additional sheet if necessary)  
Include Description, S/N, Acquisition Date, Location, Condition and Cost.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
I hereby certify the above information is correct and in accordance with the terms of the subaward agreement. Subrecipient does hereby remise, release, and discharge the University, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subaward agreement.

\_\_\_\_\_  
Signature (Subrecipient's Authorized Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Please email the completed form to the financial contact per Attachment 3A included with the subaward agreement.**

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 23-DG-11021600-051  
Between  
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA  
And The  
USDA, FOREST SERVICE  
ROCKY MOUNTAIN REGION  
STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: 2023 Inflation Reduction Act Urban & Community Forestry

Upon execution of this document, an award to Board of Regents of the University of Nebraska, hereinafter referred to as "UNL," in the amount of **\$1,875,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry. UNL accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 06/13/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantaged communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at [sm.fs.R2sptfgrants@usda.gov](mailto:sm.fs.R2sptfgrants@usda.gov).

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** UNL shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.





- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>                                                                                                                      | <b>Cooperator Administrative Contact</b>                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Christina Hoyt<br>101D Forestry Hall<br>Lincoln, NE 68583-0861<br>Telephone: 402-472-5049<br>Email: <a href="mailto:choyt2@unl.edu">choyt2@unl.edu</a> | Katie Reinmiller, Finance/Grants<br>University of Nebraska-Lincoln<br>Natural Resources Business Center<br>3310 Holdrege St., 237F HARH<br>Lincoln, NE 68583-0972<br>Telephone: 402-472-8734<br>Email: <a href="mailto:kreinmiller2@unl.edu">kreinmiller2@unl.edu</a> |

**Principal Forest Service Contacts:**

| <b>Forest Service Program Manager Contact</b>                                                                                                                   | <b>Forest Service Administrative Contact</b>                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Sherry Fountain<br>1617 Cole Boulevard, Building 17<br>Lakewood, CO 80401-3305<br>Email: <a href="mailto:sherry.fountain@usda.gov">sherry.fountain@usda.gov</a> | Ryan Elikan<br>1617 Cole Boulevard, Building 17<br>Lakewood, CO 80401-3305<br>Email: <a href="mailto:Ryan.elikan@usda.gov">Ryan.elikan@usda.gov</a> |

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** UNL shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- D. **ADVANCED AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** Advanced and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance

payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

|                                                                                     |                                                                              |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| The invoice must be sent by one of three methods:                                   | Send a copy to:                                                              |
| EMAIL (preferred): <a href="mailto:SM.FS.asc_ga@usda.gov">SM.FS.asc_ga@usda.gov</a> | US Forest Service program                                                    |
| FAX: 877-687-4894                                                                   | contacts listed above                                                        |
| POSTAL: Albuquerque Service Center                                                  | and                                                                          |
| Payments – Grants & Agreements                                                      | <a href="mailto:sm.fs.r2sptfgrants@usda.gov">sm.fs.r2sptfgrants@usda.gov</a> |
| 101B Sun Ave NE                                                                     |                                                                              |
| Albuquerque, NM 87109                                                               |                                                                              |

- E. INDIRECT COST RATES. UNL has elected to not assess indirect against this award
- F. PRIOR WRITTEN APPROVAL. UNL shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **06/30/2028** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



08/02/23 | 14:31 CDT

MICHAEL ZELENY, Vice Chancellor  
Business and Finance  
University of Nebraska-Lincoln

Date

SYLVIA BIERMAN, Director  
State, Private, and Tribal Forestry  
U.S. Forest Service, Rocky Mountain Region

Date

The authority and the format of this award have been reviewed and approved for signature.

LYNNE SHOLTY

Digitally signed by LYNNE  
SHOLTY  
Date: 2023.08.02 09:27:11 -06'00'

LYNNE SHOLTY  
Forest Service Grants Management Specialist

Date



## **ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS**

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, UNL a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to UNL for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by UNL or any third party.
- C. NOTICES. Any notice given by the Forest Service or UNL will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To UNL, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management ([sam.gov](https://sam.gov)).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at [fsrs.gov](https://fsrs.gov) in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30<sup>th</sup> and December 31<sup>st</sup>. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

UNL shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30<sup>th</sup> and December 31<sup>st</sup>. The final performance report shall be submitted either with UNL's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. **NOTIFICATION.** UNL shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. **USE OF FOREST SERVICE INSIGNIA.** In order for UNL to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify UNL when permission is granted.
- J. **FUNDING EQUIPMENT.** Federal funding under this award is not available for reimbursement of UNL's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.



- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. UNL is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

UNL may call on Forest Service's Office of Communication for advice regarding public notices. UNL is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. UNL shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. UNL shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*



If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

***"This institution is an equal opportunity provider."***

N. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish UNL a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, UNL appeal(s) the decision to the Forest Service's Director, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Director, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPTF, UNL shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPTF is final.
5. The final decision by the Director, SPTF does not preclude UNL from pursuing remedies available under the law.

O. AWARD CLOSEOUT. UNL must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to UNL must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

Q. DEBARMENT AND SUSPENSION. UNL shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should UNL or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the

exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
  - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procure a commercial sex act during the period of time that the award is in effect; or
  - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
  - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or



- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
  - a. “Employee” means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

1. UNL agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions UNL will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify UNL in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. UNL agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. UNL agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after UNL learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, UNL must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.



U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. UNL shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). UNL shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.



## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*  
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and,
    - iv. A domestic or foreign for-profit organization
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
  - i. **Receives** a subaward from you (the recipient) under **this award**; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash **dollar value earned by the executive** during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170



## **ATTACHMENT C: WHISTLEBLOWER NOTICE**

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).

## Certificate Of Completion

Envelope Id: 2D80E33087CA47D1B0E4B1C354D37407

Status: Completed

Subject: Complete with DocuSign: 23-DG-11021600-051 Award Letter for sigs.pdf

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Signatures: 1

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Envelope Originator:

Aurora Kenworthy

1400 R St.

Lincoln, NE 68588

aurora.kenworthy@unl.edu

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Holder: Aurora Kenworthy

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## Signer Events

Michael Zeleny

MIKE.ZELENY@UNL.EDU

Vice Chancellor for Business and Finance

University of Nebraska - Lincoln

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## Editor Delivery Events

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## Agent Delivery Events

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## Intermediary Delivery Events

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## Certified Delivery Events

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## Envelope Summary Events

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## Timestamps

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Completed

Security Checked

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## Payment Events

## Status

## Timestamps





## IRA Supplemental Agreement

For their part, the project sponsor agrees to the following conditions:

1. The project application and all associated notifications from NFS are hereby considered a part of this agreement.
2. No match is required and a match waived under this grant will be passed on to sub-recipients.
3. The project shall be implemented according to the scope of work and budget submitted to and approved in advance by NFS prior to the execution of this agreement. Changes to the scope of work and/or budget must be approved in advance by NFS and NFS will approve the change in writing.
  - a. Communities will address management needs appropriate to their local situation within their scope of work. Allowable activities under IRA include:
    - i. Inventories and management plans
    - ii. Address the backlog of the over-mature canopy, at-risk trees, and ash trees through removals.
      1. Remove dead and diseased or structurally unsound trees on Public ROW and parks.
      2. Low-moderate income at-risk tree removal programs (private property)
      3. Wood waste grinding and stump removal from removal activities
    - iii. Plant the next generation of trees to replace the canopy and mitigate heat.
    - iv. Replace trees removed on a one-to-one ratio in the same or nearby locations and plant new trees throughout the community.
    - v. Young-tree establishment and structural pruning
    - vi. Improve the care of existing trees to preserve the canopy.
    - vii. Pruning programs to help retain the benefits of existing trees
    - viii. EAB treatments carried out under an EAB Response Plan
    - ix. Create space in highly paved areas and plant trees to improve environmental and human health.
    - x. Targeted area depaving and tree planting activities annually in areas that are currently lacking greenspace and where heat and human health are factors
    - xi. Address urban wood utilization
    - xii. Create urban food forests
    - xiii. Build capacity to carry out the above activities.
4. IRA will require bi-annual reporting. Please take photos of your project and track metrics. All work and expenditures must be tracked to the level of designated disadvantaged tracts.
5. Signage: No outdoor signs will be required; however, USFS will provide a QR code to download a sign to be placed within a public building.
6. 100% of the work funded out of this grant will serve disadvantaged/partially disadvantaged communities.
7. Compliance for Determining Disadvantage Communities:
  - a. USFS has provided the following guidelines for determining disadvantaged communities.

- i. Does the scope of work deliver 100% of the funding/program benefits to disadvantaged communities as defined by the EPA IRA Disadvantage Communities?
    1. The EPA IRA Disadvantage Communities map includes:
      - a. Any census tract that is included as disadvantaged in CEJST,
      - b. Any census block group at or above the 90th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state, and/or
      - c. Any geographic area within Tribal lands, as included in EJScreen
      - d. *If yes, continue with project as proposed or scale down as necessary. If no,*
    - ii. Does the scope of work deliver 100% of the funding/program benefits to communities with census block groups at or above the 80th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state?  
*If yes, continue with the project as proposed or scale down as necessary.*
  - b. **NFS has created an online tool that combines the above USFS compliance guidance in one easy-to-use map.** Nebraska projects shall utilize this tool to ensure compliance.
8. NFS may inspect all completed projects within 30 days of receiving a notification from the UNL Office of Sponsored Programs asking NFS to certify a project. The Project Sponsor agrees to correct all significant deficiencies noted in the inspection. Reimbursement may be withheld if deficiencies are not corrected at the discretion of NFS.
9. Federal funds fund this project, and as such, projects must conform to all applicable local, state, and federal laws and regulations, including those regarding bidding practices. IRA is a federally funded program, and the Code of Federal Regulations § 2 CFR 200 should be followed.
- a. By signing this agreement, the Project Sponsor Authorized Official, to the best of their knowledge and belief that neither the Project Sponsor or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - b. The Project Sponsor is hereby notified that they are required to: Inform their employees on any federal award that they are subject to the whistleblower rights and remedies; inform their employees in writing of employee whistleblower protections under §41 U.S.C. 4712 in the pre-dominate native language of the workforce; and include such requirements in any agreement made with a subcontractor.
  - c. By Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
  - d. All documents associated with the award must be retained for three years from the date of the final expenditure report.
10. **Allowable Expenses:**
- a. Supply purchase should include consumable items (ex: hoses, shovels, staking, tree protection, mulch, chainsaws, printing costs for educational materials, drip-irrigation for

- the watering of trees, outreach expenses, or an item under 5k in value (for one item or parts to create an item) such as a water tank.
  - b. Cost of trees
  - c. Contracting costs for tree planting, tree care, tree removal, tree inspection, tree pruning, inventory, or management plan development.
  - d. Equipment rental to perform project objectives.
  - e. Salary/benefits for staff that are directly performing project work to carry out project activities.
  - f. Minor pavement removals (example: expand the size of a tree pit.)
  - g. Other expenses as pre-approved in writing by NFS to ensure federal program compliance.
  - h. Community administrative costs will not exceed 20% of their subaward.
  - i. **Types of costs that are unallowable (never allowed):** Equipment; Construction; In-ground irrigation systems for watering turf/non-tree components or major plumbing expenses; Food and Alcoholic beverages; Bad debts; Contingencies; Contributions and donations; Entertainment; Fines and penalties; Compensation for property destroyed or damaged; Fundraising; Interest and other financing costs; Loan for promised work not yet completed.
11. If planning to work on private property, you must maximize the likelihood of tree establishment and long-term survival of any trees planted, ensure landowners are aware of and give permission/access for work on their property, and include a statement that releases the federal government, the University of Nebraska and the Nebraska Forest Service from any liability associated with work completed on private property. No payments can be made from the Project Sponsor directly to a private landowner. Project Sponsors may pay vendors directly for services provided to the private landowner (for example, tree removal or the purchase of a tree). The Project Sponsor is responsible for ensuring and certifying that the work was completed.
- a. Tree giveaway programs should limit planting to the front yard (not the back yard) or ROW.
  - b. Work done on private property should follow the guidelines for removals and tree planting within this document.
  - c. If the private property work includes the removal of a hazard tree or ash tree, then the tree planting can take place any place on the property so that tree benefits are replaced.
12. All projects are expected to comply with local bidding ordinances and requirements (ordinances or requirements of the governmental unit or sponsoring authority responsible for the project). However, it is not the intent of the NFS that the lowest bid be automatically accepted, but rather that the lowest responsible bid is accepted. Bids shall be carefully evaluated considering nursery standards, arboriculture standards, project specifications, and plant material requirements. Suppose the local governmental unit or sponsoring authority is required to accept only the lowest bid. In that case, NFS shall be allowed to review all bids to determine whether the lowest bid is responsible and acceptable. If such a bid is unacceptable, the bidding process will be redone. All contracting must follow local, state, and federal law as applicable.
13. The Project Sponsor agrees to ongoing project maintenance for at least ten years from the end of the grant.
14. The project will follow all design, purchasing, planting, and care guidelines in the *Project Design, Planting, and Care Requirements*.

15. Tree planting is allowed under the program:

- a. Nurseries contracted as part of the project must be licensed by the Nebraska Department of Agriculture. <https://nda.nebraska.gov/plant/entomology/nursery/index.html>
- b. It is suggested that all plant material planted on public property be guaranteed for at least one year from the planting date.
- c. Plant lists shall be submitted to NFS for approval and No plant substitutions shall be allowed without the permission and approval of NFS.
- d. Plant material can be obtained from more than one plant contractor.
- e. The size of plant material allowed is as follows:
  - i. Deciduous Trees Specifications: ½" to 1 ½" trunk caliper measured at 12" above the ground.
  - ii. Evergreen Trees Specifications: 3 to 6 feet tall.
  - iii. Spade dug tree specifications: at least 24" of spade width is required for each 1" of trunk caliper.
  - iv. Balled and burlapped (B&B) specifications: at least 18" of soil ball is required for each 1" caliper of trunk. All baskets and burlap must be removed entirely before planting or to a depth of at least 12" in the hole after planting.
  - v. Bare root trees must be stored and transported correctly to avoid drying out their roots.
- f. Ineligible species:
  - i. Because of the threat of emerald ash borer, native ash species including green ash (*Fraxinus pennsylvanica*), white ash (*F. americana*), black ash (*F. nigra*) and blue ash (*F. quadrangulata*) shall not be planted in the project.
  - ii. Because of the invasive nature of callery pear (*Pyrus calleryana*, including, but not limited to Cleveland select and Chanticleer varieties), it shall not be planted in the project.
  - iii. Because of the spread of pine wilt disease, Scotch pines (*Pinus sylvestris*) shall not be planted in the project.
  - iv. Siberian elm, Amur maple, Russian olive, tamarack, Freeman maple, including 'Autumn Blaze' maple are not allowed.
- g. NFS retains the right to reject overused or other problematic species or cultivars proposed for use in the grant project.
- h. Planting may not occur during July and August unless NFS grants written permission.
  - i. All plants installed in the project shall follow the specifications detailed in the American Standard Nursery Stock ANSI Z60. 1, including height, caliper, and volume measurements as applicable.
  - j. All newly planted trees should be watered regularly for the first three years. Reasonable costs for drip irrigation, watering bags, and water tanks are allowable costs and should be employed.

16. Removal of Hazard or At-Risk Trees is allowed under the program.

- a. Hazard or At-Risk trees for removal must be designated by 1) qualified employees of the local government (holding Nebraska Arborist Association (NAA) or International Society Arboriculture (ISA) certification) OR 2) NFS TRAQ Qualified staff OR 3) an independent ISA



TRAQ Qualified arborist that is not performing the contracted tree removal work. *A list of tree removal locations must be provided to NFS.*

- b. Ash trees may be removed under the program in communities within 15 miles of confirmed EAB finds. If a community does not have an EAB response plan the community should develop an EAB Response Plan (template available from NFS) before embarking on ash tree removals. It is suggested that EAB removals are spread out over time to reduce the impact of tree removal.
- c. Tree removals (when approved as a part of the project) shall be done by qualified commercial arborists (Nebraska Arborist Association, International Society of Arboriculture certified or licensed by the municipality where the project resides). Commercial arborists shall provide proof of current liability insurance, including workers' compensation, to the project sponsor. Commercial arborists shall also meet all requirements provided for by local ordinances.
- d. Replacement Trees must be planted in the area or nearby area where the tree was removed. A minimum 1:1 replacement is required. *A list of tree replacement locations must be provided to NFS.*
- e. All contractors providing tree removal work must follow ANSI A300 standards and ANSI Z133 Safety Standards.
- f. Tree removals must follow federal law regarding migratory birds and endangered species. It is highly recommended removals are avoided between April 1<sup>st</sup> and July 31<sup>st</sup> unless the tree is deemed hazardous.

17. Tree pruning work is allowed under the program:

- a. All contractors providing pruning and removal work must follow ANSI A300 standards and ANSI Z133 Safety Standard.
- b. All contractors providing pruning work must have a Nebraska Arborist Association certification or International Society of Arboriculture certification. Arborists shall provide proof of current liability insurance, including workers' compensation, to the project sponsor. Commercial arborists shall also meet all requirements provided for by local ordinances.
- c. Pruning should follow ANSI 300 and ANSI Z133 Safety Standard. Pruning should be performed with a clear objective of safety and tree health. Pruning should improve the structure of the tree (young tree training), and for mature trees removing dead, diseased, or compromised branches. Low-level dead could be left to benefit wildlife, particularly in low-target areas.
  - i. Do not remove more the 20 percent of live branches from the crown at one time.
  - ii. Pruning cuts shall not damage branch bark and branch collars.
  - iii. If raising is a pruning objective for public safety, at least 2/3 of the live crown should remain.
  - iv. In general, pruning cuts are made at a lateral branch that is one-third the diameter of the stem being removed.
- d. Topping and lion-tailing are not approved tree pruning practices.

18. Inventory work and management plan development is allowed under the program:

- a. Inventory and Management Plans can be funded with IRA funds if these activities feature robust engagement, participation, and leadership from disadvantaged areas of communities. Management plan goals and benefits must include a focus on disadvantaged communities. Management plans may address the entire community.
  - b. Inventories must include species, location, DBH, and condition class. It is recommended that inventories utilize GIS-based software. Inventories may include the entire community.
  - c. Communities must follow local, state, and federal bidding requirements and NFS may review the bids for reasonable costs.
19. Select green infrastructure practices are eligible under the program.
- a. Examples include pavement removal to expand tree planting areas, suspended pavement (for trees), rain gardens (for tree planting). All green infrastructure practices and expenses should be approved by NFS before implementation or bids. Not all expenses may be eligible for reimbursement.

**Your assigned forester for technical assistance /inspections/approvals:**

**Name:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

### **Project Design, Planting, and Care Requirements**

The Nebraska Statewide Arboretum (NSA) has developed the following specifications and guidelines to help grant-funded and other partnership projects achieve success and establish healthy landscapes. **The Nebraska Forest Service (NFS) has adopted these requirements for all NFS IRA grants.**

#### **PROJECT DESIGN AND IMPLEMENTATION**

In general, design plans should emphasize sustainable landscape practices including wise species selection and placement that help reduce the need for costly inputs of supplemental water, fertilizers, pesticides, and difficult maintenance practices. **NFS will review design plans and/or species lists and offer suggestions for changes.**

#### **PLANTING PRACTICES**

**IRA note:** Tree demands over the next five years will be high due to the national implementation of IRA funds. We highly recommend engaging a nursery or arborist at the beginning of the project to make them aware of your needs. Most local nurseries can obtain stock from regional growers or national growers according to your specifications. In addition, you can contract grow with a Nebraska or regional grower or order in bare-root stock.

Landscape planting is most successful when good stock and proper planting methods are used. The following are specifications and guidelines required by the NFS for purchasing and planting the most common types of landscape plant material (trees, shrubs, and herbaceous plants).

#### **Plant Quality Standards**



Minimum quality specifications for all nursery grown plants shall be the specifications contained in *American Standard for Nursery Stock*, specifically ANSI Z60.1, as adopted by the American Association of Nurserymen. All plants shall be free of diseases, noxious weeds, and damaging insects. All plants shall be subject to the laws and regulations of the State of Nebraska and shall be identified by plant names approved by NFS.

Projects are strongly encouraged to investigate the source of nursery stock. Stock grown in Nebraska may be best adapted to Nebraska sites. Species selected for planting shall be adaptable to Nebraska, and the NFS reserves the right to approve species selections and sizes. NFS highly recommends that trees originate from nurseries in the north central part of the United States as indicated by Figure 1. All plants shall be packed and shipped from the supplier in a manner that protects the plant against drying, freezing, breaking or other injury.

Bare-root plants shall be packed in moist packing material and bundled to ensure against heat or mold damage. Plants shall be protected against the elements while in transit and shall be thoroughly inspected before acceptance. The project coordinator or individual(s) responsible for ordering plant material shall contact the nursery supplying the order to ensure compliance with these standards.



Figure 1 - Recommended nursery source zone.

**Planting Seasons:** Spring and fall are the best times to plant most landscape plants in Nebraska. Planting can occur into winter if the ground is workable and plants are properly protected. **Planting should not occur and will not be approved without permission for any time during July and August.** Weather conditions can vary greatly from day-to-day and from year-to-year across Nebraska. Consequently, those coordinating planting projects shall be cognizant of recent weather patterns and be prepared to take the steps necessary to ensure successful transplanting. It is especially important that irrigation be available if the post-planting period is dry. Dry periods are common throughout the growing season in Nebraska, especially during mid to late summer. Planting during extremely wet periods can also be problematic if the planting area cannot be prepared properly, or if water stands around the root zone of transplanted plants for extended periods of time.

**Pavement Cut-out Plantings:** Trees planted in pavement cut-outs in downtowns, parking lots and medians are exposed to harsh and stressful growing conditions. They are subject to construction soils, compaction, temperature extremes, decreased horizontal root space, and decreased gas exchange and moisture to roots. It has been the experience of the NFS that these plantings have greatly reduced life spans. Any plantings in sites such as those mentioned will require approval. Approval will be based on recommendations for minimum open soil space and will require the use of species that have been shown to be more tolerant of these areas. An engineering plan may be required before approval of any planting in these areas. Planting strips are less stressful than individual cut-outs because they create a larger open space. At least 3 feet of good soil should be added to planting areas after construction and before planting.

**Preparing the Planting Site:** Before any planting begins, confirm that the soil is suitable for growing the selected plants. For questionable soils, a soil test would be helpful. If the soil is heavy clay or very compacted, the soil should also be tested to ensure that there is adequate drainage. If drainage is poor and the area seasonally wet, wet-tolerant species such as maple, sycamore, baldcypress, and swamp white oak should be considered.

For most soils, amendments to the planting area are not necessary. New construction sites shall have at least 8 inches of top soil present or applied after construction. If soils are heavy clay or very compacted, consider replacing the soil with a good loam soil and/or incorporating composted organic materials to a depth of several inches.

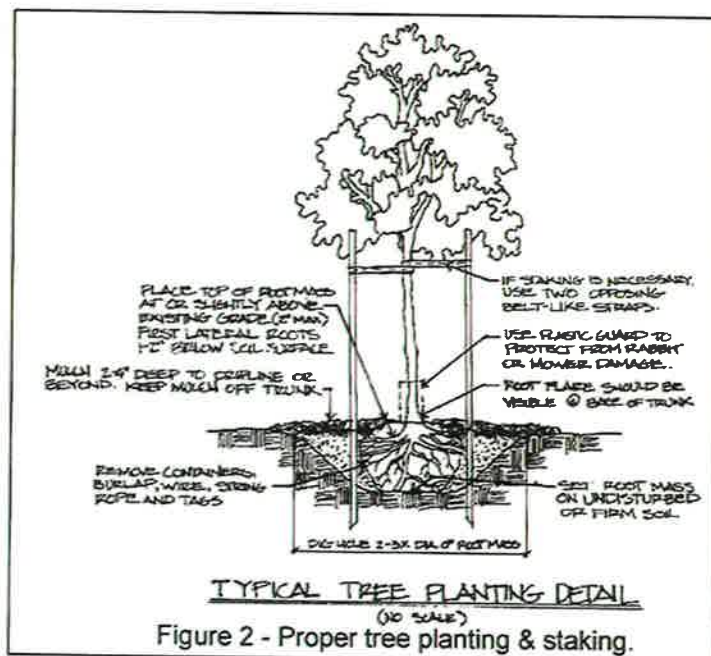
**Tree and Shrub Planting:** Protect landscape plants when transplanting them by holding and lifting them by the container, basket or ball, not by the trunk. Keep the roots moist but not saturated. If you are not able to plant your tree or shrub immediately after purchase, place them in a cool, shaded area.

**Note:** Locate all underground utilities before digging.

**Planting depth is of critical importance in the long-term health and vigor of a tree.** All trees shall be planted at a depth such that the uppermost structural roots are located within the top two inches of the soil surface (see figure 2 – proper tree planting). The root flare (or trunk flare) is the area between the vertical transition of the tree stem and the structural roots and should be visible above grade upon planting. While root flare is somewhat difficult to detect in some young trees, the objective is to ensure that the uppermost two or more structural roots of the young tree are located near the soil surface.

If planting balled and burlapped stock, the wire basket shall be cut, and basket completely removed before planting. Remove burlap and all twine or similar material. Use care in handling the root ball. Part of the burlap can be left on to facilitate lifting the plant into the hole. After the plant is in the hole, the burlap should be cut away to the bottom of the planting hole, or as deep as possible. Shipping labels, wire, tags, wrapping, and staking material shall be removed from the trunk and branches.

For container-grown or containerized plants, examine the roots after removing the pot. Plants shall not be pot bound. Plants with masses of circling roots are not acceptable for planting. Minimally encircled roots shall be straightened out in the planting hole as much as possible. For plants grown in fabric bags, the bag should be cut away and completely removed before planting.



The planting hole should be significantly wider than the root system or root ball and no deeper than the depth of the root system. Score the sides of the hole with shovel, especially in clay soils. Once the plant is in place, use the soil removed from the hole as the back-fill around the roots. When back-filling, water occasionally to remove air pockets. Be careful not to tamp or compact the soil, this can lead to excessive soil compaction and possible root damage. Do not incorporate organic matter, sand, or other material into the back-fill since differences in soil-pore sizes are created which can restrict water movement and root growth between the root ball, planting hole, and surrounding soil.

**Mulching:** Research has shown that wood chip mulch contributes to the healthy establishment of landscape plants. Mulching conserves moisture, reduces weed competition, insulates roots from heat and cold extremes, helps prevent mower and trimmer damage, and aids in long-term development of good soil structure. Mulching should be considered an ongoing practice that is a part of each year's maintenance routine. Depending on the type of mulch used and weather conditions, most tree and shrub beds shall need to be re-mulched every two to three years. Later applications should not increase the total mulch depth.

Mulch trees and shrubs with a 2-3" deep layer over the root zone. A tree of 1 1/2" caliper should have a mulch ring of 5' diameter or greater. Evergreens should be mulched to beyond the spread of the lowest branches. Mulch shall not be piled up against tree trunks and shall be kept a few inches from the base of the trunk. Mulch plants in massed groupings when possible. Avoid deep layers of mulch which could result in the tree being planted too deep.

Wood chips, shredded or chipped, serve as the best mulches. Be careful with lighter materials such as bark nuggets since they have a tendency to float out of the chip bed during heavy rains. Avoid cypress mulch as it tends to form dense mats and poor growing conditions, and is often harvested from endangered trees. Do not use rock mulches. Rock does not insulate against temperature extremes, and rock absorbs and radiates heat, which can lead to plant desiccation. Do not use black plastic or landscape fabric under the mulch layer. They inhibit proper air and water exchange by the roots.

**Staking and Guying of Trees:** The purpose of most staking and guying is to prevent a newly planted tree from tipping over in the wind. In Nebraska this practice is often necessary. Excessive movement can dislodge the small, fibrous roots in the soil before they are firmly established. However, many trees are lost because guying materials are not removed or are improperly installed.

Staking is especially important on open, windy, and exposed sites, and sites with high use by people. Staking and guying materials shall be strong enough to provide support, but flexible enough to allow some movement. Guying materials shall have a broad surface at the point of contact with the tree to prevent damage from rubbing. Commercial tree ties and cloth or canvas webbing or straps that are at least 1.5" wide are examples of good guying materials. **Do not use garden hose.** All staking and guying shall be monitored and adjusted as needed to prevent tree damage and girdling. **It shall be removed within one year of installation.** Stakes without guying may be left in the place longer in high use areas if needed to prevent damage from humans, mowers, and other equipment or vehicles.

**Wraps and Guards:** Tree wraps can be used to protect the tree from damage while it is being transported and planted. Otherwise, trunks should not be wrapped during the growing season. Trunk wrapping may

be desirable on some thin-barked trees such as red maple to prevent winter injury. Consult with NFS staff for recommendations.

Tree trunk damage from rodents, deer, mowers, and weed trimmers can be prevented by using plastic trunk guards. Guards should be monitored regularly and removed before rubbing or girdling problems occur. It is preferable to use guards that allow for air movement. A variety of wire mesh/netting cages can be used to protect shrubs from rabbits in winter.

**Watering:** All plants should be thoroughly watered at the time of planting. This shall be done by the nursery contracted to do the installation. Supplemental watering is often needed for 1-2 years or more after planting. The amount of watering required will vary with the type of plant, type of soil, time of year, and weather conditions. Avoid over-watering, especially in poorly drained soils.

Newly planted trees and shrubs should receive the equivalent of one inch of rainfall per week during the growing season. It is best to water trees thoroughly and slowly with enough water to fully moisten the root ball. In general, container and B&B plantings require more water at application than do bare root plantings. If rainfall is adequate during the growing season (1 inch per week) supplemental water is not required.

Newly perennials should receive the equivalent of one inch of rainfall per week during the growing season; during the first several weeks after planting watering may be required more frequently. Small perennials have a smaller root space than trees and shrubs and are best established by watering directly at the plant's base. This may be done by hand with a watering wand or by soaker hose. Sprinklers are less effective at delivering the required water to the roots of each plant; if using a sprinkler be diligent about observing plants for signs of stress.

**Fertilizing:** Most topsoils contain sufficient levels of available nutrients to supply the requirements of newly planted landscape plants, thus fertilization is not needed. Planting species that are tolerant of existing soil conditions will provide the greatest success. In situations where construction has altered the soil, the addition of good topsoil and organic material such as compost may be necessary. Future determination of additional nutrient needs shall be made based on the condition and vitality of the plants and soil sample analysis. The addition of compost to perennial beds, rather than fertilizer, is also best.

#### **Roadside Planting Considerations:**

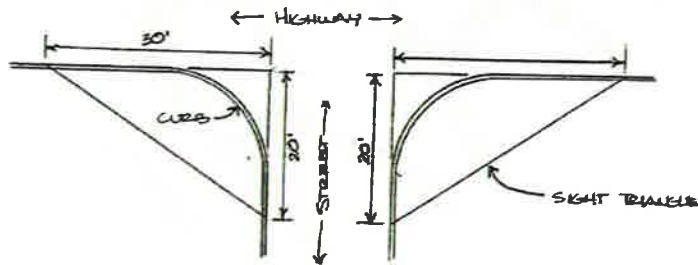
Permission from the proper authority is required before any plant material can be placed on a highway or street right-of-way. The Nebraska Department of Roads recommends that the following general rules be considered when planting along roadways.

1. A lateral obstacle clearance, or clear zone, exists along all roadways. No woody plants or fixed objects can be located in this zone. The clear zone varies depending on the road design and speed limit. Setbacks for some common situations are:
  - Highway in town with curb, speed limit 40 mph or below - all woody plants shall be at least 6 feet from back of curb.
  - Highways in town without curb; speed limit of 40 mph or below - all woody plants shall be at least 10 feet from edge of driving lane.



- Rural highways without curb; any speed limit - all woody plants shall be at least 30 feet from edge of driving lanes.
2. All tree and shrub planting shall allow 10 feet on either side of fire hydrants.
  3. Allow 15 feet from trunk of shade trees to light poles (10 feet for ornamentals).
  4. Trees shall be located at least 20 feet on either side of any overhead utility line unless their natural habit shall keep them under the line.
  5. Shade trees shall be at least 5 feet and ornamentals 10 feet from either side of drives.
  6. Shade trees shall be pruned up to at least 8 feet over sidewalks, more over roadways.
  7. Trees with an appropriate habit shall be selected to reduce branching in driving and walking areas.
  8. Locate all above and below ground utilities before planting. Stay away from buried utility lines. When planting where storm sewers are located, verify that there is enough depth above the sewer to allow successful planting over them.
  9. Plants shall not interfere with the visibility of any signs.
  10. Shrubs and herbaceous perennials shall be less than 30 inches tall in medians.
  11. Sight triangles, in which nothing over 30 inches tall can be planted, exist at all roadway intersections (including major driveways - see diagram below). The area of the site triangle varies depending on the adjacent highway speed. The diagram below shows a street intersecting a 30 mph highway. Shade trees can be planted with the trunks at the outside edge of the triangle. Ornamental trees shall be planted so no branching extends into the site triangle. Other plant material can be planted in this area but shall be less than 30 inches tall. In general, trees at most street/roadway intersections are to be located 25-30 feet from the adjacent street/roadway edge (contact your local, county or state governmental agency for specific guidelines).

SIGHT TRIANGLE DIAGRAM



## **Urban Forestry Management and Growth Plan - City of Bellevue, Nebraska**

### **OBJECTIVES:**

1. Successfully create and implement urban forestry plans building a self-sustaining response for the community trees and parks.
2. Complete annual tree planting in accordance with the completed community forestry plans.
3. Address tree equity and increased urban forest through increase outreach, education, and awareness of the need for tree planting community wide.

### **DELIVERABLES:**

- Complete a Community Forestry Management Plan.
- Development of community education materials.
- Annual tree planting of 100 trees for 2 years for a total of 200 new trees.
- Establish planted trees by ongoing watering, mulching and young tree pruning for the first five years.

### **OUTCOMES:**

- Develop a proactive and efficient tree program that will lead to a decrease in tree maintenance and removal costs by increasing tree health, decreasing hazardous tree situations, and creating a sustainable forestry program.
- Create a community urban forestry plan that will complement the existing Parks Improvement Plan and the tree inventory currently begin updated by the Bellevue Tree Board.
- Bring together representatives of a diverse group of civic, business, social organizations, and residents to identify goals and priorities to maintain and grow our urban forest and tree canopy.

### **PLAN OF OPERATION:**

**Program Planning and Development** - The City will develop a Community Forestry Management Plan by producing a request for proposals to obtain a qualified consulting firm to provide professional service to develop a master plan including the status of the community urban forest and description of strategies and actions to meet the goals of the plan. The plan will rely on community outreach to educate residents on the importance of urban forest and benefit of a substantial tree canopy; meeting with partners to utilize the knowledge and expertise to ensure the plan address all needs and goals; and obtain input and direction for future projects.

**Planting and Maintenance** - The City will complete tree planting in locations identified in the Community Forestry Management Plan and are located in the eligible areas identified in the Nebraska Forestry Service map to fill the gaps in areas that would benefit the overall tree canopy. The City will also consult with partners such as the Bellevue Tree Board, Offutt Air Force Base, and Fontenelle Forest on proposed plantings to ensure there will be no negative impacts. The City of Bellevue will issue a request for bids to obtain a contractor that will assist with planting and maintenance of the trees for five years following the planting. The tree planting will take place in the fall to ensure a higher survival rate and the selection of the trees will be based on a list distributed by the Nebraska State Arboretum. The city and its partner organizations will assist with community engagement with education and demonstration project of the importance of urban forestry and health and expansion of our tree.



**PARTNERSHIP:**

- City of Bellevue Parks Department
- **City of Bellevue Tree Board**
- Green Bellevue
- Papio-Missouri River Natural Resources District
- Offutt Air Force Base
- Honor and Memorial Chapter of Nebraska

**LEVERAGED DOLLARS:**

The City of Bellevue will be providing in-kind leverage assistance through the administration of the grant funded activities

**IRA RFP - City of Bellevue Urban Forestry Management and Growth Plan**

| <b>Financials</b>  | <b>Description</b>                           | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Total</b>  |
|--------------------|----------------------------------------------|---------------|---------------|---------------|---------------|
| <b>Supplies</b>    |                                              |               |               |               |               |
|                    | Community Outreach material                  | \$ 4,000.00   | \$ 500.00     | \$ 500.00     | \$ 5,000.00   |
| <b>Contractual</b> |                                              |               |               |               |               |
|                    | Community Forestry Plan Annual Tree Planting | \$ 99,375.00  | \$ 16,875.00  | \$ 18,750.00  | \$ 99,375.00  |
| <b>TOTAL</b>       |                                              | \$ 103,375.00 | \$ 17,375.00  | \$ 19,250.00  | \$ 140,000.00 |

**IRA Budget Justification**  
**City of Bellevue Urban Forestry Management and Growth Plan**

**a. Contractual**

Community Forestry Plan - \$99,375.00

Obtain an experienced consultant to complete the community forestry plan and the tree inventory as needed.

Annual Tree Planting – \$35,625.00

Contractual Services to plant and maintain 100 trees per year for two years including tree, planting labor, supplies, equipment and maintenance for 5 years.

- \$168.75/tree x 100 trees = \$16,875

- \$187.50/tree x 100 trees = \$18,750

If the cost of tree planting and maintenance exceed the budget, the City of Bellevue will cover the additional cost.

**b. Supplies**

Community Meeting and Outreach Supplies - \$4,000 for first year, \$500 x 2 year = \$5,000.00

Cost includes publication, postage, printing for educational materials for the development of the community forestry plan and for the planting of the urban forest, and annual community outreach materials. First year will include the development of the documents, updated documents and printing will follow for two years.

| Personnel Costs |          |         |            |          |              |        |          |       |
|-----------------|----------|---------|------------|----------|--------------|--------|----------|-------|
| Name            | Position | Effort% | Pay Period |          | Payment Date | Salary | Benefits | Total |
|                 |          |         | Start Date | End Date |              |        |          |       |
|                 |          |         |            |          |              |        |          |       |
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|                 |          |         |            |          |              |        |          |       |
|                 |          |         |            |          |              |        |          |       |
| TOTALS          |          |         |            |          |              | 0      | 0        |       |

**Certification:**

I hereby certify the effort for the payroll to be correct as charged on this grant. The timesheets and any necessary documents related to these personnel costs will be available upon request

Signature \_\_\_\_\_

Title

Date \_\_\_\_\_



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                                                                                        |                                                         |
|----------------------------------------------------------------------------------------|---------------------------------------------------------|
| ORGANIZATION NAME<br>City of Bellevue, Nebraska                                        | PR/AWARD NUMBER OR PROJECT NAME<br>IRA 25-6553-0115-003 |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)<br>Jim Ristow, City Administrator |                                                         |
| SIGNATURE<br>                                                                          | DATE<br>9-3-24                                          |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.



### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





**Research Subaward Agreement  
Amendment (Number 1)**

**Pass-Through Entity (PTE)**

**Subrecipient**

Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

Entity Name City of Bellevue

osp-subawards@unl.edu

Email Address

John Erixson

Principal Investigator David Goedeken

Project Title: Nebraska Inflation Reduction Act (IRA)

PTE Federal Award No:

23-DG-11021600-051

Federal Awarding Agency:

Department of Agriculture (USDA)

**Revised Subaward Period of Performance:**

Start Date: 10/01/2024

End Date: 09/30/2026

**Amount Funded This Action:**

\$ 0.00

**Subaward No:**

25-6553-0115-003

Total Amount of Federal Funds Obligated to Date:

\$ 103,375.00

Subject to FFATA:



Yes



No

Automatic Carryover:



Yes



No

**Amendment(s) to Original Terms and Conditions**

This Amendment revises the above-referenced Research Subaward Agreement as follows:

1. The Subaward Period of Performance shall be extended to September 30, 2026. The Subaward Period of Performance shall now read "October 1, 2024 to September 30, 2026."

*For clarity: all amounts stated in this amendment are in United States Dollars.*

**All other terms and conditions of this Subaward Agreement remain in full force and effect.**

By an Authorized Official of PTE:

Suzan G. Lund

10/15/2025 | 12:50 CDT

Name: Suzan G. Lund

Date

Title: Interim Director, Office of Sponsored Programs

By an Authorized Official of Subrecipient:

Name: Rusty Hike

Date

Title: Mayor

10/7/25



## Research Subaward Agreement Amendment (Number 2)

**Pass-Through Entity (PTE)**
**Subrecipient**

Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

 Entity Name City of Bellevue

osp-subawards@unl.edu

Email Address

John Erixson

Principal Investigator

David Goedecken

 Project Title: Nebraska Inflation Reduction Act (IRA)

PTE Federal Award No:

23-DG-11021600-051

Federal Awarding Agency:

Department of Agriculture (USDA)
**Revised Subaward Period of Performance:**

 Start Date: 10/01/2024

 End Date: 09/30/2027

Amount Funded This Action:

\$ 0.00

Subaward No:

25-6553-0115-003

Total Amount of Federal Funds Obligated to Date:

\$ 103,375.00

Subject to FFATA:

☐

Yes

☒

No

Automatic Carryover:

☒

Yes

☐

No

### Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Research Subaward Agreement as follows:

1. The Subaward Period of Performance shall be extended to September 30, 2027. The Subaward Period of Performance shall now read "October 1, 2024 to September 30, 2027."

*For clarity: all amounts stated in this amendment are in United States Dollars.*
**All other terms and conditions of this Subaward Agreement remain in full force and effect.**

By an Authorized Official of PTE:

 Name: Suzan G. Lund

Date

 Title: Director, Office of Sponsored Programs

By an Authorized Official of Subrecipient:

Name:

Date

Title:

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
9/15/2026

|                                         |                                                      |                                               |  |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |                                                      | SUBMITTED BY: Scott Houghtaling               |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Property Casualty Insurance Renewal FY26/27

SYNOPSIS/BACKGROUND:

The City of Bellevue's Property Casualty Insurance expires 09/30/2026. The insurance needs to be renewed for FY26/27. The renewal premium is \$950,475. The City's insurance broker negotiated with multiple carriers, and, additionally, added \$26,000,000 of coverage and lowered the City's risk. The City's insurance broker's renewal proposal saves \$169,278 over the prior year.

FISCAL IMPACT: \$950,475 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

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:

Recommend accepting the attached proposal and renewing the City's property casualty insurance with a total premium of \$950,475.

ATTACHMENTS:

|                       |                    |    |
|-----------------------|--------------------|----|
| 1. Explanation Letter | 2. Premium Summary | 3. |
| 4.                    | 5.                 | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




Insurance | Risk Management | Consulting

## City of Bellevue

### 10/1/2026 Property & Casualty Insurance Renewal

#### Coverage Line Review

##### • **Property**

The City's insured property values increased by approximately 26% during the renewal period, driven by the addition of lift stations, warning sirens, and updates to the equipment schedule. These changes added approximately \$26 million in insured values to the program.

Under normal market conditions, this increase in exposure would have resulted in a significant premium increase. Through proactive marketing and negotiations, Gallagher secured a substantial rate reduction that offset much of the additional cost. Without these efforts, the added values alone would have generated a renewal premium of approximately \$375,000.

In addition to obtaining renewal terms from Travelers, Gallagher marketed the program to Chubb (which declined to quote) and Gallagher GovPro, an exclusive property program for Gallagher public entity clients. Through GovPro, Gallagher secured a 28% rate reduction, improved the wind/hail deductible, and significantly increased available flood coverage.

| Coverage Type                                | Renewal Insurer | 2025 Renewal Premium | 2026 Renewal Premium | % Change | Notes                                         |
|----------------------------------------------|-----------------|----------------------|----------------------|----------|-----------------------------------------------|
| Property (Includes Inland Marine)            | Travelers       | \$ 263,267           | \$ 374,805           | 42%      | 3% wind/hail Ded. - Subject to minimum \$250K |
| Standalone Property (Includes Inland Marine) | GovPro          | \$ 263,267           | \$ 234,069           | -11%     | 2% wind/hail Ded. - Subject to minimum \$100K |

##### • **Casualty**

The casualty market remains challenging due to ongoing adverse litigation trends, particularly within Auto Liability and Law Enforcement Liability. Combined with the City's loss experience, these factors created significant renewal pressure.

At renewal, the City's casualty exposures increased approximately 10%. Travelers also applied rate increases across the casualty program, including Auto Liability, General Liability, Law Enforcement Liability, and Management Liability. Additionally, Travelers advised that moving the Property program to another carrier would result in an additional 10% casualty premium increase due to the loss of multi-line discount.

Collectively, these factors would have resulted in an estimated 29% increase in casualty premiums. Through extensive negotiations, Gallagher reduced the overall increase to

approximately 15%, limiting the impact primarily to exposure growth and a modest rate adjustment.

Gallagher also marketed the program to Euclid, the only alternative carrier willing to provide terms with a \$100,000 Self-Insured Retention (SIR). However, Euclid's proposal was materially less competitive and included a preference for a \$300,000 SIR, making Travelers the most favorable option for the City's risk financing objectives.

| Coverage Type                             | Renewal Insurer      | 2025 Renewal Premium | 2026 Renewal Premium | % Change   | Notes                                                                                                           |
|-------------------------------------------|----------------------|----------------------|----------------------|------------|-----------------------------------------------------------------------------------------------------------------|
| General Liability                         | Travelers            | \$ 48,294            | \$ 51,360            | 6%         | General Liability Ded. - \$100,000                                                                              |
| Law Enforcement Liability                 |                      | \$ 89,500            | \$ 106,000           | 18%        | Abuse & Molestation Ded. - \$100,000                                                                            |
| Public Entity Management Liability        |                      | \$ 19,250            | \$ 21,050            | 9%         | Employee Benefits Liability Ded. - \$100,000                                                                    |
| Employment Practices Liability            |                      | \$ 34,450            | \$ 34,136            | -1%        | Law Enforcement Ded. - \$100,000                                                                                |
| Auto                                      |                      | \$ 189,199           | \$ 221,323           | 17%        | Management Liability Ded. - \$100,000                                                                           |
| Umbrella                                  |                      | \$ 61,600            | \$ 74,056            | 20%        | Employment Practices Ded. - \$100,000                                                                           |
| <b>Total Travelers Package</b>            |                      | <b>\$ 442,293</b>    | <b>\$ 507,925</b>    | <b>15%</b> | Auto Liability Ded. - \$100,000                                                                                 |
| Additional Umbrella Limit (\$5M xs \$10M) |                      |                      | \$ 50,000            | 100%       | Auto Physical Damage (APD) Ded. - \$5,000                                                                       |
| Euclid Casualty Package (\$100K SIR)      | Euclid Public Sector |                      | \$ 663,440           | 50%        | Comp/Collision, \$200,000 Max                                                                                   |
| Euclid Casualty Package (\$300K SIR)      | Euclid Public Sector |                      | \$ 545,000           | 23%        | Inditication Only, quote not yet received. Additional Casualty limits, if purchased total limits would be \$15M |
|                                           |                      |                      |                      |            | Auto Physical Damage Submlited to \$1M Limit w/ coverage for fire and theft only                                |
|                                           |                      |                      |                      |            | Auto Physical Damage Submlited to \$1M Limit w/ coverage for fire and theft only                                |

## \* Cyber

Through an aggressive marketing effort, Gallagher secured premium savings while also obtaining an option to increase the City's Cyber Liability limits from \$3 million to \$5 million. The higher limit option aligns the City's coverage more closely with that of similarly sized public entities.

| Coverage Type | Renewal Insurer | 2025 Renewal Premium | 2026 Renewal Premium | % Change | Notes                            |
|---------------|-----------------|----------------------|----------------------|----------|----------------------------------|
| Cyber         | Crum & Forster  |                      | \$ 47,085            | -7%      | \$3M, \$25K Aggregate Deductible |
|               | Converge        | \$ 50,528            | \$ 32,856            | -35%     | \$3M Aggregate, \$25K Deductible |
|               |                 |                      | \$ 46,247            | -8%      | \$5M Aggregate, \$25K Deductible |

## \* Excess Workers Compensation

Gallagher marketed the City's Excess Workers' Compensation program to Midwest Employers (incumbent carrier), Arch, Wesco Insurance, Safety National (declined to quote), and MEM (declined to quote).





All quoting carriers maintained a \$750,000 self-insured retention for Police and Fire employees and a \$500,000 self-insured retention for all other employees. Gallagher also explored a fully insured option with MEM; however, MEM declined to quote because the City's number of police officers exceeds its underwriting appetite.

| Coverage Type                       | Renewal Insurer        | 2025 Renewal Premium | 2026 Renewal Premium | % Change | Notes                                                                    |  |
|-------------------------------------|------------------------|----------------------|----------------------|----------|--------------------------------------------------------------------------|--|
| Excess Workers' Compensation        | Midwest Employers      | \$ 144,854           | \$ 104,894           | -28%     | Statutory, \$750K SIR Police and Fire, \$500K SIR All Other              |  |
|                                     | Arch                   |                      | \$ 128,172           | -12%     | Statutory, \$750K SIR Police and Fire, \$500K All Other                  |  |
|                                     | Wesco Insurance/Amwins |                      | \$ 94,118            | -35%     | Annual Term; Statutory, \$750K SIR Police and Fire, \$500K SIR All Other |  |
|                                     |                        |                      | \$ 94,118            | -35%     | 2-Year Term; Statutory, \$750K SIR Police and Fire, \$500K SIR All Other |  |
| Excess Workers' Compension SIR Bond | Midwest Employers      | \$ 24,543            | \$ 24,543            | 0%       | Indication                                                               |  |

### Broker Fee

Gallagher reduced the City's broker fee from \$48,500 to \$40,000.

### Total Cost

The renewal represents a favorable outcome despite significant market challenges and increased exposures.

Below are the total insurance renewal costs, compared to last year's costs. Total renewal costs include all items discussed above and all ancillary lines (crime, fiduciary, drone liability).

| Coverage Type                        | 2025 Renewal Premium | 2026 Renewal Premium | % Change | Notes                                                                           |
|--------------------------------------|----------------------|----------------------|----------|---------------------------------------------------------------------------------|
| Per Expiring Renewal Option          | \$ 994,965           | \$ 1,119,753         | 13%      | <i>Assumes no changes to insurance carriers or program structure</i>            |
| Gallagher Recommended Renewal Option |                      | \$ 950,475           | -4%      | <i>GovPro Property, Converge Cyber (\$3M Limit), Wesco Workers Compensation</i> |

Thank you for your partnership with Gallagher. We appreciate the opportunity to serve the City of Bellevue and look forward to continuing to enhance and strengthen the City's risk management and insurance program in the years ahead.

**Jeff Kassal**, ARM, ARM-P, CIC, CRM, CPCU  
Regional Director – Public Entity Practice

**Joe Halstrom**, CLCS  
Area Assistant Vice President – Public Entity Practice

**Luke Tieso**  
Area Assistant Vice President



Insurance | Risk Management | Consulting

| Coverage Type                                | Renewal Insurer        | 2025 Renewal Premium | 2026 Premium (No Change in Exposure/Coverage) | 2026 Renewal Premium | % Change (2025 Renewal to 2026 Renewal) |
|----------------------------------------------|------------------------|----------------------|-----------------------------------------------|----------------------|-----------------------------------------|
| Travelers Package                            |                        |                      |                                               |                      |                                         |
| Property (Includes Inland Marine)            | Travelers              | \$ 263,267           | \$ 259,933                                    | \$ 374,805           | 42%                                     |
| General Liability                            |                        | \$ 48,294            | \$ 51,655                                     | \$ 51,360            | 6%                                      |
| Law Enforcement Liability                    |                        | \$ 89,500            | \$ 99,161                                     | \$ 106,000           | 18%                                     |
| Public Entity Management Liability           |                        | \$ 19,250            | \$ 21,835                                     | \$ 21,050            | 9%                                      |
| Employment Practices Liability               |                        | \$ 34,450            | \$ 22,657                                     | \$ 34,136            | -1%                                     |
| Auto                                         |                        | \$ 189,199           | \$ 203,786                                    | \$ 221,323           | 17%                                     |
| Umbrella                                     |                        | \$ 61,600            | \$ 71,770                                     | \$ 74,056            | 20%                                     |
| Total Travelers Package                      |                        | \$ 705,560           | \$ 730,798                                    | \$ 882,730           | 25%                                     |
| Standalone Property (Includes Inland Marine) | GovPro                 | \$ 263,267           | \$ 191,010                                    | \$ 234,069           | -11%                                    |
| Cyber                                        | Crum & Forster         | \$ 50,528            | \$ 46,750                                     | \$ 47,085            | -7%                                     |
|                                              | Converge               |                      | \$ 32,623                                     | \$ 32,856            | -35%                                    |
| Crime                                        | Chubb                  | \$ 1,826             | \$ 1,826                                      | \$ 1,826             | 0%                                      |
|                                              | Travelers              |                      | \$ 2,314                                      | \$ 2,314             | 27%                                     |
| Fiduciary                                    | Chubb                  | \$ 13,258            | \$ 13,258                                     | \$ 13,258            | 0%                                      |
|                                              | Travelers              |                      | \$ 9,721                                      | \$ 9,721             | -27%                                    |
| Excess Workers' Compensation                 | Midwest Employers      | \$ 144,854           | \$ 99,899                                     | \$ 104,894           | -28%                                    |
|                                              | Arch                   |                      | \$ 122,069                                    | \$ 128,172           | -12%                                    |
|                                              | Wesco Insurance/Amwins |                      | \$ 89,636                                     | \$ 94,118            | -35%                                    |
| Excess Workers' Compension SIR Bond          | Midwest Employers      | \$ 24,543            | \$ 24,543                                     | \$ 24,543            | 0%                                      |
| Drone Liability                              | Global Aerospace       | \$ 5,896             | \$ 5,417                                      | \$ 5,417             | -8%                                     |
| Broker Fee                                   | Arthur J. Gallagher    | \$ 48,500            | \$ 40,000                                     | \$ 40,000            | -18%                                    |
| Per Expiring Renewal Option                  |                        | \$ 994,965           | \$ 962,491                                    | \$ 1,119,753         | 13%                                     |
| Gallagher Recommended Renewal Option         |                        |                      | \$ 865,641                                    | \$ 950,475           | -4%                                     |

Thank you for your partnership with Gallagher. We appreciate the opportunity to serve the City of Bellevue and look forward to continuing to enhance and strengthen the City's risk management and insurance program in the years ahead.

**Jeff Kassal**, ARM, ARM-P, CIC, CRM, CPCU  
Regional Director – Public Entity Practice

**Joe Halstrom**, CLCS  
Area Assistant Vice President – Public Entity Practice

**Luke Tieso**  
Area Assistant Vice President

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                         |                                                      |                                               |  |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 9/15/2026         |                                                      | SUBMITTED BY: Administration                  |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Approval of two year bargaining agreement with the Civilian Employees Association of Bellevue (CEAB)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the CEAB 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: 453,305 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                     |                             |                               |
|-----------------------------------------------------|-----------------------------|-------------------------------|
| IS THIS A CONTRACT?: YES                            | COUNTER-PARTY: CEAB         | INTERLOCAL AGREEMENT: NO      |
| CONTRACT DESCRIPTION: CBA between the City and CEAB |                             |                               |
| CONTRACT EFFECTIVE DATE: 10/01/2026                 | 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 Civilian Employees Association of Bellevue for the term October 1, 2026 through September 30, 2028.

ATTACHMENTS:

|                                     |    |    |
|-------------------------------------|----|----|
| 1. CEAB Redlined Proposed Agreement | 2. | 3. |
| 4.                                  | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Janiff Willis*  
*[Signature]*  
*[Signature]*

AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE CIVILIAN EMPLOYEES ASSOCIATION OF BELLEVUE

~~October 1, 2025 – September 30, 2026~~  
October 1, 2026 – September 30, 2028

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## ARTICLE 1

### ASSOCIATION RECOGNITION

**SECTION 1.** The City of Bellevue, (hereinafter "City"), a first class city organized under the Statutes of the State of Nebraska, recognizes the Civilian Employees Association of Bellevue (hereinafter "CEAB" or "Unit" as the sole and exclusive bargaining representative of all regular full time employees (hereinafter "Employee(s)") of the City excluding non-civilian employees in the police and fire departments, supervisory employees and managerial employees as defined in the Nebraska Commission of Industrial Relations Act (hereinafter "Act").

"Supervisory Employees" or "Supervisors" shall mean persons who use independent judgment in hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, or disciplining other employees; and include those persons who use independent judgment in directing employees, adjusting grievances, or effectively recommending such action an individual is a supervisor if he/she has one or more of the types of authority specified above. Job duties rather than job title are determinative of Supervisor classification. All CEAB members are eligible for promotion to Supervisor.

Appendix B of this Agreement contains a descriptive listing of all current full-time Employee positions of the City. The City shall determine whether any classification established subsequent to the effective date of this Agreement is to be included or excluded from the Unit. When such a determination is made, the City will notify the CEAB. The CEAB will then have fourteen (14) calendar days to notify the City if it wishes to discuss the unit determination. The parties will discuss the placement and if a disagreement exists, the parties will submit the dispute to the Commission of Industrial Relations for resolution.

On October 1 and April 1 of each year, upon written request from the CEAB, the City will provide a roster of all bargaining unit employees, reflecting the employee's name, current mailing address, job title, pay grade and current base salary.

The Parties agree to continue the current practice of allowing bargaining unit employees one (1) hour with pay for the purpose of attending regular monthly meetings of the CEAB. On the day of the meeting, the employee will combine their thirty (30) minute meal break and two (2) fifteen (15) minute rest periods to attend said meeting or use their one (1) hour meal period with no rest periods. This one half (1/2) hour of paid time is not to be considered as hours worked for the purpose of computing overtime and must include travel time to and from the work site. In addition, the CEAB shall provide one calendar week notice of the meeting date, and will, upon request, provide a list of the employees who attended each meeting to the employee's Superintendent, Division Manager or Department Director. In the event a work emergency exists the Superintendent, Bureau Commander, Division Manager or Department Director shall have the authority to determine if the employee will be released.

SECTION 2. CEAB Officers and/or officials may utilize up to a total bank of forty (40) hours of documented paid leave time for conducting CEAB business per calendar year. The 40 hours expires on October 1<sup>st</sup> of each year of this agreement and hours may not be carried over into the next year. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "CEAB business" shall be defined as any time an Officer and/or Official performs duties for and/or on

behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, preparing CEAB business materials, etc.) All paid leave time must be documented in the City's timekeeping system. Such leave shall be subject to approval by the employee's supervisor upon written request by the CEAB no less than one week in advance of the requested leave date.

## ARTICLE 2

### MANAGEMENT RIGHTS

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

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To utilize part-time and temporary employees.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
12. To establish or modify job duties and classifications. CEA will be contacted and presented with updated job titles.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote transfer, assign, and retain employees; to demote, suspend or terminate, or take other disciplinary action against employees for cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
18. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout

- and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
  21. To determine and enforce employee's quality and quantity standards.
  22. To engage consultants for any function or operation of the City.
  23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
  24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
  25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
  26. To determine which services are to be rendered, supplied, or discontinued.
  27. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
  28. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
  29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. CEA will be notified of any changes.
  30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances. Emergency Circumstances shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

**SECTION 2.** The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

**SECTION 3.** The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

**SECTION 4.** In the event of an actual conflict between this Article and another Article of this Agreement, such conflict will be subject to the grievance and arbitration provisions of this Agreement.

**SECTION 5.** Any management rights change to policy, rules and regulations affecting wages and hours of the bargaining unit employees which is not in actual conflict with the terms of this Agreement, such change shall be subject to mandatory negotiation with the CEAB notwithstanding any other provision of this Agreement.

### ARTICLE 3

#### CHECK OFF

**SECTION 1.** Each regular pay period the City shall automatically deduct the amount of the regular CEAB legal donation from the pay of each CEAB member (hereinafter "Member"), provided that at the time of such deduction it is in the possession of the ~~Human Resources Payroll Division of the Finance Department~~Department a current written agreement, executed by the respective Member, in the form and according to the terms of the authorization form attached hereto, marked Appendix "D" and made a part hereof ("Authorization for Payroll Deduction"). The City shall remit such deductions to the address provided by the Civilian Employees Association of Bellevue.

**SECTION 2.** Such deductions of legal donation shall be made by the City for each regular pay period and continue until such time as the Authorization for Payroll Deduction has been withdrawn by the Employee in writing, and delivered to the Human Resources Department, with a copy provided to the CEAB. Notice will be given to the CEAB of any cancellations of legal donations.

**SECTION 3.** If the employee has signed an Authorization for Payroll Deduction form during his/her first pay period, then no legal donation shall be deducted until the next pay period, which deduction shall be limited to the amount of the current regular pay period CEAB legal donation, and shall not include legal donation for prior pay periods or any portions thereof.

**SECTION 4.** Previously signed and unrevoked written authorizations shall continue to be effective as to Members reinstated following layoff, leave of absence, or a suspension not exceeding sixty (60) days.

**SECTION 5.** At the time of the execution of this Agreement, the CEAB shall advise the ~~Finance Director~~Human Resources Department in writing of the exact amount of the regular monthly CEAB legal donation for each pay period. If, subsequently, the CEAB requests the City to deduct additional monthly CEAB legal donation, such requests shall be instituted only upon written assurance by the CEAB to the City that the requested amount is the regular monthly CEAB legal donation duly approved in accordance with the CEAB's constitution and bylaws.

**SECTION 6.** The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Member as above provided, upon notice from the CEAB it shall make that deduction from the Member's next pay period in which CEAB legal donation are normally deducted. If the City makes an overpayment to the CEAB, the City will deduct that amount from the next remittance to the CEAB. The CEAB agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article 3.

**SECTION 7.** The City agrees to provide this service without charge to the CEAB.



## **ARTICLE 4**

### **HOURS OF WORK/OVERTIME**

**SECTION 1.** A five (5) day, eight (8) consecutive hours per day, and forty (40) hour work week, or a shift schedule corresponding to more than eight (8) consecutive hours per day but no more than forty (40) hours per week, will be the standard work week for Employees.

When assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks. When assigned a 12 hour work shift, the employee must work this shift assignment in two week increment blocks. See Appendix F for Work Schedule.

**SECTION 2.** The work schedules for Employees shall be established by each City Department Director in accordance with below stated shifts.

Employees whose work shifts begin at 7:00am shall work until 3:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Employees whose work shift begins at 8:00am shall work until 4:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Employees who have successfully completed their introductory period may work a flexible schedule ("flextime") with the prior written approval of their department director. Upon receipt of a flextime request, the department director will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department. The department director may suspend or cancel the flextime arrangement at any time depending on staffing needs or the employee's job duties or performance.

Employees whose work shift begins other than 7:00 am or 8:00 am, or Employees working an approved flextime schedule, shall work eight and one-half (8½) hours and shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Employees whose work shift consists of ten (10) hour workday shall work a ten and one-half (10½) hours workday which will include two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Any employee who does not receive their two (2) paid breaks or their thirty (30) minute unpaid meal period, said time shall be counted as hours worked in computing overtime.

**SECTION 3.** An Employee may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. The maximum balance of accrued compensatory leave is 80 hours maximum at any one time.

Employees who work overtime and who have the maximum accrued amount of compensatory time during the respective year shall be compensated in cash at their regular overtime pay rate. Accumulated compensatory time shall be used within each contract year wherein it was earned and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

**SECTION 4.** Work performed by employees in excess of forty (40) hours in any work week shall be compensated at a rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Vacation, compensatory time, holiday time, bereavement leave and military leave shall be considered as hours worked in computing overtime. Sick leave shall not be considered as hours worked in computing overtime.

**SECTION 5.** When an employee that is not previously assigned to the "Winter Call-Out Assignment Schedule" for the day is notified to return to work after having clocked-out at the end of their normal shift, such time shall be classified as a call-in and paid one and one-half (1½) times his/her regular rate of pay for the additional number of hours worked (starting upon arrival) or a minimum of two (2) hours at overtime rate, whichever is greater. If an employee is notified to return to work during a date that has been previously assigned to them under the "Winter Call-Out Assignment Schedule", that call-out event is not eligible for a guaranteed minimum amount of hours at the overtime rate. Any employee that has agreed to be a substitute for an employee originally assigned to the "Winter Call-Out Assignment Schedule" will not be eligible for a guaranteed minimum amount of hours at the overtime rate.

For purposes of this article, a "call-in" is defined as a situation where an employee is called in to work for reasons other than emergencies not controlled by the City (e.g. tornado, flood, blizzard, accumulation event, or any other act of nature).

**SECTION 6.** The hours of work for those Employees in the Street, Fleet, Park and Wastewater Departments shall be Monday through Friday, starting at 7:00a.m., except that the City, in an emergency, shall have the right to temporarily change the starting schedule by two (2) hours. Work days may be adjusted from the Monday through Friday to Tuesday through Saturday in all City Departments covered by this contract. In addition, if the City Administrator orders operations to change due to Emergency Circumstances as defined in Article 2- Management Rights, temporary changes can be made to employee

start and end times as well as required days of work.

Starting time will remain at 7:00am or 8:00am whichever is the employees normal work shift. This starting time may be adjusted in an emergency by two (2) hours. Any emergency not controlled by the City (i.e. tornado, flood, blizzard, or any other act of nature) allows this section to be utilized with a 12 hour notice as deemed necessary by the Department Director. All hours of work and overtime guidelines will apply as outlined in Article 4.

**SECTION 7.** Semi-permanent changes to an employee's schedule, or changes that will impact the start and end time of a work shift due to reasons other than an Emergency not controlled by the City as defined in Section 6, will be approved by the Department Director and will be posted in all affected departments for a minimum of seven (7) days prior to the change. Prior to this section being utilized the City will make a reasonable effort to ensure all seasonal and part-time employees have been utilized to meet the work load needs.

If the new assignment causes undue hardship to the assigned employee it will be reviewed by the Department Director prior to implementation of new work schedule for that employee.

The adjusted work day schedule will be for a minimum of eighty (80) hours (ten (10), eight (8) hours days) and the maximum will be 160 hours (twenty (20), eight (8) hour days).

All hours of work and overtime guidelines will apply as outlined in Article 4 for both work shifts.

**SECTION 8.** The hours of work for those Employees assigned to the Library when working a day shift shall be 8:00a.m. to 5:00p.m. When an Employee is assigned an evening shift, work hours shall be 12:00pm (noon) to 9:00pm. The Library Director shall establish work schedules that address a six (6) day per week operation as required to serve the public, or seven (7) day work week subject to the Library's budgetary and operational needs.

**SECTION 9.** Any modifications made to an employee's time sheet must be discussed and reviewed with the employee prior to said modification taking place.

**SECTION 10.** An employee who is on vacation leave or compensatory time and is called into work for an emergency, the employee will have the option to complete their regularly assigned eight (8) hour work shift using regular time worked or remain on paid leave and receive call-out pay.

## ARTICLE 5

### LEAVE PROVISIONS

#### SECTION 1.

##### A. COMPUTATION OF VACATION:

1. **Employees Hired Before May 1, 2012.** Employees hired before May 1, 2012 shall continue to earn vacation time upon completion of each full month of employment as follows:

| <u>Years of Department (CITY) Employment</u>     | <u>Monthly Hours of Vacation</u> |
|--------------------------------------------------|----------------------------------|
| Beginning of 1 <sup>st</sup> year of employment  | 8 hours                          |
| Beginning of 5 <sup>th</sup> year of employment  | 11 hours                         |
| Beginning of 10 <sup>th</sup> year of employment | 14.33 hours                      |
| Beginning of 15 <sup>th</sup> year of employment | 16 hours                         |
| Beginning of 20 <sup>th</sup> year of employment | 17.66 hours                      |
| Beginning of 25 <sup>th</sup> year of employment | 21 hours                         |

2. **Employees Hired On or After May 1, 2012.** Employees hired on or after May 1, 2012 shall earn vacation time upon completion of each full month of employment as follows:

| <u>Years of Department (CITY) Employment</u>     | <u>Monthly Hours of Vacation</u> |
|--------------------------------------------------|----------------------------------|
| Beginning of 1 <sup>st</sup> year of employment  | 8 hours                          |
| Beginning of 5 <sup>th</sup> year of employment  | 10 hours                         |
| Beginning of 10 <sup>th</sup> year of employment | 12 hours                         |
| Beginning of 15 <sup>th</sup> year of employment | 14 hours                         |
| Beginning of 20 <sup>th</sup> year of employment | 16 hours                         |
| Beginning of 25 <sup>th</sup> year of employment | 20 hours                         |

3. Vacation leave balances must not equal or exceed 200 hours as of September 30<sup>th</sup> each calendar year. Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave pursuant to Section 1(A) until they reduce their vacation leave balance below 200 hours.

**SECTION 2. SCHEDULING VACATION:** Employees shall be provided the opportunity to take vacation leave in accordance with time earned as defined in Section 1. In accordance with the staffing needs as determined by the Department Head, Employees shall have the right to select their vacation leave by seniority as defined in Article 11.

**SECTION 3. SELLING VACATION TIME:** Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

#### SECTION 4. SICK LEAVE:

**A. Employees Hired Before October 1, 2012.** Employees hired before October 1, 2012 shall continue to earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment. Subject to Section 5A, there shall be no maximum amount of accumulated sick leave, but such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

**B. Employees Hired On or After October 1, 2012.** Employees hired on or after October 1, 2012 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5B, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

**C. Employees Hired On or After October 1, 2021.** Employees hired on or after October 1, 2021 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5C, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

#### SECTION 5. SICK LEAVE PAYOUT:

**A. Employees Hired Before October 1, 2012.** Employees hired before October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed a maximum cash payout in the amount of nine hundred sixty (960) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death, this benefit shall apply to the employee's designated beneficiary.

**B. Employees Hired On or After October 1, 2012.** Employees hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only one-half the accumulated hours of sick leave not to exceed a maximum cash payout in the amount of four hundred eighty (480) hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death, this benefit shall apply to the employee's designated beneficiary.

**C. Employees Hired On or After October 1, 2021.** Employees hired on or after October 1, 2021 are not eligible for any sick leave payout upon separation from the City. In the event of the Employee's death, there will be no sick leave payout benefit for the employee's beneficiary.

**D. 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.**

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## **SECTION 6. BEREAVEMENT LEAVE:**

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.

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.

In the event of the death of an Employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse, or child related by blood, marriage, or adoption, the Employee will be permitted to take bereavement leave with pay, not to exceed five (5) business days (consecutive or non-consecutive), including the day of the funeral.

In the event of the death of the father, mother, sister, brother, grandmother or grandfather of the Employee's spouse, the Employee will be permitted to take bereavement leave with pay, but not to exceed three (3) business days (consecutive or non-consecutive), including the day of the funeral.

In the event of the death of an Employee's aunt, uncle, niece or nephew, the Employee may, with the approval of the City Administrator or his/her designated representative, be permitted to take bereavement leave with pay for the day of the funeral.

## **SECTION 6. BEREAVEMENT LEAVE (Cont.):**

The above may be extended at the discretion of the City.

Bereavement leave shall be considered separate from sick leave and vacation leave and is not required to be taken consecutively.



~~Upon written request by the employee, the City Administrator may grant vacation leave to be utilized in conjunction with bereavement leave.~~

## **SECTION 7. MATERNITY LEAVE:**

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~~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.~~

~~A female employee may use sick leave when unable to perform her normal work duties by reason of pregnancy when supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties. An Employee who has exhausted her allowance of sick leave shall be entitled to maternity leave without pay, provided that all maternity leave shall be supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties and the physician will not release her to perform her normal work duties.~~

The Employee shall inform the Department Director within two weeks after pregnancy has ended of the date she intends to return to work. Upon her reinstatement from maternity leave, the

Employee shall be given credit for previous service and accrued retirement benefits, and accumulated seniority.

## **SECTION 8. MILITARY LEAVE:**

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~~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.

An employee who is a member of a U.S. Military Organization is entitled to attend field exercise or instruction not to exceed one hundred twenty (120) hours in one calendar year (January 1-December 31) without loss of pay or benefits in accordance with State Statutes.

**SECTION 9. JURY DUTY/REQUIRED ELECTION DUTY:** When 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. When summoned by competent jurisdiction, employees will attend jury duty or required election duty without loss of pay. The employee receives his or her regular salary provided he/she turns the jury pay over to the City Finance Office.

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**SECTION 10. SICK LEAVE DONATION.** In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12-month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the Civilian Employees Association of Bellevue President or Vice President prior to asking the employees for assistance. The request will only be submitted after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

## **ARTICLE 6**

### **HOLIDAYS**

**SECTION 1.** The following, together with any other days that may be so designated by the City, shall be paid holidays for all Employees (hereinafter "Holiday")

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Birthday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

**SECTION 2.** Each Employee who is not required to be on work duty will be allowed to be absent from work with pay on a Holiday. However, in order to receive pay for a Holiday, an Employee must not have been absent without pay on the work day immediately preceding or immediately following the Holiday unless excused in writing by the Employee's Supervisor.

**SECTION 3.** The Holiday shall be observed on the same day the City observes the Holiday.

**SECTION 4.** If a holiday occurs while an Employee is on Worker's Compensation or other disability compensation, no credit for the holiday shall be allowed.

**SECTION 5.** An Employee required to work on a Holiday shall be compensated at the rate of one and one-half (1½) times the Employee's regular rate of pay for the actual number of hours worked, in addition to the Employee's regular pay.

**SECTION 6.** When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday.

**SECTION 7.** Whenever a Holiday falls during an employee's authorized leave, such observed Holiday shall not be charged against the employee's authorized leave.

## ARTICLE 7

### EDUCATION COMPENSATION

**SECTION 1. EDUCATION INCENTIVE COMPENSATION.** In addition to regular hourly wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule so long as the higher education (hereinafter defined) hours are reasonably related to their positions:

A. Upon receipt of an Associate's Degree - \$10.00 per month.

B. Upon receipt of a Bachelor's Degree - \$20.00 per month.

**HIGHER EDUCATION:** Higher education is defined as education beyond high school which is defined specifically as that provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

**SECTION 2. REIMBURSEMENT.** The City agrees to reimburse Employees fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

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**SECTION 3.** All Employees must have advanced written approval from the Department Director and HR Manager in order to receive educational incentive compensation under Section 1 of this Article and reimbursement under Section 2 of this Article. An Employee must appeal any denial from the Department Director and/or HR Manager in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Department Director and HR Manager together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

**SECTION 4.** Employees required to achieve and/or maintain specific licenses and/or certificates shall do so at the City's expense. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. Scheduling tests, classes, seminars and continuing education required to achieve and/or maintain licenses and/or certifications shall be approved by the employees Department Director. The cost of the test, classes and/or seminars necessary to achieve and/or maintain the required license and/or certification shall be paid by the City. When traveling to, traveling from and during tests, classes, seminars and continuing education that is required by the employer, shall be considered on-the-clock and subject to the wage and overtime articles of this agreement. Whenever possible the City shall provide for transportation or the employee may submit mileage for reimbursement.

A. Journeyman's license(s) will be compensated in accordance with Section 1 paragraph (A) above. If an employee holds more than one license, they will receive this compensation for

each license (e.g. 2 licenses will allow the employee to receive \$10 per month.)

- B. Master's license/Contractor's license(s) will be compensated in accordance with Section 1 paragraph (B) above. If an employee holds more than one license, they will receive this compensation for each license (e.g. 2 Master's licenses will allow the employee to receive \$20 per month.)

The City shall pay for the renewal of all licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. All reimbursement requests will be paid within 45 calendar days of submission.

**ARTICLE 8**  
**ALLOWANCES**

**SECTION 1.** All fleet maintenance and fabrication technicians covered in Appendix B shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.

**SECTION 2.** Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The Department Director shall decide if his/her department(s) are on quartermaster or clothing allowance. Whether it is quartermaster or clothing allowance, clothing must be appropriate, presentable and easily identifiable as a City Employee. A maximum amount of \$250 will be provided towards steel toe safety footwear.

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**SECTION 3.** See Appendix E for a list of job classifications which qualify for the quartermaster system under this Article.



## ARTICLE 9

### LONGEVITY PAY

**SECTION 1.** Additional compensation shall be granted to Employees based upon length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

| <u>Employment Year Category</u>     | <u>Longevity Pay</u> |
|-------------------------------------|----------------------|
| Eight (8) years of employment       | \$ 35.00 per month   |
| Eleven (11) years of employment     | \$ 75.00 per month   |
| Fourteen (14) years of employment   | \$110.00 per month   |
| Seventeen (17) years of employment  | \$150.00 per month   |
| Twenty-one (21) years of employment | \$185.00 per month   |
| Thirty (30) years of employment     | \$220.00 per month   |

## ARTICLE 10

### WAGES

**SECTION 1.** Effective the first full payroll period in October, following ratification of this Agreement by approval of the City Council, the City will implement the hourly wage scale in Appendix A. ~~All employees will move to the step in their grade assignment that is the closest approximation of at least a 2% increase to their current wage, without a reduction. If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled.~~

**SECTION 2.** The anniversary date of Employees shall be the calendar date upon which full-time employment with the City started. Annually, during the term of this agreement, employees may receive step advancements in accordance with the wage schedule set forth in Appendix A on the Employee's anniversary date. In the event an Employee is promoted, the Employee's anniversary date shall reflect the date of promotion for purposes of performance evaluations and eligibility for future step advancements.

If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled.

**SECTION 3.** For the purpose of this Agreement, the City and the CEAB shall agree that when an Employee is promoted to a higher grade, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest approximation of five percent (5%).

**SECTION 4.** The City and the CEAB acknowledge that there are a number of promoted Employees who, upon reaching the maximum pay step for their pay grade, previously reverted back to their date of hire. The parties agree that, for the sake of fairness to these Employees, such Employees (and such Employees alone) shall remain on their date of hire anniversary for purposes of performance evaluations and eligibility for future increases. Employees that have "reverted" back to their original hire dates under past Agreements shall remain on their original hire date. Employees that have not "reverted" back to their original hire date will not do so upon reaching their maximum pay step for their pay grade and their promotion date will remain their date utilized for future evaluations and pay adjustments.

**SECTION 5.** ~~Employees who have been 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.~~

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~~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. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a step advancement.~~

## **SECTION 6. Winter Snow Plow Incentive**

All employees on the on-call snow removal roster that has a regularly assigned on-call schedule and call-out route will be eligible for payment under the incentive program. Fleet Maintenance, Parks and Facility Maintenance employees with a regularly assigned on-call schedule shall qualify as well. Payments of the Winter Snow Plow Incentive will be made in two (2) increments as outlined below:

### **Payment 1-**

\$500 separate check paid on the last payroll in November. There are no caveats to receiving this payment other than being a qualifying (per this section) full-time employee as of that payroll date.

### **Payment 2-**

Up to a \$600 separate check paid on the first payroll in April following the snow plow season. Eligibility and payment is determined based upon the following criteria:

- Must be a qualifying (per this section) full-time employee as of the date of payment.
- \$600 paid if you have 0-2 unplanned and unavailable absences during the Winter season
- \$400 paid if you have 3-4 unplanned and unavailable absences during the Winter season
- \$0 paid if you have 5 or more unplanned and unavailable absences during the Winter season

## **SECTION 7. WASTEWATER ON-CALL PAY**

Employees that are designated to be on-call in the Wastewater (WW) division of the Public Works Department, that are subject to the provisions and work restrictions as outlined in the Wastewater on-call procedures policy which includes but is not limited to the requirements of the employee(s) to remain fit for duty, to be able to be reached immediately, to remain within a reasonable call-back radius, and to respond for duty if summoned, will be eligible for "WW On-Call" pay in the amount of \$100 per week for any week that the employee is on-call. Eligibility will be determined by the Wastewater Operations Manager. If you are sick, or otherwise unable to participate in the WW On-Call assignment for the week, payment will not be issued. Any trade assignments that may be done will not impact "WW On-Call" pay for the week and will not be transferred between employees through the payroll system.

## **SECTION 8. 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

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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.

## **SECTION 9. BILINGUAL PAY**

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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 CEAB 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 CEAB 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> |
|---------------------------------------------|-----------------------|
| <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 11**

### **COST-OF-LIVING ADJUSTMENT**

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#### **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 112**

### **Seniority/Filling of Vacant Positions**

**SECTION 1.** "Seniority" means the employee's length of continuous service with the City, except as otherwise provided herein.

**SECTION 2.** "Continuous service" as used in Section 1 means an employee's length of service while in the bargaining Unit without break or interruption provided, that layoff of one (1) year or less, suspension for disciplinary purposes, absence on authorized leave with or without pay, or absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this Article.

**SECTION 3.**

**A.** The introductory period of employment with the City of Bellevue shall consist of six (6) months of actual employment in classification; any interruption of employment during such period shall not be counted as part of the introductory period. Lay-offs of less than fourteen (14) scheduled work days shall not constitute an interruption of employment within the meaning of this Section for either the introductory period with the City of Bellevue or any promotional introductory period.

The introductory period for fulltime employees hired after May 9, 2011 shall be six (6) months from the date of hire, and said employees shall receive a step increase after that six-month period.

**B.** During the introductory period, employees shall be allowed to transfer or relocate only if it is agreed upon by the City, the employee, and the CEAB.

**SECTION 4.** Where two or more employees began work on the same date, their Seniority standing shall be determined in the order in which they filed their respective application for employment.

**SECTION 5.** Where an employee holds a non-bargaining unit employment position, he/she shall retain all Seniority earned in all bargaining unit classifications in which he/she was previously employed. In no event shall non-bargaining unit employment service with the City be considered in calculating Seniority under this Agreement.

**SECTION 6.** The City shall have the exclusive right to promote employees into a higher classification provided, however, that when the employees abilities to perform the work in the higher classification are substantially equal, Seniority, as defined above, shall govern. An employee's past performance, including disciplinary action and performance appraisals will be considered in (1) promoting Employees and in (2) differentiating Employees with substantially equal Seniority.

**SECTION 7.** When the employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall be determined as follows: an employee shall be paid at the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay, but in no case shall the employee receive a pay reduction. Should the position the employee is working in out of class be in another union, the employee shall receive a 5% increase over his/her current pay. No employee shall work out of classification in a vacant position for more than 120 calendar days. This language is to be applied for each vacant job classification.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the Civilian Employees Association of Bellevue President.

## **ARTICLE 1312**

### **LAYOFFS**

**SECTION 1.** The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority.

**SECTION 2.** No Employee shall be laid off from any work classification while there are provisional, probationary, part-time or seasonal employees working in the same work classification.

**SECTION 3.** In the event an Employee becomes subject to layoff in his/her respective work classification, and is the best qualified to perform duties in a lateral or lower pay classification within the bargaining unit, such Employee, with the City Administrator's approval, shall be permitted to transfer to a position in the lateral or lower classification ("bumping"); provided, however, bumping or transferring to a lower classification shall also be at the lower classification's rate of pay. Prior to the bumping clause being utilized all vacant positions within the bargaining unit will be filled prior to the bumping taking place. An Employee in such lateral or lower classification subjected to layoff by virtue of the provisions of this Section 3, shall be laid off in accordance with the provisions of Section 1 hereof.

**SECTION 4.** The names of Employees who have been laid off shall be placed on a layoff list, kept in the normal course of business and maintained by the Human Resources Department, and shall be eligible for re-employment for a period of six (6) months from the date of the layoff. In the event the City attempts to hire employees during such six (6) month period to fill a classification for which the laid off Employee(s) is best qualified, the City shall first attempt to rehire from the list in reverse order of layoff; provided, such Employees return to work within fourteen (14) calendar days after notification of a reemployment opportunity.

**SECTION 5.** Where an Employee has accepted a position in a lateral or lower work or pay classification by virtue of a reduction in the Unit work force, such Employee shall have the first opportunity to be recalled to his/her former classification, whenever a job becomes available, in reverse order of reduction, regardless of the length of time that has expired between the acceptance of the lower classification and the availability of a job in such Employee's former classification.

## **ARTICLE ~~13~~14**

### **INSURANCE**

**SECTION 1.** The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An employee obtaining employee and spouse, employee and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

**SECTION 2.** The Group Insurance Plan is incorporated into Appendix C of this Agreement.

**SECTION 3.** The City shall provide group dental coverage for Employees. The City shall pay the entire premium for the individual Employee coverage. The coverage shall be substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate. (See Appendix C)

**SECTION 4.** Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

**SINGLE COVERAGE:** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) for the contract years, of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**SECTION 5.** The City shall provide a term life insurance policy for each Employee in an amount equal to (i) the Employee's annual salary plus \$7,000 or (ii) \$52,000, whichever is greater. (See Appendix C)

**SECTION 6.** The City and the CEAB agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs.



**ARTICLE ~~14~~15**

**RETIREMENT**

**SECTION 1.** Each Employee shall contribute six percent (6%) of such Employee's gross wages to the Employee's pension and retirement plan and the City shall pay an additional six percent (6%) of each such Employee's gross wages toward the Employee's pension and retirement plan. The Employee's contributions shall be automatically deducted from each Employee's regular pay period check.

**SECTION 2.** Employees will be eligible to be vested in the City paid portion of retirement contributions as defined in the Plan Document for the plan.

**ARTICLE ~~15~~16**

**DISCIPLINE**

**SECTION 1.** The City may not demote, suspend or terminate employees without cause.

**SECTION 2.** Prior to the demotion, suspension or termination of an employee, the City shall provide the employee with (1) written notice of the charges, (2) explanation of the employer's evidence, and (3) an opportunity for the employee to present his or her side of the story during a pre-disciplinary *Loudermill* meeting.

**SECTION 3.** Employees may submit concerns regarding verbal or written reprimands to the Human Resources Director for review. A written request for review must be submitted to the Human Resources Director within five (5) City Business days of the receipt of the reprimand.

**SECTION 4.** Employees may only grieve disciplinary action involving demotions, suspensions and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

## **ARTICLE ~~46~~17**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**SECTION 1.** A "Grievance" is defined as any dispute arising from the application and interpretation of this Agreement concerning wages, hours, or conditions of employment including demotions, suspensions, and terminations (but excluding other forms of disciplinary actions and layoffs as defined in Article 12 of this agreement).

**SECTION 2.** Any Grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be handled in the following manner:

**Step 1:** Within fourteen (14) calendar days of the incident giving rise to the Grievance, or the Employee or the CEAB becoming aware of the incident giving rise to the Grievance, the Grievance shall be submitted in writing to the Employee's Superintendent or Department Head, outlining the nature of the Grievance, including the Article and Section of the labor agreement that is in dispute. In the event the employee reports directly to a Department Director then the employee shall adhere to Step 1, but will go to Step 3 in the event the grievance is denied. The Supervisor shall meet with the Employee within fourteen (14) calendar days to discuss the Grievance and shall have fourteen (14) calendar days after the date on which the meeting occurs to respond in writing (the "response") to the Grievance. Any grievance filed due to a demotion, suspension or termination action shall be filed in accordance with Step 3 of this Article.

**Step 2:** If settlement is not reached under Step 1, the response and the Grievance shall be presented in writing by the Grievant to the Employee's Department Director within fourteen (14) calendar days after the date the response by the Supervisor was received by the Employee under Step 1. The Department Director shall have fourteen (14) calendar days to respond in writing to the Grievance.

**Step 3:** If settlement is not reached under Step 2, the response and the grievance shall be presented in writing by the Grievant to the City Administrator within fourteen (14) calendar days after the date the response by the Department Director was received by the Employee under Step 2. The City Administrator shall conduct such investigation and/or hearing and may call such witnesses as he/she deems, in his/her discretion, necessary to resolve the Grievance. The Employee shall be (1) given the opportunity to be present at the hearing, (2) allowed to call witnesses and present evidence, and (3) allowed to be represented by another individual of the Employee's choice. The extent of any investigation and/or hearing and the rules of procedure of same shall be wholly determined by the City Administrator.

The City Administrator shall respond to the Grievance in writing within fourteen (14) calendar days after the date of the completion of the investigation or hearing necessary. No Employee shall be suspended or terminated without pay without first receiving the hearing conducted by the City Administrator as provided by Step 2.

**Step 4:** If settlement is not reached under Step 3, then, within fourteen (14) calendar days after the date the City Administrator issues his/her written response under Step 3, the parties can either agree in writing to submit that particular Grievance to final and binding arbitration in accordance with Section 3 of this Article 15 or there is no such agreement, the Employee or the CEAB may file an action with a body of competent jurisdiction.

**SECTION 3.** In the event that both parties expressly agree in writing to final and binding arbitration as provided by Section 2 of this Article 15, the parties shall appoint an arbitrator by mutual agreement of the parties. In the event the parties cannot agree upon an arbitrator, then the parties shall request the Director of the Federal Mediation and Conciliation Service to provide a list of five (5) available arbitrators, from among whom the parties shall choose an arbitrator. After receipt of the list the City Administrator and Grievant and his/her representative, if any shall meet within seven (7) calendar days and select an arbitrator by each party striking two names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an Employee elects to process a Grievance without CEAB representation, as is the Employee's right, the CEAB shall have the right after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an Employee not choosing to be represented or assisted by the CEAB must be consistent with the terms of this Agreement.

Said arbitrator shall have no power to add to, subtract from, or in any way modify this Agreement, but he/she shall have the authority only to interpret and apply the provisions of the Agreement. The arbitrator shall have the power and authority to fashion a remedy in his/her determination of any Grievance.

The parties shall equally divide and share the expense of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

**SECTION 4.** All time periods/limitations set forth in this Article are of the essence and are to be strictly enforced against the party not complying therewith. Any time limitation provided herein may be waived or extended by written agreement of the City Administrator, or his/her designated representative and the Grievant(s) designated representative.

**SECTION 5.** The CEAB shall have the right to certify a reasonable number of Stewards who will, upon the request of an employee, be provided a reasonable amount of work time to process and investigate the employee's grievance. The employee shall obtain approval of the appropriate supervisor prior to contacting a Steward. The requested Steward will obtain the approval of the appropriate supervisor to be released during work time. Such requests will not be unreasonably denied. Upon ratification of this Agreement, and as revisions are necessary, the names will be provided to the City. On October 1 and April 1 of each year, the CEAB will provide a complete updated list of its designated Stewards to the City.

**ARTICLE ~~17~~18**

**SAVINGS CLAUSE**

**SECTION 1.** Nothing contained in this Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for Employees; no Employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of his Agreement.

**SECTION 2.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE ~~18~~19

DURATION, ACCEPTANCE AND REOPENING OF THE AGREEMENT

SECTION 1. This Agreement shall be in full force and effective the first full payroll period following ratification by the CEAB and the City Council of the City of Bellevue, Nebraska.

SECTION 2. This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after its expiration date until a new contract is agreed upon.

SECTION 3. The CEAB and the City shall submit an original set of contract proposals to the other party a minimum of six (6) months prior to the expiration date of this agreement, as per Article 19, Section 1.

SECTION 4. During the term of this Agreement, CEAB 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 Bellevue Professional Management Association. CEAB 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.

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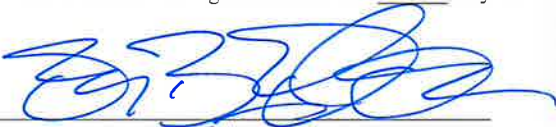
Upon receipt of CEAB's written notice of invocation, the City shall meet with CEAB's bargaining representatives within fifteen (15) business days to begin bargaining on the specific improvement identified in the notice.

Bargaining under this section 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.

The CEAB and the City shall commence bargaining at a minimum of five (5) months prior to the expiration of this agreement, as per Article 19, Section 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of September, ~~2025~~2026.

\_\_\_\_\_  
City of Bellevue Mayor

  
Civilian Employees Association of Bellevue President

Approved by the City Council on this \_\_\_\_\_ day of September, ~~2025~~2026.



ATTEST:

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City Clerk

## APPENDIX A

|                                                                | <u>PAY SCALE</u> |       |       |       |       |       |       |       |       |
|----------------------------------------------------------------|------------------|-------|-------|-------|-------|-------|-------|-------|-------|
|                                                                | 1                | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     |
| Accounting Clerk I                                             | 21.18            | 22.16 | 23.18 | 24.25 | 25.38 | 26.55 | 27.78 | 29.06 | 30.41 |
| Accounting Clerk II                                            | 25.36            | 26.32 | 27.33 | 28.37 | 29.45 | 30.58 | 31.74 | 32.96 | 34.23 |
| Automotive Equipment Operator I - Parks                        | 21.94            | 22.73 | 23.55 | 24.39 | 25.26 | 26.17 | 27.10 | 28.08 | 29.10 |
| Automotive Equipment Operator I - Streets                      | 22.28            | 23.07 | 23.89 | 24.73 | 25.60 | 26.51 | 27.45 | 28.41 | 29.42 |
| Automotive Equipment Operator II - Streets/Parks               | 25.19            | 26.05 | 26.94 | 27.85 | 28.80 | 29.78 | 30.79 | 31.84 | 32.95 |
| Automotive Equipment Operator III - Streets                    | 28.33            | 29.22 | 30.15 | 31.10 | 32.07 | 33.08 | 34.12 | 35.19 | 36.31 |
| Building Inspector                                             | 29.72            | 30.88 | 32.08 | 33.33 | 34.63 | 35.98 | 37.39 | 38.84 | 40.35 |
| Cemetery Caretaker I                                           | 19.53            | 20.55 | 21.62 | 22.74 | 23.93 | 25.18 | 26.49 | 27.86 | 29.31 |
| Cemetery Caretaker II                                          | 21.48            | 22.82 | 24.25 | 25.77 | 27.38 | 29.10 | 30.92 | 32.85 | 34.94 |
| Clerk II                                                       | 20.52            | 21.37 | 22.26 | 23.18 | 24.15 | 25.16 | 26.21 | 27.30 | 28.42 |
| Code Enforcement Inspector                                     | 25.54            | 26.76 | 28.03 | 29.36 | 30.75 | 32.21 | 33.74 | 35.34 | 37.03 |
| Code Enforcement Tech                                          | 24.25            | 25.23 | 26.25 | 27.31 | 28.41 | 29.57 | 30.76 | 32.01 | 33.31 |
| Custodial Worker                                               | 18.13            | 18.78 | 19.46 | 20.16 | 20.88 | 21.63 | 22.41 | 23.22 | 24.06 |
| Electrical Inspector                                           | 31.26            | 32.49 | 33.77 | 35.10 | 36.48 | 37.92 | 39.42 | 40.97 | 42.60 |
| Fabrication Maintenance Worker/Equipment Servicer              | 23.86            | 24.73 | 25.64 | 26.57 | 27.55 | 28.56 | 29.61 | 30.69 | 31.83 |
| Fabrication Technician                                         | 27.23            | 28.15 | 29.11 | 30.10 | 31.12 | 32.18 | 33.27 | 34.40 | 35.57 |
| Fleet Technician I                                             | 23.08            | 23.80 | 24.54 | 25.31 | 26.10 | 26.93 | 27.77 | 28.64 | 29.53 |
| Fleet Technician II                                            | 27.32            | 28.36 | 29.44 | 30.57 | 31.73 | 32.95 | 34.21 | 35.52 | 36.87 |
| Fleet Technician III                                           | 30.42            | 31.51 | 32.64 | 33.80 | 35.01 | 36.26 | 37.56 | 38.91 | 40.30 |
| Landscape Specialist                                           | 23.33            | 24.19 | 25.08 | 26.01 | 26.97 | 27.96 | 28.98 | 30.06 | 31.16 |
| Librarian I                                                    | 30.30            | 31.31 | 32.36 | 33.46 | 34.58 | 35.74 | 36.94 | 38.18 | 39.46 |
| Library Specialist/Head of Circulation                         | 23.55            | 24.52 | 25.54 | 26.60 | 27.72 | 28.87 | 30.08 | 31.34 | 32.64 |
| Maintenance Worker I                                           | 22.35            | 23.09 | 23.86 | 24.65 | 25.47 | 26.31 | 27.19 | 28.09 | 29.02 |
| Maintenance Worker II                                          | 25.39            | 26.21 | 27.05 | 27.92 | 28.83 | 29.76 | 30.72 | 31.71 | 32.73 |
| Maintenance Worker III                                         | 26.98            | 27.82 | 28.69 | 29.60 | 30.52 | 31.48 | 32.47 | 33.49 | 34.55 |
| Mini Bus Driver                                                | 15.78            | 16.45 | 17.16 | 17.90 | 18.67 | 19.47 | 20.30 | 21.17 | 22.06 |
| Parts Keeper II                                                | 25.71            | 26.64 | 27.62 | 28.63 | 29.67 | 30.75 | 31.88 | 33.04 | 34.24 |
| Permits and Inspections Technician                             | 24.43            | 25.51 | 26.63 | 27.81 | 29.04 | 30.32 | 31.66 | 33.05 | 34.51 |
| Planning and Permits Technician                                | 24.43            | 25.51 | 26.63 | 27.81 | 29.04 | 30.32 | 31.66 | 33.05 | 34.51 |
| Plumber/Building Maintenance                                   | 26.58            | 27.47 | 28.38 | 29.33 | 30.31 | 31.31 | 32.35 | 33.44 | 34.55 |
| Plumber/Mechanical Inspector                                   | 30.80            | 32.07 | 33.39 | 34.78 | 36.21 | 37.71 | 39.27 | 40.89 | 42.58 |
| Property & Evidence Technician                                 | 25.38            | 26.37 | 27.40 | 28.48 | 29.59 | 30.75 | 31.96 | 33.21 | 34.52 |
| Public Works Inspector                                         | 30.16            | 31.42 | 32.73 | 34.10 | 35.53 | 37.01 | 38.56 | 40.18 | 41.86 |
| Records Technician                                             | 21.91            | 22.78 | 23.67 | 24.61 | 25.57 | 26.58 | 27.63 | 28.72 | 29.86 |
| Safety Inspector                                               | 28.08            | 29.35 | 30.67 | 32.05 | 33.50 | 35.01 | 36.59 | 38.24 | 39.97 |
| Secretary - Fleet Maint/Human Services/Parks/Street/Wastewater | 22.69            | 23.57 | 24.48 | 25.43 | 26.42 | 27.44 | 28.50 | 29.60 | 30.74 |
| Traffic Sign Technician                                        | 26.68            | 27.51 | 28.37 | 29.26 | 30.17 | 31.12 | 32.08 | 33.08 | 34.10 |
| Traffic Sign/Signal Technician                                 | 29.52            | 30.43 | 31.37 | 32.33 | 33.33 | 34.36 | 35.42 | 36.51 | 37.65 |
| W/W Collections Crew Leader                                    | 29.51            | 30.76 | 31.96 | 33.21 | 34.50 | 35.84 | 37.23 | 38.68 | 40.19 |
| W/W Maintenance Crew Leader                                    | 30.51            | 31.72 | 32.98 | 34.29 | 35.65 | 37.07 | 38.53 | 40.06 | 41.62 |
| W/W Maintenance Mechanic                                       | 25.92            | 26.92 | 27.96 | 29.04 | 30.16 | 31.32 | 32.54 | 33.80 | 35.11 |
| W/W Maintenance Repairer                                       | 23.97            | 25.16 | 26.40 | 27.70 | 29.07 | 30.50 | 32.01 | 33.59 | 35.26 |
| W/W Maintenance Technician                                     | 25.34            | 26.43 | 27.56 | 28.74 | 29.96 | 31.24 | 32.57 | 33.97 | 35.40 |
| W/W Maintenance Worker                                         | 21.38            | 22.25 | 23.15 | 24.09 | 25.06 | 26.08 | 27.14 | 28.25 | 29.40 |

|                                                               | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | MARK |
|---------------------------------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|
| <b>CEAB Single Job Title</b>                                  |       |       |       |       |       |       |       |       |       |      |
| Accounting Clerk II                                           | 20.87 | 21.81 | 22.78 | 23.77 | 24.80 | 25.83 | 26.71 | 27.94 | 28.24 |      |
| Accounting Clerk III                                          | 24.88 | 25.81 | 26.78 | 27.76 | 28.83 | 29.40 | 30.52 | 31.69 | 31.91 |      |
| Administrative Equipment Operator I - Parks                   | 31.10 | 31.86 | 32.64 | 33.45 | 34.29 | 35.16 | 36.06 | 37.00 | 37.98 |      |
| Administrative Equipment Operator I - Streets                 | 31.43 | 32.18 | 32.97 | 33.78 | 34.63 | 35.49 | 36.39 | 37.33 | 38.29 |      |
| Administrative Equipment Operator II - Streets/Parks          | 34.73 | 35.05 | 35.50 | 36.08 | 36.69 | 37.69 | 38.41 | 39.62 | 31.68 |      |
| Administrative Equipment Operator III - Streets               | 37.24 | 38.10 | 38.99 | 39.90 | 40.84 | 41.81 | 42.81 | 43.84 | 44.91 |      |
| Bonding Inspector                                             | 20.58 | 20.99 | 20.93 | 21.05 | 21.30 | 21.60 | 21.93 | 22.35 | 22.80 |      |
| Construction Worker I                                         | 18.08 | 17.74 | 18.09 | 18.47 | 18.88 | 19.31 | 19.76 | 20.23 | 20.70 |      |
| Construction Worker II                                        | 20.63 | 21.34 | 22.11 | 22.94 | 23.80 | 24.68 | 25.58 | 26.50 | 27.43 |      |
| Cook II                                                       | 22.48 | 23.55 | 24.60 | 25.74 | 26.93 | 28.16 | 29.43 | 30.73 | 32.05 |      |
| Cook III/Industrial Inspector                                 | 24.56 | 25.73 | 26.95 | 28.23 | 29.57 | 30.97 | 32.44 | 33.98 | 35.61 |      |
| Code Enforcement Tech                                         | 21.32 | 24.26 | 26.94 | 29.26 | 31.32 | 33.41 | 35.52 | 37.66 | 39.81 |      |
| Customer Worker                                               | 17.41 | 18.06 | 18.71 | 19.38 | 20.08 | 20.80 | 21.55 | 22.31 | 23.11 |      |
| Electrical Inspector                                          | 30.06 | 31.24 | 32.47 | 33.75 | 35.08 | 36.46 | 37.90 | 39.39 | 40.96 |      |
| Fabrication Maintenance Worker/Equipment Driver               | 22.91 | 23.76 | 24.63 | 25.55 | 26.49 | 27.46 | 28.47 | 29.51 | 30.61 |      |
| Fabrication Technician                                        | 26.16 | 27.07 | 27.99 | 28.94 | 29.92 | 30.91 | 31.93 | 33.06 | 34.20 |      |
| Fleet Technician I                                            | 22.19 | 22.85 | 23.60 | 24.34 | 25.10 | 25.89 | 26.70 | 27.54 | 28.39 |      |
| Fleet Technician II                                           | 26.27 | 27.27 | 28.41 | 29.68 | 30.91 | 32.18 | 33.49 | 34.85 | 36.15 |      |
| Fleet Technician III                                          | 29.25 | 30.30 | 31.38 | 32.50 | 33.66 | 34.87 | 36.12 | 37.41 | 38.75 |      |
| Landscaping Specialist                                        | 22.43 | 23.26 | 24.12 | 25.01 | 25.93 | 26.88 | 27.87 | 28.90 | 29.96 |      |
| Librarian I                                                   | 29.31 | 30.11 | 31.12 | 32.17 | 33.26 | 34.37 | 35.52 | 36.71 | 37.94 |      |
| Librarian II                                                  | 22.64 | 23.58 | 24.56 | 25.58 | 26.65 | 27.76 | 28.92 | 30.13 | 31.38 |      |
| Maintenance Worker I                                          | 21.49 | 22.30 | 23.14 | 24.00 | 24.89 | 25.80 | 26.74 | 27.61 | 28.50 |      |
| Maintenance Worker II                                         | 24.41 | 25.20 | 26.01 | 26.85 | 27.72 | 28.61 | 29.51 | 30.49 | 31.47 |      |
| Maintenance Worker III                                        | 25.94 | 26.75 | 27.59 | 28.46 | 29.35 | 30.27 | 31.22 | 32.20 | 33.22 |      |
| Mechanical Technician                                         | 15.17 | 15.81 | 16.50 | 17.21 | 17.95 | 18.72 | 19.52 | 20.36 | 21.21 |      |
| Mechanical Technician II                                      | 24.72 | 25.62 | 26.56 | 27.53 | 28.53 | 29.57 | 30.65 | 31.77 | 32.92 |      |
| Paints Inspector                                              | 21.49 | 24.53 | 26.61 | 28.74 | 30.91 | 33.12 | 35.37 | 37.66 | 39.98 |      |
| Paints and Inspection Technician                              | 21.49 | 24.53 | 26.61 | 28.74 | 30.91 | 33.12 | 35.37 | 37.66 | 39.98 |      |
| Planning and Permit Technician                                | 25.56 | 26.41 | 27.29 | 28.20 | 29.14 | 30.11 | 31.11 | 32.15 | 33.22 |      |
| Plumbing/Building Maintenance                                 | 29.62 | 30.84 | 32.11 | 33.44 | 34.82 | 36.26 | 37.76 | 39.32 | 40.94 |      |
| Plumbing/Mechanical Inspector                                 | 24.40 | 25.36 | 26.35 | 27.38 | 28.45 | 29.57 | 30.73 | 31.93 | 33.19 |      |
| Property & Evidence Technician                                | 29.00 | 30.21 | 31.47 | 32.79 | 34.16 | 35.59 | 37.08 | 38.63 | 40.25 |      |
| Public Works Inspector                                        | 21.07 | 21.90 | 22.76 | 23.66 | 24.59 | 25.56 | 26.57 | 27.62 | 28.71 |      |
| Records Technician                                            | 27.00 | 28.22 | 29.49 | 30.82 | 32.21 | 33.66 | 35.18 | 36.77 | 38.43 |      |
| Safety Inspector                                              | 21.87 | 22.68 | 23.54 | 24.45 | 25.40 | 26.38 | 27.40 | 28.46 | 29.56 |      |
| Secretary - Food Management Services/Parks/Street Maintenance | 25.65 | 26.45 | 27.28 | 28.13 | 29.01 | 29.92 | 30.85 | 31.81 | 32.79 |      |
| Traffic Sign Technician                                       | 28.38 | 29.26 | 30.16 | 31.09 | 32.06 | 33.04 | 34.06 | 35.11 | 36.20 |      |
| W/P Collection Crew Leader                                    | 28.47 | 29.58 | 30.73 | 31.93 | 33.17 | 34.46 | 35.80 | 37.19 | 38.64 |      |
| W/P Maintenance Crew Leader                                   | 29.34 | 30.50 | 31.71 | 32.97 | 34.28 | 35.64 | 37.05 | 38.52 | 40.02 |      |
| W/P Maintenance Mechanic                                      | 24.93 | 25.88 | 26.88 | 27.92 | 29.00 | 30.12 | 31.29 | 32.50 | 33.76 |      |
| W/P Maintenance Inspector                                     | 24.09 | 24.19 | 25.18 | 26.23 | 27.35 | 28.51 | 29.71 | 30.98 | 32.30 |      |
| W/P Maintenance Technician                                    | 24.37 | 25.81 | 26.50 | 27.63 | 28.81 | 30.04 | 31.32 | 32.66 | 34.04 |      |
| W/P Maintenance Worker                                        | 20.56 | 21.39 | 22.26 | 23.16 | 24.10 | 25.08 | 26.10 | 27.16 | 28.27 |      |

## APPENDIX B

### JOB CLASSIFICATIONS

Accounting Clerk I  
Accounting Clerk II  
AEO I Parks  
AEO I Streets  
AEO II Parks/Streets  
AEO III Street  
Building Inspector  
Cemetery Caretaker I  
Cemetery Caretaker II  
Clerk II  
Code Enforcement Inspector  
Code Enforcement Tech  
Custodial Worker  
Electrical Inspector  
Fab Maint Worker/Equip  
Servicer  
Fabrication Tech  
Fleet Tech I  
Fleet Tech II  
Fleet Tech III  
Landscape Specialist  
Librarian I  
Library Specialist  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Mini Bus Driver  
P&I Tech  
Planning & Permits Tech  
Parts Keeper II  
Plumber Building Maintenance  
Plumbing/Mechanical Inspector  
Property & Evidence Tech  
Public Works Inspector  
Records Technician  
Safety Inspector  
Secretary  
Traffic Sign Tech  
Traffic Sign/Signal Technician  
WW Collections Crew Leader  
WW Maintenance Crew Leader  
WW Maintenance Mechanic  
WW Maintenance Repairer

WW Maintenance Technician  
WW Maintenance Worker

## **APPENDIX C**

### **INSURANCE POLICY**

The Group Medical Insurance Plan, Life Insurance and Group Dental Plan as written for employees of the City of Bellevue is incorporated in its entirety into this Agreement



## APPENDIX D

### AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the City of Bellevue to deduct from my regular paycheck the sum of money for payment of the regular CEAB dues and then pay same to the Civilian Employees Association of Bellevue. This Authorization shall remain in effect, and the City may rely thereon, until such time as it is withdrawn in writing by the undersigned.

Name: \_\_\_\_\_

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Approved: \_\_\_\_\_

## APPENDIX E

### APPLICABLE JOB CLASSIFICATIONS FOR QUARTERMASTER SYSTEM

#### Clothing

Administrative Services – bus drivers  
Street Dept. AEO 1, 2 & 3  
Sign & Signal Technicians  
Sign Technician  
Fabrication Technician  
Parks, Building Maintenance, Cemetery  
Wastewater Technicians

#### Boots

Safety Inspector  
Street Dept. AEI 1, 2 & 3  
Sign & Signal Technician  
Sign Technician  
Fabrication Technician  
Code Enforcement  
Evidence Technicians  
Parks, Building Maintenance, Cemetery  
Fleet  
P & I Inspectors  
Wastewater Technicians

## APPENDIX F

### EXAMPLE WORK SCHEDULE FOR 12-HOUR SHIFT

| SUNDAY     | MONDAY     | TUESDAY    | WEDNESDAY  | THURSDAY   | FRIDAY     | SATURDAY   |
|------------|------------|------------|------------|------------|------------|------------|
|            |            |            |            | 1<br>WORK  | 2<br>OFF   | 3<br>OFF   |
| 4<br>OFF   | 5<br>WORK  | 6<br>WORK  | 7<br>OFF   | 8<br>OFF   | 9<br>WORK  | 10<br>WORK |
| 11<br>WORK | 12<br>OFF  | 13<br>OFF  | 14<br>WORK | 15<br>WORK | 16<br>OFF  | 17<br>OFF  |
| 18<br>OFF  | 19<br>WORK | 20<br>WORK | 21<br>OFF  | 22<br>OFF  | 23<br>WORK | 24<br>WORK |
| 25<br>WORK | 26<br>OFF  | 27<br>OFF  | 28<br>WORK | 29<br>WORK | 30<br>OFF  | 31<br>OFF  |

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                         |                                                      |                                               |  |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: 09/15/2026        |                                                      | SUBMITTED BY: Administration                  |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Approval of two year bargaining agreement with the International Association of Firefighters Local 4906 (IAFF)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the IAFF expires on September 30, 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: \$538,384 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|                                                     |                             |                               |
|-----------------------------------------------------|-----------------------------|-------------------------------|
| IS THIS A CONTRACT?: YES                            | COUNTER-PARTY: IAFF         | INTERLOCAL AGREEMENT: NO      |
| CONTRACT DESCRIPTION: CBA between the City and IAFF |                             |                               |
| CONTRACT EFFECTIVE DATE: 10/01/2026                 | 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 International Association of Firefighters Local 4906 (IAFF) for the term October 1, 2026 through September 30, 2028.

ATTACHMENTS:

|                                     |    |    |
|-------------------------------------|----|----|
| 1. IAFF Redlined Proposed Agreement | 2. | 3. |
| 4.                                  | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4906**

**AND**

**CITY OF BELLEVUE, NEBRASKA**

October 1, 2026 to September 30, 2028  
~~October 1, 2025 — September 30, 2026~~

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#### **PREAMBLE**

This Agreement is entered into by and between the City of Bellevue, Nebraska hereinafter referred to as the "City", and the International Association of Firefighters Local No. 4906, affiliated with the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "IAFF Local No. 4906" or "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours and conditions of employment.

## ARTICLE 1

### DEFINITIONS

For the purpose of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition.

- A. **Appointments:** shall mean all means of selecting, appointing, or employing any person to hold any position or employment subject to civil service.
- B. **Appointing Authority:** shall mean the City Administrator.
- C. **Chief:** shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- D. **City:** shall mean the City of Bellevue, Nebraska.
- E. **City Administrator:** shall mean the duly appointed City Administrator or Acting City Administrator of the City.
- F. **City Business Day:** Normal City operating hours; Monday-Friday, 8:00am-4:30pm, excluding holidays and weekends.
- G. **Civil Service Commission:** shall mean a civil service commission created pursuant to the Nebraska Civil Service Act and the Code of the City.
- H. **Department:** shall mean the Fire Department of the City.
- I. **Department Head:** shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- J. **Employee**~~Employee~~: shall mean all sworn full-time ~~employee~~employees of this Union below the rank of Assistant Chief, i.e. sworn Full-time Firefighters, Drivers, Medic Drivers, Paramedics, Paramedic Shift Supervisors, Captains and Battalion Chiefs.
- K. **EMT-P:** shall mean a certified paramedic licensed under the state of Nebraska and authorized to practice under the City's Medical Director.
- L. **Full-time Firefighter:** shall mean duly appointed (under the Civil Service Act) firefighters who are paid regularly by the city and for whom firefighting is a full-time career, but shall not include clerical, custodial, maintenance personnel, or part-time Firefighters.
- M. **Introductory Period:** shall mean the six (6) month period of probationary service following any appointment, employment, promotion or involuntary demotion.

- N. **Lateral Transfer:** shall mean moving an ~~employee~~Employee from one position to another of the same class or another class having the same salary range, similar duties and requiring essentially the same basic qualifications.
- O. **Layoff:** shall mean the separation of an ~~employee~~Employee from duty because of a reduction in force, position elimination, department re-organization, lack of work, or lack of funds.
- P. **Mayor:** shall mean the duly-elected Mayor or Acting Mayor of the City.
- Q. **Total Job Seniority:** ~~refers to~~shall mean the length of an individual's continuous full-time service within the Bellevue Fire Department, regardless of their specific job classification. It represents the total time an ~~employee~~Employee has worked ~~full time~~full-time for the department, including all positions held, from their initial hire date to the present. If ~~two (2)~~ or more individuals share the same hire date, their original civil service rank from when they were hired will then determine who has more seniority.
- R. **Union:** shall mean the International Association of Firefighters Local No. 4906.
- S. **Vacancy:** shall mean an opening in a previously duly authorized position with no incumbent for which funds have been budgeted and which the Department Head and City Administrator considers essential to fulfill City needs and standards.
- T. **Local 4906 Union Officer:** shall mean the President, Vice President, Secretary and Treasurer of the ~~Bellevue Professional Firefighters~~International Association of Firefighters Local 4906.
- U. **Emergency Circumstance:** shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

## ARTICLE 2

### UNION RECOGNITION

The City recognizes the International Association of Firefighters Local No. 4906 as the sole and exclusive bargaining representative of all sworn full-time Fire Department ~~employee~~Employees, and excluding all other ~~employee~~Employees of the Fire Department and City ~~employee~~Employees who are currently holding full-time or part-time City positions outside of the Fire Department.

### ARTICLE 3

#### MANAGEMENT RIGHTS

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

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule ~~employee~~Employees for work in any given work week on days which are not consecutive.
5. To determine the number of ~~employee~~Employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To determine the knowledge, skill, qualifications and other abilities necessary for ~~employee~~Employees.
9. To establish and revise safety standards.
10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer ~~employee~~Employees.
11. To establish or modify job duties and classifications.
12. To establish, modify, change and discontinue performance standards, including quality standards.
13. To examine, classify, promote, transfer, assign, and retain ~~employee~~Employees; to suspend, demote, discharge, or take other disciplinary action against ~~employee~~Employees for just cause; and to relieve ~~employee~~Employees from duties due to lack of work or funds.
14. To determine, establish, set and implement policies for the selection, training, and promotion of ~~employee~~Employees.
15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance.

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substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.

18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce ~~employee~~Employee's quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
24. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual ~~employee~~Employees to appropriate classifications based upon duty assignments.
29. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE 4

### DUES CHECK OFF

- SECTION 1. The City shall deduct regular monthly Union dues from the pay of each ~~employee~~Employee, provided that at the time of such deduction the City has a current written assignment, executed by the ~~employee~~Employee, in the form of the authorization form set out in the Appendix ~~1A~~. Such authorization may be revoked by the ~~employee~~Employee at any time by giving written notice thereof to the ~~Personnel Division of the Administrative Services~~Human Resources Department.
- SECTION 2. Previously-signed ~~employee~~Employee authorizations shall continue to be effective as to ~~employee~~Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3. Such authorized deductions shall be made each pay period of each calendar month and will within ten (10) days be remitted by the City to the Union bank account. The City will provide the Union Treasurer the amount of each deposit upon request.
- SECTION 4. At the time of execution of the Agreement, the Union shall advise the City in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the City to deduct additional monthly Union dues, such requests shall be effective only upon written assurances by the Union to the City that amounts are regular monthly Union dues, duly approved in accordance with the Union's constitution and bylaws.
- SECTION 5. The City agrees to provide this service without charge to the Union.
- SECTION 6. The City shall not be liable for any mistakes. The City and the Union shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

**ARTICLE 5**  
**NOTIFICATION**

- SECTION 1. ~~Employee~~Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the ~~employee~~Employee must notify the City within five working days, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the City of any obligation to provide notice to the ~~employee~~Employee under any recall or related provisions of this Agreement.
- SECTION 2. If the City is required to give notice to ~~employee~~Employees under any provision of this Agreement, the notice will be given by any verifiable means including, but not limited to, certified, return receipt requested mail to the ~~employee~~Employee's last known address, or telephone call to the last known telephone number. If the ~~employee~~Employee fails to respond to the notice or message within three (3) days, the City's obligation to the ~~employee~~Employee under this Agreement ceases.

## ARTICLE 6

### BULLETIN BOARDS AND E-MAIL POLICY

- SECTION 1. The City shall permit the Union to use one bulletin board, designated by the Fire Chief, at each station for posting notices of Union meetings and elections, results of such meetings and elections, if the Union so chooses, and reports of Union committees and other Union activities, such as MDA, charitable or social activities engaged in by the Union.
- SECTION 2. Posted notices shall not contain anything political or anything reflecting adversely upon City or any of its ~~employee~~Employees. Any Union-authorized violation of this Article shall entitle the City to cancel immediately the provisions of this Article and prohibit the Union further use of the bulletin boards.
- SECTION 3. The Union President and/or his designated officer of the Union may use the City's e-mail system to contact Union members regarding Union business and/or work-related matters relative to Union meetings, elections and committee activity. Any use of the City's e-mail system by the Union President or his officer for this purpose shall not allow dissemination of political information or anything reflecting adversely upon Fire Department or the City, and the Union President or his designated officer shall not use the system to disparage or harass other City ~~employee~~Employees.

## ARTICLE 7

### PAST PRACTICE

This Agreement supersedes any previous oral and written agreements between the City and its ~~employee~~ Employees. The City will not be bound by any past understandings, practices and/or customs between the City and its ~~employee~~ Employees on matters not specifically governed by the terms of this Agreement.

## **ARTICLE 8**

### **SEPARABILITY SAVINGS AND COMPLETE AGREEMENT**

- SECTION 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated if it remains lawful to do so.
- SECTION 2. The City and the Union agree that the relations between them will be governed by this Agreement. Modifications to this Agreement will not control unless reduced to writing and executed by the City and the Union.
- SECTION 3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.
- SECTION 4. In the event that this labor agreement between the City and Union is terminated for any reason, the benefits, wages and working conditions as outlined in this labor agreement will stay in effect until another contract between the City and Union can be negotiated by means of collective bargaining.



## ARTICLE 9

### UNION ACTIVITIES

- SECTION 1. The City agrees to place Union Officers, not exceeding four (4) in number, on special duty while collective bargaining meetings are being conducted. The Union Officers shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed so long as a rig is not out of service. The Union Officers shall be identified prior to starting negotiations and shall not change.
- SECTION 2. It is agreed that the solicitation of members and distribution of Union literature of a non-controversial nature will be allowed during one presentation to be made by Union representatives before each new firefighter recruit class. Such presentation shall not exceed one (1) hour. The Union agrees that there shall be no further solicitation of membership or collection of Union dues, fees, or assessments on City time or on City property, without prior written approval from the Chief.
- SECTION 3. Union Officers and/or officials may utilize up to a total bank of two-hundred and eighty (280) hours (which shall not be subject to conversion) for conducting Union business per year. The 280 hours expires every October 1 of each year of this agreement and no carryover or rollover of hours will be allowed. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above.
- SECTION 4. Once the paid leave as described in Section 3 is exhausted, Union Officers and/or officials, not exceeding two (2) in number, may be granted leave from duty without pay for the purpose of attending Union business meetings, conventions, education conferences or conducting other Union business. Such leave shall be subject to approval by the Chief of a written request by the Union no less than one week in advance of the requested leave date. Union Officers and/or Officials in excess of two (2) seeking leave from duty without pay for the purposes listed in this section may be granted leave with prior approval by the Chief.
- SECTION 5. The Union will be allowed to conduct monthly executive board meetings on City property and while certain ~~employee~~Employees are on-duty, but no ~~employee~~Employees will be allowed to leave their service area for the purposes of attending Union meetings, other than the Union officials described above.
- SECTION 6. The Union shall notify the City Administrator in writing of the names of Union Officers and/or officials within seven (7) calendar days after each Union election, resignation, removal or appointment of Union Officers and/or officials.

## ARTICLE 10

### NON-DISCRIMINATION

- SECTION 1. The parties hereby agree not to discriminate against ~~employee~~Employees because of race, sex, color, creed, national origin, sexual orientation, marital status, religious belief or disability.
- SECTION 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of ~~employee~~Employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of ~~employee~~Employees to withdraw, ~~revoke~~, or cancel Union membership.
- SECTION 3. Whenever male gender is used in this Agreement, it should-shall include the female gender, when applicable.

## ARTICLE 11

### INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 13-1801, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the ~~employee~~Employees which are party to such action.

## ARTICLE 12

### DISCIPLINE AND DISCHARGE

SECTION 1. No ~~firefighter-employee~~Employee in the bargaining unit shall be removed, suspended, demoted or discharged except for cause. Cause shall include but not be limited to:

- A. Unexcused failure to work the scheduled shift;
- B. Dishonesty, including theft of time and fraud;
- C. Conduct that damages the reputation of the City or the Fire Department;
- D. Use of illegal narcotics as defined by the Nebraska Criminal Statutes;
- E. Committing a criminal act involving moral turpitude, or disgraceful conduct;
- F. Using, possessing, or being under the influence of alcohol or non-prescription controlled substance while on duty;
- G. Abusive treatment of any member of the public, or City officers and ~~employee~~Employees, including threats to harm property or persons;
- H. Insubordination;
- I. Incompetence;
- J. Failing to exercise the standard of care that a reasonably prudent person would exercise in a similar situation;
- K. Violating any lawful or reasonable rule, regulation, or order made or given by a superior officer;
- L. Inducing, attempting to induce, or participating in any attempt to induce any officer or ~~employee~~Employee of the City to commit an illegal act or to act in violation of any lawful and reasonable regulation or order;
- M. Being absent from duty without leave contrary to the provisions in this Agreement, or failing to report after a leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority; or
- N. Any cause identified in the City of Bellevue Employee Policy Manual or City ordinance.

Violating any provisions of this Section shall be punishable by reprimand, suspension, demotion, and/or discharge. Counseling on these provisions shall not be considered discipline.

SECTION 2. It is understood between the parties that the City may discipline an ~~employee~~Employee after actually questioning the ~~employee~~Employee. However, anytime an ~~employee~~Employee is questioned regarding a matter which may, in the reasonable belief of the City, result in the ~~employee~~Employee being disciplined, the ~~employee~~Employee shall be entitled to the following rights:

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#### FIREFIGHTER'S BILL OF RIGHTS:

1. Prior to any questioning, as detailed above, an accused ~~employee~~Employee shall be informed of the nature of the investigation in writing. Should such questioning be based upon a citizen's complaint, an accused ~~employee~~Employee shall receive a copy of the written formal complaint prior to such questioning.
2. The ~~employee~~Employee shall have the right to have the interrogation conducted at a reasonable hour, preferably at a time when the ~~employee~~Employee is on duty.
3. The ~~employee~~Employee shall have the right to be compensated for actual time spent in interrogation and shall be informed of the identity of any persons conducting the interrogation.
4. An ~~employee~~Employee who is subject of the investigation shall have the right to the presence of Union representative and/or Union attorney during the interrogation. the ~~employee~~Employee will be given a reasonable amount of time to obtain such representation, and such representative shall have a reasonable right to be heard. The ~~employee~~Employee's representative will be advised that the interview is an administrative process, and that the ~~employee~~Employee being interviewed is compelled to honestly answer questions from the investigator. If the representative feels the question is objectionable and needs further discussion, a brief objection may be made on the record. The investigator will consider the objection and determine whether to modify the question or proceed. The representative has the right to privately counsel the ~~employee~~Employee before or after the interview, but all other discussions during the interview shall be on the record. During the interview, there shall be no disruptive conduct. At the conclusion of the interview, the representative will be able to ask the ~~employee~~Employee being interviewed any questions, or make a statement for the record.
5. The ~~employee~~Employee shall have the right during the interrogation to be allowed to attend to his/her own physical necessities without compromising the integrity of the investigation.
6. Nothing in this section shall prohibit the City from ordering an ~~employee~~Employee to answer questions. Furthermore, nothing in this section shall preclude the City from informing the ~~employee~~Employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
7. The ~~employee~~Employee shall not have the right to record in any manner the interrogation. If the City records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the

employeeEmployee at the City's expense if disciplinary action is taken against the employeeEmployee and the employeeEmployee appeals such action or the union needs the recording to determine the merits of a grievance. The employeeEmployee, or the Union, must request such transcript or duplicate recording be provided, and, in that event, the City will so provide within ten (10) working days, defined as any weekdays that are not City-recognized holidays. If the Union makes the request, the affected employeeEmployee must agree.

8. The name of the employeeEmployee involved in the interrogation shall typically be kept confidential, and shall not be released to the news media by City, unless a compelling public interest justifies the disclosure in the City's discretion.

9. The employeeEmployee shall have the right to review, at reasonable times and places with reasonable advanced notice, on his/her off duty time, his/her official Personnel file. The employeeEmployee shall have the right to file a written response to any adverse comment in their file within a reasonable period following the employeeEmployee's notice of such comment, and have the employeeEmployee's response attached to such comment.

10. After disciplinary action is taken, and if the employeeEmployee signs a written approval, the City will allow the Union to look at such employeeEmployee's complete disciplinary file. However, the Union may not remove or copy any items from such file.

11. After an employeeEmployee is disciplined, upon appeal of such disciplinary action, the employeeEmployee will be entitled, upon request, to discovery of all information relied upon by the City to justify the discipline. The City shall have the right to discovery of any information from the employeeEmployee and/or the Union that is being relied upon to dispute the discipline.

12. WITNESSES IN DISCIPLINARY ACTIONS. If an employeeEmployee is interviewed and such employeeEmployee is not the subject of the disciplinary investigation, he/she shall not have a right to a Union representative or any other rights stated above. However, if at any time during the course of this witness interview, the interrogator has reason to believe the witness may be subject to disciplinary action, the interrogator will immediately advise the employeeEmployee of his/her representation rights and proceed according to the above Bill of Rights.

SECTION 3. DISCIPLINARY ACTIONS - SUSPENSIONS: An employeeEmployee may be suspended without pay for cause for a period or periods not exceeding two hundred and twenty four (224) hours for an employeeEmployee working Suppression and one hundred and sixty (160) hours for an employeeEmployee working Bureau. A written notice for such suspension shall be transmitted to the employeeEmployee with a copy transmitted to the Personnel Department. Such notice shall include the reasons for and the duration of the suspension. For purposes of this section, suspensions shall be determined on an hourly basis

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relative to the suppression/bureau work shift. Example: A 24 hour suspension given to a suppression ~~employee~~Employee would be equivalent to a 17.143 hour suspension for a bureau ~~employee~~Employee.

SECTION 4. DISCIPLINARY ACTIONS - DEMOTION: An ~~employee~~Employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the ~~employee~~Employee with a copy transmitted to the Personnel Department.

SECTION 5. DISCIPLINARY ACTIONS - DISCHARGE: An ~~employee~~Employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the ~~employee~~Employee and to the Personnel Department.

SECTION 6. PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an ~~employee~~Employee, the ~~employee~~Employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances or exculpatory information. The City Administrator or a designee shall meet with the ~~employee~~Employee and the UnionNION Representative, if requested, and inform the ~~employee~~Employee in writing of the allegations and receive any information or explanation the ~~employee~~Employee wishes to supply prior to a decision for discharge.

SECTION 7. The City may begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action may be taken within forty-five (45) City Business days of such notification. This forty-five (45) City Business day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty-five (45) City Business day period, the ~~employee~~Employee under investigation will be notified in writing of the extension. The Union President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the ~~employee~~Employee is involved in any criminal investigation that may lead to charges being filed against that ~~employee~~Employee.

SECTION 8. Special Disciplinary Procedures for ~~Employee~~Employee Loss of Driver's License

1. One of the requirements to hold a sworn position in the Fire Department is that such ~~employee~~Employee must possess a valid, current license to operate a motor vehicle. It shall be the responsibility of each individual ~~employee~~Employee to report to his/her supervisor the loss of driver's license and/or driving privileges as soon as such loss occurs. FAILURE TO PROMPTLY REPORT LOSS OF DRIVING PRIVILEGES CAN RESULT IN THE ~~EMPLOYEE~~EMPLOYEE'S DISCIPLINE AND/OR

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TERMINATION. This applies any time the ~~employee~~Employee's driving privileges are terminated, revoked, suspended, or limited in any way by any court or administrative office of the State of Nebraska or any other state or jurisdiction.

2. The City recognizes that occasions arise where otherwise valuable ~~employee~~Employees may temporarily lose their driving privileges. In a desire to help such ~~employee~~Employees and to protect the City's investment in highly trained personnel, the City is prepared to make certain accommodations when possible.
3. If an ~~employee~~Employee (probationary or otherwise) loses his/her privilege to operate a motor vehicle for ninety (90) days or less, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
  - a. The ~~employee~~Employee will be suspended for a period of 0-72 hours for ~~employee~~Employees working in suppression, 0-51.43 hours for ~~employee~~Employees working in the bureau. The Fire Chief shall determine the duration of such suspension.
  - b. The ~~employee~~Employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for ~~employee~~Employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the ~~employee~~Employee is the lowest pay stem then they shall be required to wait an additional six (6) months for a Step increase.
  - c. The ~~employee~~Employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
4. If an ~~employee~~Employee loses his/her privilege to operate a motor vehicle for ninety-one (91) days up to and including six (6) months, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
  - a. The ~~employee~~Employee will be suspended for 168 hours for ~~employee~~Employees working in suppression, 120 hours for ~~employee~~Employees working in the bureau, or less at discretion of the Fire Chief.
  - b. The ~~employee~~Employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for ~~employee~~Employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the ~~employee~~Employee is at the lowest pay step

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then they shall be required to wait an additional six (6) months for Step increase.

- c. The ~~employee~~Employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
5. If an ~~employee~~Employee loses his/her license for a period of more than six (6) months, as above, said ~~employee~~Employee shall be subject to discipline, up to and including termination. If the penalty is termination of employment, said ~~employee~~Employee shall be allowed to appeal said termination pursuant to this Agreement or any other avenues of appeal.
6. The above provisions are geared to the actual number of days that the ~~employee~~Employee is without driving privileges. However, no ~~employee~~Employee will be terminated from his/her employment if the loss of driving privilege, no matter how many days, is as a result of such ~~employee~~Employee's conviction of driving under the influence, first offense. Each individual incident for each ~~employee~~Employee shall be considered separately. Example: An ~~employee~~Employee who loses his driving privileges for sixty (60) days and suffers the penalty for such loss as above, and then subsequently loses his driving privileges for a six (6) month period shall be considered to fall under number 4, above, not number 5.

#### SECTION 9. TARDINESS;

1. The ~~employee~~Employee who is tardy shall, in writing, report all pertinent information regarding the tardiness to the ~~On-Duty~~  
~~bBattalion eChief~~.
2. All tardiness as determined by follow-up investigation shall be reported as unauthorized leave and reported to the on-duty ~~bBattalion eChief~~. It shall be the responsibility of the ~~bBattalion eChief~~ to notify the ~~aAssistant eChief~~ of all tardiness. The immediate supervisor shall immediately report all ~~employee~~Employees reporting tardy for duty to his/her Battalion Chief/Supervisor **with no** exception.  
**Failure to do so by a supervisor shall result in disciplinary action being taken against the supervisor.**
3. For the purpose of determining the degree of discipline to be imposed for tardiness, each incident of tardiness for an ~~employee~~Employee shall be accumulated for a period of two years. Each tardiness shall be handled according to the following procedure:
  - a. First Offense: Counseling
  - b. Second Offense: Written Reprimand.

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- c. Third and Fourth Offense: Twenty-four (24) hour suspension with loss of pay for Suppression, seventeen and one hundred forty-three thousandths (17.143) hours loss of pay for Bureau.
- d. Fifth Offense: A minimum of seventy-two (72) hour suspension with loss of pay for Suppression, fifty one and forty three hundredths (51.43) hours loss of pay for Bureau; or additional suspension time or up to Termination by discretion of the Chief.

SECTION 10. 2<sup>nd</sup> WRITTEN REPRIMAND IN 12 MONTHS:

Should an ~~employee~~Employee receive a 2<sup>nd</sup> written reprimand in a 12-month period that  
could result in loss of pay, the written reprimands in question can be appealed to  
the City Administrator.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner and it is further agreed that any such grievances shall be settled in the manner described in this Article. In the event a satisfactory settlement is not reached informally, the following procedures shall be used:

- Step 1. An ~~Employee~~Employee or the Union having a grievance shall present it, in writing, to the Fire Chief within ten (10) City Business days of the incident giving rise to the grievance or within ten (10) City Business days of the date the ~~Employee~~Employee has notice or should have had notice of the incident with the exercise of reasonable diligence. The written grievance must set forth the sections and articles of this Agreement upon which the grievance is based and the remedy sought. The Fire Chief or his designee will answer promptly, in writing, within ten (10) additional City Business days. If the ~~Fire~~ Chief or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 2. If settlement is not reached under Step 1, the ~~Employee~~Employee or the Union may appeal it to the City Administrator or designated representative in writing within ten (10) City Business days after the response, or lack of response after ten (10) City Business days, in Step 1. The ~~employee~~Employee may be represented by an Officer of the Union. The City Administrator, or his or her designated representative, shall have ten (10) City Business days to respond in writing to the ~~employee~~Employee from the date on which the appeal was received by the City Administrator or his or her designated representative. If the City Administrator or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 3. If settlement is not reached under Step 2, the ~~employee~~Employee may request arbitration by written notice to the other party within ten (10) City Business days after Grievant's receipt of the response made by the City Administrator or designated representative, or lack of response after ten (10) City Business days, under Step 2. If the ~~employee~~Employee selects arbitration, within ten (10) City Business days after arbitration has been requested by the ~~employee~~Employee, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first

name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an ~~employee~~Employee elects to process a grievance without ~~Union~~Union representation, as is the ~~employee~~Employee's right, the ~~Union~~Union shall have the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an ~~employee~~Employee not choosing to be represented or assisted by the ~~Union~~Union, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement. If the timeliness of the grievance is in dispute, the arbitrator shall resolve the timeliness issue before addressing the merits of the grievance, and the party asserting the same will bring that issue to the arbitrator's attention prior to the hearing date on the grievance.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

- SECTION 3. All time periods/limitations set forth in this Section 1, Steps 1, 2, and 3, are of the essence and are to be strictly enforced against the party not complying therewith. Any time limitation provided herein may be waived or extended by mutual agreement of the parties.
- SECTION 4. All written grievances must include the following information with specificity: Exact nature of the grievance, the acts that were or were not done, dates, the identity of the parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended.
- SECTION 5. Failure to present a grievance within the time specified above, shall result in the grievance being withdrawn. Failure by the City to timely reply to a grievance shall result in the grievance advancing to the next step. The processing time for grievances may be extended by mutual agreement in writing between the Union President or the individual presenting the grievance and the City.
- SECTION 6. If a grievance is not resolved after Step 2, the Union may refer the matter to mutual and binding arbitration within ten (10) City Business days following the City's step two written response, or the City's deadline to issue a step two written response. Notice of the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail.
- SECTION 7. It is understood and agreed that a written grievance taken to arbitration under this Agreement, in order to be valid under this Agreement, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties to this Agreement that a



written grievance taken to arbitration shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon a clear, express limitation thereon.

SECTION 8. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

## ARTICLE 14

### PROHIBITION OF STRIKES

The Union shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any City function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the Union may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union.

Upon notification confirmed in writing by City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work at once, and provide City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

The City agrees that it shall not lock out any ~~Employee~~Employees because of a labor dispute.

## ARTICLE 15

### INTRODUCTORY PERIOD

SECTION 1. Every newly appointed, hired, promoted or involuntarily demoted ~~employee~~Employee will be required to serve an introductory period of six (6) months from the date of appointment, employment, promotion or involuntary demotion.

SECTION 2. Introductory ~~employee~~Employees (excluding promoted ~~employee~~Employees) may be terminated at any time during the introductory period and at the end of that period. A promoted ~~employee~~Employee will serve an introductory period and may be demoted back to the position he or she held prior to being promoted at any time during the introductory period and at the end of that period. The decision to exercise the option to terminate an introductory ~~employee~~Employee or demote, in the case of a promoted ~~employee~~Employee, shall rest solely with the City. The Chief may terminate the employment of an introductory ~~employee~~Employee or demote a promoted ~~employee~~Employee if, during the performance test thus afforded and upon observation or consideration of the performance of duty, the Chief deems such ~~employee~~Employee unfit or unsatisfactory for service in the Department or in a position for promoted ~~employee~~Employees, and such is approved by the City Administrator. The Chief shall report the removal and reasons therefore in writing to the ~~employee~~Employee concerned. Any ~~employee~~Employee removed from a position or demoted from a position during the six (6) months introductory period shall not be entitled to appeal or grieve such removal or have the same reviewed by arbitration or a court of law, except as allowed by law. It is understood that nothing in this Article shall limit the right of the City to terminate a promoted ~~employee~~Employee for cause as provided for under the Civil Service Act.

## ARTICLE 16

### PROVISIONAL APPOINTMENT

SECTION 1. Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An ~~employee~~Employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

SECTION 2. Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that ~~employee~~Employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

## ARTICLE 17

### SENIORITY

SECTION 1. The principle of total job seniority rights shall be observed within the Department in laying off, rehiring, and bidding vacation.

SECTION 2. Seniority shall be established within job classification based on continuous length of full-time service within that classification in the Department, notwithstanding the interruptions provided for in the paragraph below.

Seniority of the ~~employee~~Employees shall be established as of the date of full-time hire in the Department and shall be considered as continuous, notwithstanding suspensions for disciplinary purposes, absence on federally recognized authorized leave without pay (i.e., FMLA, Military Leave) , or layoff for thirty (30) days or less duration.

SECTION 3. For purposes of layoffs, consideration of seniority will be as outlined in Article 18 (Reduction in Force Policy) and shall be on the basis of total job seniority. All other applications of the seniority provisions shall be on the basis of seniority in job classification.

SECTION 4. Where two (2) or more ~~employee~~Employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the Civil Service Commission's Certified Eligibility List. The City shall post two seniority lists; one with the ~~employee~~Employees arranged in order of total job seniority and the other comprised of ~~employee~~Employees by classification.

The City shall furnish the Union with updated lists at the end of each year, upon written request by the Union. Should any errors be noted on such seniority lists, the same shall be corrected between the City and the Union; provided, however, ~~employee~~Employees and the Union have only thirty (30) days from the date of posting such lists to dispute their contents. If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

## ARTICLE 18

### REDUCTION IN FORCE POLICY

SECTION 1. If it becomes necessary to reduce the number of ~~employee~~Employees, for whatever reason, the City will implement the following process.

SECTION 2. Introductory ~~employee~~Employees will be the first to be removed. ~~Employee~~Employees who are in an introductory period by reason of a transfer, promotion or demotion shall be considered for layoff purposes as though they remained in the classification they occupied prior to the transfer or promotion.

SECTION 3. When determining the order of layoffs, the City will reduce ~~employee~~Employees who have completed the introductory period based on the following factors (not listed in intended order of consideration):

- (1) The multiple job skills recently or currently being performed by the ~~employee~~Employee;
- (2) The knowledge, skills, and abilities of the ~~employee~~Employee to perform the essential functions of the position;
- (3) Disciplinary ~~H~~history;
- (4) The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto;
- (5) Required federal, state or local certifications or licenses; and
- (6) Seniority.

SECTION 4. ~~Employee~~Employees will be eligible for rehire for a period of two (2) years from the date of separation. If an ~~employee~~Employee refuses to accept the rehire position, the ~~employee~~Employee forfeits future rehire rights. Recalls from layoff shall be in inverse order of layoff. ~~Employee~~Employees have three (3) City Business days to return to work after being recalled by any verifiable means.



## ARTICLE 19

### HOURS OF WORK

- SECTION 1. The normal work period shall consist of a twenty-eight (28) day work cycle commencing at times established by the Chief. ~~Employee~~Employees assigned to a bureau shift shall be assigned a forty (40) hour work week. ~~Employee~~Employees assigned to a suppression shift shall be assigned an average up to fifty-six (56) hours per week during the twenty-eight (28) day work cycle. The Union acknowledges that assignment of work hours is a management right as provided in Article 3 (Management Rights).
- SECTION 2. **Conversion of Hours (Suppression vs. Bureau).** Unless otherwise specified, bureau hours/pay (40 hour work week) when converted to suppression hours/pay (56 hour work week) shall be multiplied by a factor of 1.4 to determine hours/pay for suppression ~~employee~~Employees. Likewise, suppression hours/pay (56 hour work week) when converted to bureau hours/pay (40 hour work week) shall be divided by a factor of 1.4 to determine hours/pay for bureau ~~employee~~Employees.
- SECTION 3. The ~~u~~Union and the City agree that the current 56 hour suppression work shift shall continue, unless mutually agreed otherwise and approved by the Chief. The Union acknowledges that the Chief has the discretion to change the changeover time but not the sequence of scheduled days currently in place. The Union acknowledges the language in this article is limited to identifying what a suppression work schedule shall consist of and in no way limits the Chief's ability to transfer an ~~employee~~Employee from shift to shift or to a 40 hour bureau position.

## ARTICLE 20

### OVERTIME AND CALL-BACK

- SECTION 1. The parties recognize and agree they will be required to comply with the Fair Labor Standards Act ("F.L.S.A."). EmployeeEmployees assigned to a suppression shift will be eligible for overtime compensation for the total actual hours worked beyond two hundred twelve (212) hours for their regularly assigned duty shifts (i.e. 121.33 shifts annually) in a twenty-eight (28) day work cycle. EmployeeEmployees assigned to a bureau shift, will be eligible for overtime compensation for the total actual hours worked beyond forty (40) hours in any one (1) work week.
- SECTION 2. EmployeeEmployees working in excess of the applicable number of hours and/or number of regularly assigned duty shifts as detailed above shall be compensated at the rate of one and one-half (1½) times the employeeEmployee's regular rate of pay for the actual number of hours worked in excess thereof.
- SECTION 3. If an employeeEmployee is called back to duty during his/her off-duty time by an order of the Chief or his/her designee or required to respond to an "all call" emergency during his/her off-duty time, such employeeEmployee shall be compensated at the rate of one and one-half (1½) times the employeeEmployee's regular rate of pay at the rate of two (2) hours or the actual number of hours worked, whichever is greater.
- SECTION 4. In no case will overtime or call-back time be allowed without approval of the Fire Chief or his/her designee. In no case will overtime or call-back pay be pyramided, compounded or paid twice for the same hours.
- SECTION 5. For clarification, the "actual number of hours worked" referred to above shall not include hours taken for leave purposes (i.e. holiday time, vacation time, sick leave, funeral leave, military leave, etc.).
- SECTION 6. If the employeeEmployee(s) is/are given the option of receiving overtime compensation as  
compensatory time, compensatory time earned shall not exceed 120 total accrued hours per fiscal year for bureau employeeEmployees and 168 total accrued hours per fiscal year for suppression employeeEmployees. Such employeeEmployees may only use compensatory time upon receiving advance written approval from the Chief or Assistant Fire Chief. Accumulated compensatory time shall be used within each fiscal year wherein it was earned and cannot be carried forward to the next fiscal year. Any accumulated compensatory time not used within the fiscal year (by September 30<sup>th</sup>) shall be paid to the EmployeeEmployee in cash at the converted bureau and/or suppression rate of pay on the second payroll of October .

SECTION 7. In order to provide FLSA overtime compensation for ~~employee~~Employees assigned to a

Bureau shift who are not regularly scheduled to work overtime as ~~employee~~Employees

assigned to a 56 hour suppression shift, such ~~employee~~Employees shall receive a monthly

stipend for 12 hours of pay at half (1/2) of their regular Bureau rate of pay on the first payroll of each month.

## ARTICLE 21

### ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1. An ~~employee~~Employee required to attend as a witness or in any other capacity directly related to his/her official duties in any case pending in any juvenile, county or district court or before a grand jury proceedings or in conferences with a prosecuting attorney or their respective assistants or at any pretrial conference or any other related hearing or proceedings by any City, County, State or Federal Government or Subdivision or Agency during off-duty periods shall be paid a minimum of two (2) hours at the overtime rate.
- SECTION 2. ~~Employee~~Employees required to attend training seminars, workshops, conferences or schooling outside of their normal duty shift shall be paid at their regular rate of pay while in attendance at such functions. ~~Employee~~Employees may voluntarily attend such functions but shall not be paid for their time. Use of a City vehicle to attend training seminars, workshops, conferences or schooling required or allowed by the Fire Department may be granted on a case-by-case basis, and if none available, current City rate shall be paid for mileage.
- SECTION 3. An ~~Employee~~Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) City business days after ~~Employee~~Employee receives same.
- SECTION 4. ~~Jury Duty~~. When selected for jury duty, ~~employee~~Employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay ~~employee~~Employees their regular wages while serving jury duty, and ~~employee~~Employees must give the City any compensation or fees (other than mileage) earned or received for jury service.
- SECTION 5. All required documentation identified in this article must be delivered to both the Assistant Fire Chief and the Administrative Assistant via the City of Bellevue email system, from within one (1) week of receiving such unless otherwise noted. Failure to provide documentation as required may result in disciplinary action.

## ARTICLE 22

### WAGES

SECTION 1. Position grade levels shall be as follows:

Full-time Firefighter  
Fire Apparatus Engineer  
Captain  
Paramedic Shift Supervisor  
Battalion Chief

SECTION 2. Effective the first full payroll period following ratification of this Agreement by approval of the City Council, the City will implement the hourly wage scale in Appendix B. Firefighters shall move to the step that is the equivalent to their current step. Annually, on the ~~employee~~Employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), ~~employee~~Employees may be eligible for an increase if the top rate of the wage rate range for their position increases to a higher rate than their current wage rate.

SECTION 3. For the purpose of this Agreement, the City and the Union agree that when an ~~employee~~Employee is promoted to a higher rank, the ~~employee~~Employee shall be placed in a pay step that gives such ~~employee~~Employee a pay increase to the closest approximation of five percent (5%). Upon promotion, no ~~employee~~Employee shall be placed at a wage that would be a higher rate than another ~~employee~~Employee in the same rank that has higher total job seniority. New hires and promoted ~~employee~~Employees shall serve an introductory period of six (6) months pursuant to Article 15. Upon successful completion of the introductory period, said ~~employee~~Employees will be eligible for a step increase.

SECTION 4. ~~Employee~~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 or change the ~~employee~~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 12 month period may not be eligible for a step increase. — The Fire Chief will have sole discretion if the ~~employee~~Employee's step increase is taken away. If the Fire Chief decides to prevent the ~~employee~~Employee from receiving a step increase, then that must be noted in the disciplinary action when it is given to the ~~employee~~Employee.

SECTION 5. All licensed paramedics, holding a Nebraska EMT-P certification and authorization to practice under the City's Medical Director, will receive an additional one dollar and fifty cents (\$1.50) per hour for all hours worked (not

subject to bureau/suppression conversion) added to the ~~employee~~Employee's regular rate of pay.

SECTION 6. An additional hourly rate of \$4.00 per hour will be paid to each ~~employee~~Employee for time actually worked as a "Med Officer" serving on a Medical Unit. This "in the seat" pay will only be paid to bargaining unit members for hours they are working as a Medical Officer on a Medical Unit. This additional rate will be paid in addition to wages provided for in Article 22 of this agreement so that \$4.00 will be paid separately from, and not added to, the ~~employee~~Employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.

SECTION 7. An additional hourly rate of \$3.00 per hour will be paid to each ~~employee~~Employee for time actually worked as a Paramedic Shift Supervisor or Acting Paramedic Shift Supervisor. This additional rate will be paid in addition to wages provided for in Article 22 of this agreement so that \$3.00 will be paid separately from, and not added to, the ~~employee~~Employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.



## ARTICLE 23

### WORKING OUT OF CLASS

SECTION 1. When the ~~employee~~Employee of the bargaining unit performs the duties of a position in a classification or specialty position (e.g. Driver Medic, Medic Officer, FAE, Captain, Paramedic Shift Supervisor or Battalion Chief) higher than the classification currently held by the ~~employee~~Employee, the ~~employee~~Employee shall receive working out of class additional temporary pay for such hours. All paramedics below the rank of Captain who are acting as a Medic Captain on an ambulance shall be paid "Lead Medic" pay, which is equivalent to an acting Captain. The rate of pay for ~~employee~~Employees working in a higher classification shall be determined as follows; an ~~employee~~Employee shall be paid an additional hourly rate (not subject to conversion) for the hours working out of class that is equivalent to the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay.

SECTION 2. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

SECTION 3. Working ~~Out~~ of ~~c~~Class positions shall be filled first with those ~~employee~~Employees who are on an active civil service promotional list. If the working out of class position cannot be filled with an ~~employee~~Employee on a civil service list, then the position will be filled within the station the position is to be filled. However, if ~~employee~~Employee(s) want to move and fill working out of class positions, then those working out of class positions shall be awarded on a seniority ranking (within classification) basis. It is the responsibility of the ~~employee~~Employee to let their Battalion Chief know that they want to move from station to station and fill working out of class positions. If the ~~employee~~Employee does not immediately notify their Battalion Chief that they want to work out of class, then that ~~employee~~Employee shall have no basis for a grievance.

If a position can't be filled by any of the above means, then the Battalion Chief shall fill the working out of class position at their discretion.

## ARTICLE 24

### **BILINGUAL PAY**

SECTION 71. Upon request of the ~~Department Director~~ Chief, Any ~~employee~~ 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~~ 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~~ Union 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~~ Union 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~~ 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> |
|---------------------------------------------|-----------------------|
| <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 25

### LONGEVITY

SECTION 1. In addition to the regular wages, ~~employee~~Employees shall begin to earn longevity compensation upon completion of the 7<sup>th</sup>, 10<sup>th</sup>, 13<sup>th</sup>, 16<sup>th</sup>, ~~and 20<sup>th</sup>~~ and 24<sup>th</sup> year of employment with the City of Bellevue.

SECTION 2. For all ~~employee~~Employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

| <u>Years of Service</u>                        | <u>Monthly Compensation</u> |
|------------------------------------------------|-----------------------------|
| Beginning the 8 <sup>th</sup> year of service  | \$ 35.00 per month          |
| Beginning the 11 <sup>th</sup> year of service | \$ 75.00 per month          |
| Beginning the 14 <sup>th</sup> year of service | \$110.00 per month          |
| Beginning the 17 <sup>th</sup> year of service | \$150.00 per month          |
| Beginning the 21 <sup>st</sup> year of service | \$185.00 per month          |
| Beginning the 25 <sup>th</sup> year of service | \$255.00 per month          |

## ARTICLE 26

### HOLIDAYS

SECTION 1. The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Floating Holiday (time off only, not included in any stipend)

SECTION 2. The Parties agree that payment for the above holidays shall be paid to ~~employee~~Employees, only during such months the ~~employee~~Employee works, as follows:

For ~~employee~~Employees assigned to a forty (40) hour work week (i.e. Bureau shift), such ~~employee~~Employee shall be paid for the holidays set forth in Section 1 at their regular rate of pay. ~~Employee~~Employees shall not receive double payment for any holiday through the Holiday Pay stipend received by ~~employee~~Employees assigned to a Suppression shift and the Holiday Pay received by ~~employee~~Employees assigned to the Bureau shift. For purposes of pay equity amongst bureau and suppression personnel, bureau ~~employee~~Employees shall be paid 56 hours per year of additional pay at their bureau rate of pay to account for the holiday stipend. Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

For ~~employee~~Employees assigned to a fifty-six (56) hour work week (i.e. Suppression shift), such ~~employee~~Employee shall be paid 112 hours per year of holiday pay at regular rate, based upon a converted 8 hour work day (i.e. 11.2 hours). Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

The floating holiday shall be utilized as a leave day. The floating holiday must be pre-approved by the Fire Chief, or his designee, in accordance with the vacation leave policy promulgated by the Fire Chief.

SECTION 3 ~~Employee~~Employees will be granted one (1) personal leave day (PLD) per calendar year. This PLD shall be used in accordance with the same guidelines and procedures that apply to vacation usage. If an ~~employee~~Employee does not bid

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for their PLD during the vacation bidding process, they are not guaranteed to receive them later in the year. If the days the ~~employee~~Employee later requests are already filled by others who submitted requests earlier, and they run out of available days before the end of the year, the ~~employee~~Employee will forfeit any unused PLD. There will be no carry-over of unused PLD to the next calendar year and no payout of unused PLD.

## ARTICLE 2627

### VACATION

SECTION 1. The City shall compensate full-time ~~employee~~Employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the City of Bellevue for use by the ~~employee~~Employee as it is earned for each ~~employee~~Employee as follows:

| <u>Years of Employment</u>                         | <u>Monthly Hours of Vacation (converted)</u> |                           |
|----------------------------------------------------|----------------------------------------------|---------------------------|
|                                                    | <u>Bureau Shift:</u>                         | <u>Suppression Shift:</u> |
| Beginning of 1 year<br>Full-time City employment   | 7.1429 hours                                 | 10.00 hours               |
| Beginning of 5 years<br>Full-time City employment  | 10.7143 hours                                | 15.00 hours               |
| Beginning of 10 years<br>Full-time City employment | 13.2143 hours                                | 18.50 hours               |
| Beginning of 15 years<br>Full-time City employment | 16.0714 hours                                | 22.50 hours               |
| Beginning of 20 years<br>Full-time City employment | 18.0929 hours                                | 25.33 hours               |
| Beginning of 25 years<br>Full-time City employment | 21.00 hours                                  | 29.40 hours               |

SECTION 3. Settlement of Accrued Vacation: Upon separation of service with the City, the ~~employee~~Employee or the ~~employee~~Employee's beneficiary or estate shall be paid all accumulated vacation computed on the basis of the ~~employee~~Employee's regular pay as of the ~~employee~~Employee's last day of employment.

SECTION 4. On the ~~employee~~Employee's date of full-time hire anniversary, all sworn members whose vacation leave balance equals or exceeds 257 hours for ~~employee~~Employees assigned to a bureau shift or 360 hours for ~~employee~~Employees assigned to a suppression shift will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 257 hours or 360 hours, respectively.

SECTION 5. Vacation shall be granted in accordance with the staffing needs as determined by the Fire Chief, or his designee.



SECTION 6. EmployeeEmployees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employeeEmployee's vacation balance remaining after the cash in must be 40 hours or more.

SECTION 7. For the purpose of bidding vacation, three sworn employeeEmployees below the rank of Battalion Chief may be allowed to be off on vacation on the same day. Only one (1) bBattalion eChief or acting battalion chief may be allowed to be off on vacation on the same day.

SECTION 8. The Parties agree that at least three (3) slots for employeeEmployees will available for employeeEmployees to bid on per day below the rank of Paramedic Shift Supervisor and one (1) slot will be available each day for Battalion Chiefs or Paramedic Shift Supervisors. When vacation bidding is completed in November of the current calendar year, the City will honor all seniority based bids for vacation and one (1) floating holiday that are submitted through that process. Awarded vacation and floating holiday shall be considered permanent, unless the employeeEmployee request the awarded day to be dropped at a later date.

SECTION 9. -Once vacation bidding is complete, during the course of calendar the calendar year, the City will allow up to three (3) employeeEmployees below the rank of Battalion Chief or Paramedic Shift Supervisor; and one (1) Battalion Chief (or Acting Battalion -Chief-) off per day on vacation but if any employeeEmployee is off on a particular day due to another leave of absence such as Funeral Leave, Light Duty, FLMA Leave, Pandemic/Covid, Military Leave, Injury Leave, or Sick Leave, that absence will reduce the available daily vacation slots in a corresponding manner. Union Leave is exempt for this provision. For example, if on a given 24 hour shift, one employeeEmployee assigned to suppression is off due to being on injury leave, and no other employeeEmployees are off on vacation that day or other types of leave, up to two (2) employeeEmployees on that shift may be allowed off on vacation leave. It is understood that these daily slots are available on a first come, first awarded basis as a-opposed to the seniority based system that sets vacation days through the bid process. Regardless of combinations, a maximum amount of four (4) people would be allowed off.

SECTION 10. If management transfers an employeeEmployee, that employeeEmployee shall be given the days of vacation and/or floating holiday they requested as close to the days as originally requested. In addition, the employeeEmployee may request additional days off as needed at the discretion of the fire chief or his designee.

SECTION 11. All provisions of this article are subject to review of staffing needs and approval may be denied due to staffing shortages based on other types of leave used.

SECTION 12. After the vacation bidding process is completed, the allowable number of employeeEmployees off per day as described above will not change; however, both a Battalion Chief and a Paramedic Shift Supervisor may be off on the same day. If both are off on the same day, then the number of employeeEmployees below that rank allowed off on vacation that day will be reduced from three (3) to two (2).

For example, if on a particular day after the vacation bid is complete, both a Battalion Chief and a Paramedic Shift Supervisor have requested and been approved to be off on vacation, then on that same day, only two (2) ~~employee~~Employees below the rank of Paramedic Shift Supervisor may be approved to be off on vacation leave instead of the usual three (3).

SECTION 13. Should an ~~employee~~Employee be projected to be off, or has currently been off, on light duty more than 30 days, that position may not be counted towards the minimums so long as call back would not be utilized if an absence is granted and a rig would not be taken out of service.

## ARTICLE 2728

### SICK LEAVE

#### SECTION 1. "SICK LEAVE WITH PAY";

##### A. ~~Employee~~ **Employees assigned to a Suppression Shift.**

~~Employee~~ **Employees** assigned to a Suppression Shift shall earn sick leave at the rate of 16.8 hours sick leave with pay for each full calendar month of continuous employment.

##### B. ~~Employee~~ **Employees assigned to a Bureau Shift.**

~~Employee~~ **Employees** assigned to a Bureau Shift shall earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment.

SECTION 2. Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. ~~Employee~~ **Employees** may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other ~~employee~~ **Employees** or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the ~~employee~~ **Employee** or the ~~employee~~ **Employee's** immediate family when the ~~employee~~ **Employee's** attendance is required. Sick leave may be taken when an ~~employee~~ **Employee** is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may be used in minimum increments of one (1) hour.

SECTION 3. When an ~~employee~~ **Employee** desires to utilize sick leave, the ~~employee~~ **Employee** shall notify the Department immediately. An ~~employee~~ **Employee** must keep the Chief informed of his/her condition. An ~~employee~~ **Employee** may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of five (5) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 4. The City Administrator or the Department may investigate any sick leave taken by an ~~employee~~ **Employee**. False or fraudulent sick leave taken may be cause for disciplinary action and may result in dismissal.

#### SECTION 5.

A – ~~Employee~~ **Employees** Hired Before October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of seven hundred sixty (760) hours, after conversion to the Bureau amount of hours, at the ~~employee~~ **Employee's** Bureau base rate of pay at the time of retirement or resignation. In the event of the

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employeeEmployee's death outside the line of duty, this benefit shall apply to the employeeEmployee's designated beneficiary.

B – EmployeeEmployees Hired On or After October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) hours, after conversion to the Bureau amount of hours, at the employeeEmployee's Bureau base rate of pay at the time of retirement or resignation. In the event of the employeeEmployee's death outside the line of duty, this benefit shall apply to the employeeEmployee's designated beneficiary.

C – If an employeeEmployee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employeeEmployee's performance of his or her duties, the City will pay out 100% of the employeeEmployee's sick leave to the spouse or dependents of the employeeEmployee or to the employeeEmployee's estate if no spouse or dependent(s) are known to the City.

D – Upon separation, and in lieu of payout of sick leave as provided in A, B and C of this Article, an employeeEmployee may choose to use all or part of their eligible payout hours to pay for retiree medical and dental premiums that they may be eligible for under Article 3433.

SECTION 6. In the event the employeeEmployee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employeeEmployees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employeeEmployee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employeeEmployee within a 12 month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the IAFF President or Vice President prior to asking the employeeEmployees for assistance. The request will only be submitted after all but 3 scheduled shifts worth of earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employeeEmployee in need. Once the occurrence ends (e.g. the employeeEmployee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

**ARTICLE 2829**

**CHILDBIRTH RECOVERY 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 employeeEmployee 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 30

### **FUNERAL LEAVE**

~~SECTION 1. In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed four (4) consecutive work days, one of which must include the day of the funeral. An employee may also receive bereavement leave as described in section 1 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.~~

~~SECTION 2. In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed two (2) consecutive work days, one of which must include the day of the funeral.~~

~~SECTION 3. In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.~~

~~SECTION 4. Funeral leave shall be considered as time separate from sick leave, vacation leave, and comp time.~~

~~SECTION 5. The Fire Chief or his designee may, in the exercise of discretion, grant funeral leave in addition to that provided above.~~

## ARTICLE 30

### FUNERAL LEAVE

- SECTION 1. In the event of the death of an ~~employee~~Employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the ~~employee~~Employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed four (4) consecutive work days, one of which must include the day of the funeral. An ~~employee~~Employee may also receive bereavement leave as described in section 1 upon providing reasonable documentation demonstrating that the ~~employee~~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.
- SECTION 2. In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an ~~employee~~Employee's spouse, the ~~employee~~Employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed two (2) consecutive work days, one of which must include the day of the funeral.
- SECTION 3. In the event of the death of an aunt, uncle, niece or nephew of the ~~employee~~Employee or the ~~employee~~Employee's spouse, the ~~employee~~Employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4. Funeral leave shall be considered as time separate from sick leave, vacation leave, and comp time.
- SECTION 5. The Fire Chief or his designee may, in the exercise of discretion, grant funeral leave in addition to that provided above.

## ARTICLE 31

### **MILITARY LEAVE**

SECTION 1. When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article ~~4533~~, INSURANCE, of the agreement, shall remain in place during the ~~employee~~Employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided compensation for military leave for their regularly scheduled shift, not to exceed those hours as set forth in Neb. Rev. Stat. §55.160(1) as amended from time to time.
- D. The ~~employee~~Employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

## ARTICLE ~~30~~32

### EDUCATIONAL INCENTIVE

SECTION 1. In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- A. Upon receipt of an Associate's Degree or Paramedic's Certificate - \$25 per month.
- B. Upon receipt of a Bachelor's Degree - \$50 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all personally paid fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. Should the ~~employee~~Employee withdraw from the course prior to completion of the course or fail to obtain a minimum of a "B" or equivalent grade, the City is not responsible for any reimbursement.

SECTION 3. All Employees must have advanced written approval from the Chief and HR Director in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2, so long as related to position. An Employee must appeal any denial from the Chief and/or HR Director in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR Director together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

SECTION 4. For Bellevue Fire Department paramedic classes after May 2022: There may be instances wherein an Employee is chosen to attend the Paramedic course while currently an Employee with the City. In said instance wherein this occurs, the City will pay for said Paramedic course and associated costs in order for the Employee to become a licensed Paramedic. If the City agrees to pay for the Paramedic course and associated costs, the Employee must agree, in writing, to give permission to Fire Administration to speak with the education department that is conducting the class in order to monitor the progress of the employee. Additionally, the Employee must agree, in writing, to maintain and use their Paramedic license until separation from employment for any reason (Exception: Termination) or for a period of at least five (5) years, whichever occurs first.

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The parties understand that should an Employee be promoted to the rank of Battalion Chief or higher prior to the expiration of five (5) years, the requirement to maintain the Paramedic license shall terminate effective upon the date of said promotion and there shall be no duty or responsibility to repay the funds as further outlined in this Section.

If the Employee does not meet the requirement to maintain said license for the minimum period of five (5) years, the employee shall repay the cost of the paramedic program outlined below.

The City agrees the Employee shall receive a "credit" against the amounts paid by the City of \$150.00 per calendar month he/she is employed with the City after the date of receiving the Paramedic license until one of the events outlined above occur which ceases their ability to utilize their Paramedic license with the City and triggers the repayment of the funds to the City.

For example: Should the City pay \$10,000.00 for Employee A to receive their Paramedic license and Employee A receives their Paramedic License July 15, 2021 and terminates employment with the City August 12, 2023, Employee A would be responsible for repaying the City as follows:

Month's Employed After PL Credit

|           |      |       |
|-----------|------|-------|
| July      | 2021 | \$150 |
| August    | 2021 | \$150 |
| September | 2021 | \$150 |
| October   | 2021 | \$150 |
| November  | 2021 | \$150 |
| December  | 2021 | \$150 |

12 months in 2022 \$1,800

|          |      |       |
|----------|------|-------|
| January  | 2023 | \$150 |
| February | 2023 | \$150 |
| March    | 2023 | \$150 |
| April    | 2023 | \$150 |
| May      | 2023 | \$150 |
| June     | 2023 | \$150 |
| July     | 2023 | \$150 |
| August   | 2023 | \$150 |

Total Months = 26 Total "Credit" = \$3,900 Employee A would owe the City \$6,100.00 (\$10,000 - \$3,900)

If the ~~employee~~Employee remains employed with the City and is responsible for repayment of these funds, the funds will be withheld from the ~~employee~~Employee's regularly scheduled payroll checks, with costs spread out evenly over 104 payroll checks. Should the ~~employee~~Employee no longer be employed with the City, the ~~employee~~Employee agrees that they shall still be responsible for repayment of the funds pursuant to this agreement and shall repay the funds within two (2) years after separation from employment. The parties agree and understand there may be some instances wherein an Employee chosen to attend the Paramedic course is unable to complete the course and reserves as a management right, which cannot be grieved nor arbitrated, the ability to waive the repayment of the course(s) and costs as approved by the Fire Chief.



## ARTICLE ~~3334~~

### INSURANCE

SECTION 1. The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An ~~employeeEmployee~~ obtaining ~~employeeEmployee~~ and spouse, ~~employeeEmployee~~ and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

SECTION 2. The City shall provide group dental coverage for Employees. The City shall pay the entire premium for the individual Employee coverage. The coverage shall be substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate.

SECTION 3. Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

**SINGLE COVERAGE:** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%), of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the

retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums. In the event that an ~~employee~~Employee suffers a death in the line of duty as a direct result of the performance of his or her duties on behalf of the City, the spouse of said ~~employee~~Employee and/or any dependents of ~~employee~~Employee below the age of 26 years may maintain group health coverage through the City of Bellevue under the provisions of this article upon the payment of the appropriate COBRA premiums for family coverage and said spouse and/or dependents will continue to be eligible under the plan of benefits offered to active ~~employee~~Employees during the period that the spouse and/or dependents remain COBRA eligible for coverage, plus an additional 2 years. In the event that the spouse obtains coverage or is eligible for coverage through Medicare/Medicaid or through another group health coverage plan as a result of employment, eligibility for benefits under the line of duty death coverage listed herein shall be terminated. Eligibility for benefits under the line of duty death coverage shall also term upon the event of remarriage by the spouse.

SECTION 5. The City shall provide a term life insurance policy for each Employee in the amount of \$52,000. The City also provides an Accidental Death and Dismemberment (AD&D) policy and long-term disability (LTD) insurance.

SECTION 6. The City and the Union agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs, as follows:

- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration within 10 City business days, as per the arbitration article. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation ~~Service, and~~Service and shall strike arbitrators until only one remains.

- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: ~~the~~ the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar ~~year, and~~ year and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for ~~arbitration, and arbitration and~~ shall equally split the arbitrator's fee.

ARTICLE ~~3432~~

RETIREMENT

SECTION 1. The City and the Employee agree that each shall contribute the amount required by law to the ~~employee~~Employee's applicable defined contribution retirement benefit. The ~~employee~~Employee's contributions shall be automatically deducted. The City and Employee contribution rates shall not be reduced except through contract negotiations.

## ARTICLE ~~3533~~

### UNIFORMS AND EQUIPMENT

- SECTION 1. The City shall provide initially upon employment all items of uniforms and equipment as deemed necessary by the Fire Chief for those ~~employee~~Employees who utilize said uniform and equipment, including a Class "A" uniform (dress uniform) and special eye glasses for SCBA mask as needed. The replacement of uniforms and equipment shall be based upon the quartermaster system. Any ~~employee~~Employee requesting a new uniform shall provide the quartermaster (Fire Chief or designate) the unserviceable item, uniform or equipment. Upon approval by the quartermaster, the ~~employee~~Employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The City shall provide the following Standard Operating approved uniforms five (5) short-sleeved and two (2) long-sleeved t-shirts, five (5) pairs of pants, one (1) pair of shorts, one (1) coat, one (1) approved station duty boots/shoes, one (1) job shirt, three (3) sweatshirts, one (1) ball cap, and one (1) stocking cap.
- SECTION 2. All uniform and equipment are the property of the City and are to be turned back to the City quartermaster upon termination. However, ~~employee~~Employees may be permitted to keep all badges and helmet from previous ranks.
- SECTION 3. In addition to the above uniforms, short sleeve uniforms shall be determined to be eligible for wear by the Fire Department ~~employee~~Employees on days determined by the Fire Chief; however, a Fire Officer may have a crew wear another uniform shirt as long as the shirt is approved by the Fire Chief.

## ARTICLE ~~36~~34

### INJURED ON DUTY

SECTION 1. Employees are covered by ~~the Worker's~~Worker's' Compensation as provided by the laws of the State of Nebraska. The Employee shall be due workers' compensation disability benefits for injuries resulting in disability or death received in the performance of his or her duties as a full-time firefighter for the City of Bellevue, such that compensation benefits begin on the eighth calendar day of disability due to the injury. Compensation for the first seven days of disability is not paid unless the ~~employee~~Employee's disability lasts six weeks or more. The first day of disability is included in the seven-day waiting period and a partial day of disability is considered a full calendar day for purposes of the waiting period. Total Disability Benefits (whether temporary or permanent) entitles the ~~employee~~Employee to receive supplemental pay from the City in the amount of two-thirds of his or her average weekly wage, subject to the maximum and minimum per week, for as long as the physician indicates the ~~employee~~Employee remains unable to work as a result of the injury. Such supplement pay, when added to the amount paid by Worker's' Compensation, shall equal the ~~employee~~Employee's full gross salary less appropriate deductions for taxes, dues, etc.



**ARTICLE ~~3735~~**

**SAFETY COMMITTEE**

SECTION 1. The Union and the City agree to establish a safety committee with two Union representatives selected by the Union president who shall meet with the Fire Chief as requested to discuss and make recommendations for improvements of general health and safety of the ~~employee~~Employees and public in areas of fire and EMS.

**ARTICLE ~~3836~~**

**OUTSIDE EMPLOYMENT**

Employees shall be entitled to engage in outside employment, including employment or service as an appointed officer for any public body, not otherwise prohibited by provisions of this agreement. Such employment will not be allowed if it creates a conflict of interest or a conflict with the ~~employee~~Employee's performance of their duties with the City. Any outside employment must be reported to the City and documented per the Employee Handbook.

**ARTICLE ~~39~~37**

**MINIMUM STAFFING AND PROMOTIONAL PROCEDURE**

SECTION 1. The goal of Bellevue Fire Department and the Union is to meet nationally recognized fire service safe staffing levels for all in service engine and truck companies. The Parties agree to work collaboratively toward this goal through monitoring of staffing levels and response times to track the Department's performance in relation to the standards set forth in NFPA 1710.

SECTION 2A. The City will promote eligible full-time Bellevue Firefighters to all promotable position below the rank of Assistant Chief through the Civil Service process.

SECTION 3. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

SECTION 4. The uUnion and the eCity agree that the eCity has the ability to determine when a promotional vacancy occurs both permanently and/or provisionally.

**ARTICLE ~~40~~38**

**TRADE TIME**

SECTION 1 The parties agree that ~~employee~~Employees within the bargaining unit may utilize trade time agreements among themselves, with the Chief's prior approval. Such agreements shall be voluntary and shall consist of ~~employee~~Employees agreeing to trade off working assignments, with the Chief's prior approval.

## ARTICLE 4139

### TEMPORARY MODIFIED DUTY

SECTION 1. The City and the Union agree to the City's Temporary Modified Duty Policy, set forth as follows:

It is the policy of the City that eligible ~~employee~~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 ~~employee~~Employees of the Fire Department will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

Eligible ~~employee~~Employee means any ~~employee~~Employee who:

1. suffers from a work-related or non-work-related, medically certified illness, injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible ~~employee~~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~~Employee's department or in another department that: (1) may involve duties outside the scope of the ~~employee~~Employee's regular duties; (2) will not affect the ~~employee~~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~~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~~Employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Safety and Insurance Coordinator or Return-to-Work Coordinator. The Safety and Insurance Coordinator or Return-to-Work Coordinator will determine whether the ~~employee~~Employee is eligible and will notify the ~~employee~~Employee of that determination.

Eligible ~~employee~~Employees also will receive notice of their modified duty assignment based on the ~~employee~~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.

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Eligible ~~employee~~Employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the ~~employee~~Employee's healthcare provider, the ~~employee~~Employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment.

Eligible ~~employee~~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 ~~employee~~Employees on modified duty assignments shall assign, and ~~employee~~Employees shall only accept, duties that are consistent with the ~~employee~~Employees' medical restrictions. While on modified duty, eligible ~~employee~~Employees must cooperate with any requests by the Safety and Insurance Coordinator or Return-to-Work Coordinator for information related to their duties, restrictions, and/or condition. Eligible ~~employee~~Employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Safety and Insurance Coordinator or Return-to-Work Coordinator. Prior to concluding a modified duty assignment, eligible ~~employee~~Employees must submit a completed return-to-work certificate to the Safety and Insurance Coordinator or Return-to-Work Coordinator.



**ARTICLE ~~42~~40**

**FITNESS COMMITTEE**

SECTION 1. The Union and the City agree to establish a fitness committee with two Union representatives selected by the Union president who shall meet with the ~~Fire~~ ~~C~~ehief as needed to discuss and make recommendations for improvements of general health and fitness of the ~~employee~~ ~~E~~mployees and public in areas of fire and EMS.

SECTION 2. The City shall match funds raised by the ~~u~~Union and/or public safety foundation. The maximum limit to the City is \$20,000 during the term of this contract. Funds raised will be used to purchase fitness equipment for the weight rooms at the department's four (4) fire stations.

Example: if the Bellevue Public Safety Foundation and Union raise \$10,000 dollars to purchase fitness equipment, then the City would match the \$10,000 dollars.

**ARTICLE ~~4341~~**

**MEDIC OFFICER COMP TIME**

SECTION 1. For every 40.44 actual hours worked as the "Med Officer" on a Medical Unit, each eligible bargaining unit member will earn and be credited with 1 hour of personal leave time, up to a total of 72 hours maximum of personal leave time. Such personal leave time can be used by the ~~employee~~Employee who has earned the same upon approval by the Fire Chief or his/her designee on the condition that minimum staffing will not be adversely affected so that a call back, or overtime cost, will not be incurred by the Department in order to fill a vacancy created by the absence of the ~~employee~~Employee taking personal leave. Requests for leave will be approved when the ~~employee~~Employee has earned time and staffing at the time of the request is above minimum staffing levels.

SECTION 2. The 72 hours of personal leave that is earned pursuant to this Article will be able to be carried over from one calendar year to the next but once an ~~employee~~Employee has earned and been credited with 72 hours of personal leave for hours worked as "Med Officer" on a Medical Unit, the ~~employee~~Employee will not be eligible to earn any additional hours under this provision until the ~~employee~~Employee's personal leave bank falls below 72 hours.

SECTION 3. The 72 hours of leave time that are eligible to be earned and bank by virtue of this Article will not be subject to any cash out or buy back, even in the event of separation of employment for any reason.

**ARTICLE 44**

**42**

**DURATION OF AGREEMENT**

This Agreement between the International Association of Firefighters Local No. 4906 and the City of Bellevue shall be in full force and effect upon the ratification by the Union and the City Council of the City of Bellevue, Nebraska, to expire on or about and until replaced by a succeeding agreement thereafter or a final decision has been reached by the Nebraska Commission of Industrial Relations or other court with jurisdiction.

Neither party shall attempt to renegotiate any terms of this Agreement unless both parties agree in writing and mutually agree to reopen negotiations prior to the effective expiration date of this agreement.

Both parties agree to submit contract proposals to the other party in order to commence bargaining a minimum of three (3) months prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

International Association of Firefighters  
Local No. 4906

City of Bellevue

\_\_\_\_\_  
Don Gifford, President

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

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

**APPENDIX A**  
**DUES CHECK-OFF FORM**

Name: \_\_\_\_\_  
(print)

I hereby authorize the City of Bellevue to deduct \$\_\_\_\_\_ from my wages bimonthly effective \_\_\_\_\_. This deduction is for the purpose of paying dues to the International Association of Firefighters Local No. 4906. I understand the City of Bellevue will remit the amount withheld to International Association of Firefighters Local No. 4906 in accordance with Article ~~3-4~~ of the agreement with the City of Bellevue and the International Association of Firefighters Local No. 4906.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX B

### WAGE SCALE

| Wage Rates Effective September 21, 2025 for Check Date of October 10, 2025 Upon Ratification by City Council |                                         |                |                |                |                |                |                |                |                |                                            |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------------------------------------|
| Effective October 1, 2025                                                                                    |                                         |                |                |                |                |                |                |                |                |                                            |
| Position                                                                                                     | Step                                    |                |                |                |                |                |                |                |                | PP Begin: 9/21/2025 Check Date: 10/10/2025 |
|                                                                                                              | 1                                       | 2              | 3              | 4              | 5              | 6              | 7              | 8              | 9              |                                            |
|                                                                                                              | <b>Suppression (2,912 hours / year)</b> |                |                |                |                |                |                |                |                |                                            |
|                                                                                                              | Fire Battalion Chief                    | \$35.35        | \$36.58        | \$37.85        | \$39.17        | \$40.54        | \$41.95        | <b>\$43.40</b> | \$44.91        | <b>\$46.51</b>                             |
|                                                                                                              | Paramedic Shift Supervisor              | \$32.08        | \$32.85        | \$33.63        | \$34.43        | \$35.25        | \$36.08        | <b>\$36.95</b> | \$37.83        | \$38.72                                    |
|                                                                                                              | Fire Captain                            | \$29.61        | \$30.38        | <b>\$31.18</b> | <b>\$31.99</b> | <b>\$32.82</b> | <b>\$33.66</b> | <b>\$34.53</b> | <b>\$35.43</b> | <b>\$36.36</b>                             |
|                                                                                                              | FAE/DM                                  | \$25.44        | \$26.31        | \$27.21        | \$28.15        | \$29.11        | \$30.11        | \$31.13        | \$32.20        | \$33.31                                    |
|                                                                                                              | Firefighter                             | \$21.83        | \$22.82        | \$23.86        | \$24.93        | \$26.06        | \$27.24        | \$28.47        | \$29.75        | \$31.08                                    |
|                                                                                                              | <b>Bureau (2,080 hours / year)</b>      |                |                |                |                |                |                |                |                |                                            |
|                                                                                                              | Fire Battalion Chief                    | \$49.48        | \$51.21        | \$52.99        | \$54.83        | \$56.75        | \$58.73        | \$60.76        | \$62.88        | \$65.11                                    |
|                                                                                                              | Paramedic Shift Supervisor              | \$44.91        | <b>\$45.99</b> | \$47.08        | <b>\$48.20</b> | \$49.34        | \$50.51        | \$51.73        | \$52.96        | \$54.21                                    |
|                                                                                                              | Fire Captain                            | <b>\$41.45</b> | \$42.53        | \$43.65        | \$44.79        | \$45.94        | \$47.13        | <b>\$48.35</b> | <b>\$49.61</b> | \$50.90                                    |
|                                                                                                              | FAE/DM                                  | \$35.62        | \$36.84        | \$38.10        | \$39.41        | \$40.75        | \$42.15        | <b>\$43.59</b> | <b>\$45.09</b> | <b>\$46.63</b>                             |
|                                                                                                              | Firefighter                             | \$30.57        | <b>\$31.94</b> | \$33.40        | <b>\$34.90</b> | \$36.49        | \$38.14        | \$39.86        | \$41.66        | \$43.52                                    |

| Wages Effective October 1, 2026 |                                         |                |                |                |                |                |                |                |         |                                           |
|---------------------------------|-----------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------|-------------------------------------------|
| Effective October 1, 2026       |                                         |                |                |                |                |                |                |                |         |                                           |
| Position                        | Step                                    |                |                |                |                |                |                |                |         | PP Begin: 9/20/2026 Check Date: 10/9/2026 |
|                                 | 1                                       | 2              | 3              | 4              | 5              | 6              | 7              | 8              | 9       |                                           |
|                                 | <b>Suppression (2,912 hours / year)</b> |                |                |                |                |                |                |                |         |                                           |
|                                 | Fire Battalion Chief                    | \$36.76        | \$39.37        | \$42.17        | \$45.17        | \$48.37        |                |                |         |                                           |
|                                 | Paramedic Shift Supervisor              | \$33.36        | <b>\$34.97</b> | \$36.66        | <b>\$38.43</b> | \$40.27        |                |                |         |                                           |
|                                 | Fire Captain                            | \$30.79        | <b>\$32.41</b> | \$34.12        | \$35.92        | \$37.81        |                |                |         |                                           |
|                                 | FAE/DM                                  | <b>\$26.46</b> | <b>\$28.30</b> | \$30.27        | \$32.38        | <b>\$34.64</b> |                |                |         |                                           |
|                                 | Firefighter                             | \$22.70        | \$23.73        | \$24.80        | <b>\$25.92</b> | \$27.09        | \$28.31        | <b>\$29.59</b> | \$30.93 | \$32.32                                   |
|                                 | <b>Bureau (2,080 hours / year)</b>      |                |                |                |                |                |                |                |         |                                           |
|                                 | Fire Battalion Chief                    | \$51.46        | <b>\$55.12</b> | \$59.04        | \$63.24        | \$67.72        |                |                |         |                                           |
|                                 | Paramedic Shift Supervisor              | \$46.70        | <b>\$48.96</b> | \$51.32        | \$53.80        | \$56.38        |                |                |         |                                           |
|                                 | Fire Captain                            | \$43.11        | \$45.37        | <b>\$47.77</b> | \$50.29        | \$52.93        |                |                |         |                                           |
|                                 | FAE/DM                                  | \$37.04        | \$39.62        | <b>\$42.38</b> | <b>\$45.33</b> | <b>\$48.50</b> |                |                |         |                                           |
|                                 | Firefighter                             | \$31.78        | <b>\$33.22</b> | \$34.72        | <b>\$36.29</b> | \$37.93        | <b>\$39.63</b> | <b>\$41.43</b> | \$43.30 | <b>\$45.25</b>                            |

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Wages Effective October 1, 2027

PP Begin: 9/19/2027 Check Date: 10/8/2027

| Position                                | Step    |         |         |         |         |         |         |         |         |
|-----------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                                         | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       |
| <b>Suppression (2,912 hours / year)</b> |         |         |         |         |         |         |         |         |         |
| Fire Battalion Chief                    | \$38.23 | \$40.94 | \$43.85 | \$46.96 | \$50.30 |         |         |         |         |
| Paramedic Shift Supervisor              | \$34.69 | \$36.36 | \$38.11 | \$39.95 | \$41.88 |         |         |         |         |
| Fire Captain                            | \$32.02 | \$33.71 | \$35.49 | \$37.36 | \$39.32 |         |         |         |         |
| FAE/DM                                  | \$27.52 | \$29.44 | \$31.49 | \$33.68 | \$36.03 |         |         |         |         |
| Firefighter                             | \$23.61 | \$24.68 | \$25.79 | \$26.95 | \$28.17 | \$29.44 | \$30.77 | \$32.16 | \$33.61 |
| <b>Bureau (2,080 hours / year)</b>      |         |         |         |         |         |         |         |         |         |
| Fire Battalion Chief                    | \$53.52 | \$57.32 | \$61.39 | \$65.74 | \$70.42 |         |         |         |         |
| Paramedic Shift Supervisor              | \$48.57 | \$50.90 | \$53.35 | \$55.93 | \$58.63 |         |         |         |         |
| Fire Captain                            | \$44.83 | \$47.19 | \$49.69 | \$52.30 | \$55.05 |         |         |         |         |
| FAE/DM                                  | \$38.53 | \$41.22 | \$44.09 | \$47.15 | \$50.44 |         |         |         |         |
| Firefighter                             | \$33.05 | \$34.55 | \$36.11 | \$37.73 | \$39.44 | \$41.22 | \$43.08 | \$45.02 | \$47.05 |



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|                                         |                                                      |                                               |  |
|-----------------------------------------|------------------------------------------------------|-----------------------------------------------|--|
| COUNCIL MEETING DATE: September 1, 2026 |                                                      | SUBMITTED BY: Library Director                |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Bellevue Public Library Policy Manual 2026

SYNOPSIS/BACKGROUND:

The Bellevue Public Library Advisory Board revised policies and restructured them into a policy manual in advance of the library's 2026 re-accreditation process by the Nebraska Library Commission and approved that policy manual at their June 2026 meeting. A review of board policies is a criteria covered in the re-accreditation process.

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

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:                      |                             |                                       |
| 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: 4060 | ACCOUNT NUMBER:             |                                       |

RECOMMENDATION:

Approve the revised Bellevue Public Library Policy Manual 2026.

ATTACHMENTS:

|    |    |    |
|----|----|----|
| 1. | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Janet Willis*  
*[Signature]*



# **Policy Manual 2026**

**Approved by the Bellevue Public Library Advisory Board  
on June 17, 2026**

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## **1. MISSION AND OBJECTIVES**

### **1.1 Mission Statement**

The Bellevue Public Library exists to provide equal access to information and to promote the enjoyment of reading and culture and support the pursuit of lifelong learning.

### **1.2 General Objectives**

To serve the community as a center of reliable information through print and non-print collections, technology, and programming.

- 1.2.1 To support educational, civic, and cultural activities of groups and organizations.
- 1.2.2 To provide opportunity and encouragement for children, young people and adults to educate themselves.
- 1.2.3 To identify community needs, to provide programs of service and technology to meet those needs and to cooperate with other organizations, agencies, and institutions which can provide programs or services to meet community needs.
- 1.2.4 To provide opportunity for recreation through use of literature, technology, music, films, and other art forms.

## **2 ADVOCACY**

2.1 The Bellevue Public Library aims to promote a comprehensive understanding of the library's objectives and services among governing officials, civic leaders, and the general public. The library also strives to promote active participation in the varied services it offers to people of all ages. Library staff and board members are encouraged to participate in a variety of activities that promote the betterment of library services for the community. In addition, library staff and board members are encouraged to advocate for libraries at local, state, and national levels.

2.2 The Board shall seek to ensure that:

- The community is aware of the importance of the library.
- The Library Advisory Board shall work collaboratively with staff to build and maintain good relationships with individual and community organizations and ensure continued support of the library.
- Library activities, challenges, and general information will be made available within the community and possibly to a wider audience through newspaper articles, radio and TV announcements, flyers, social media, and other means of promotion which are available within the community.
- Library Advisory Board members and library personnel will make themselves available to speak to local groups about library needs and issues.
- Library Advisory Board members and library personnel will attend seminars or training sessions to stay abreast of library matters, challenges, and advocacy issues.



### **3 CODE OF ETHICS**

3.1 The Bellevue Public Library Advisory Board strives to maintain the highest ethical standards in advising of the library.

3.2 All board members do affirm they shall:

- Observe ethical standards with absolute truth, integrity, and honor.
- Avoid situations in which personal interests might be served or financial benefits gained at the expense of the library or its users.
- Excuse one's self immediately whenever there is the appearance of a conflict of interest.
- Ensure their personal philosophies or interests do not interfere with their administration of the board or their support of its decisions.
- Respect the confidential nature of library business while being aware of the applicable laws governing freedom of information.
- Support to the fullest the efforts of librarians in resisting censorship of library materials and programs by groups or individuals.
- Accept and perform all of the duties and functions of the position of board member.
- Listen and respect the opinions of other board members.
- Keep the board informed of relevant information that would be of interest to all of its members.
- Read the distributed materials before the meetings and come to all meetings prepared to discuss the issues.
- Participate actively in meetings and actions and inform the library director or secretary when unable to attend.
- Be willing to share ideas about the needs of the users of the library.
- Refer concerns to the proper level on the chain of command within the library.
- Recognize that the board's responsibility is to ensure the library is well advised, never undermining the authority of the director in management.
- Represent all users and potential users of the library fairly and equally.
- Ensure that the library and its facilities are always operating in the best interests of its users.
- Advocate for the library, both within the community and within other organizations.
- Use the library and become familiar with its staff and operations.
- Take advantage of opportunities for continuing development/education.

## **4 PERSONNEL**

Personnel employment, salaries, promotions, dismissal, retirement, vacation, sick leave, emergency leave and resignations will be followed as stated in the current Employee Handbook for the City of Bellevue.

### **4.1 Hours and Holidays**

- The library will be open as follows: Monday through Thursday, 9:00 a.m. to 8:00 p.m.; Friday, 9:00 a.m. to 6:00 p.m.; Saturday, 9:00 a.m. to 5:00 p.m.; Sunday, 12:00 to 5:00 p.m. The hours are subject to change at the discretion of the library director after consultation with the City Administrator and the Bellevue Public Library Advisory Board.
- The library will be closed for the following City of Bellevue designated holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- Closures on Christmas Eve and New Year's Eve are at the discretion of the Mayor, City Administrator, and Bellevue City Council. Early closure times for the library on these days and other possible holiday-related days will be made by the library director in consultation with the City Administrator and the Bellevue Public Library Advisory Board.
- If the holiday occurs on a Saturday, the City of Bellevue will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City of Bellevue will observe the holiday on the Monday following the holiday.
- The library will be closed on Easter Sunday. This day is not an official City holiday and will not be a paid holiday. No employees will be scheduled on this day.
- If the library director believes the library should be opened or closed for other special occasions (exhibits, programs, etc.), the decision will be made by the Library Director in consultation with the City Administrator.

### **4.2 Staff Development**

- All library staff and board members are supported in their development through authorized training opportunities. The library shall meet all applicable Nebraska Library Commission standards for staff and board certification.
- The library encourages the attendance of all staff members and board members at professional meetings, conferences, video conferences or webinars, and conventions. Whenever possible, time will be allowed with pay for staff members to attend.
- Whenever possible, and as the budget permits, library funds will pay for mileage, registration fees, meals, and lodging for board members and staff members designated by the director.
- Library funds shall pay American Library Association and Nebraska Library Association dues for the Library Director, Assistant Director, Head of Adult Services, Head of Technical Services, Head of Youth Services, and Teen Librarian. Nebraska Library Association dues, or dues for an equivalent association, will be paid for Library Advisory Board members, the Technology/Adult Services Librarian and other staff members designated by the director.

### **4.3 Dress Code**

Bellevue Library employees are expected to present a professional appearance to the public at all times; doing so gives patrons confidence in our staff, our abilities, and in the library itself.

All staff members should come to work clean and well-groomed. Clothes, shoes, and hair should be neat, well-maintained, and appropriate for library work. The following are examples of unacceptable attire:

- Tattered, ripped, faded, or torn clothing of any kind.
- Denim jeans of all colors (except for shelveers).
- Hats or caps.
- Sweatshirts of all types, including “hoodies,” or athletic wear.
- Loungewear, sweatpants, pajama bottoms, camouflage clothing, leggings, patterned tights, yoga pants, etc.
- T-shirts other than those which promote the library or library related activities and are pre-approved by the director.
- See-through or low-cut blouses; tube, tank, or halter tops; skintight or revealing attire of any kind.
- Shorts.
- Skirts higher than 2 inches above the knee.
- Flip-flops. Running or walking shoes may be worn provided they are clean and in good condition. For safety reasons, open-toed shoes are also not allowed.
- Earphones or other listening devices: Not allowed except for transcription purposes due to safety and customer service reasons.

Since an employee may be called to work with the public at any time, these restrictions will apply to all staff, regardless of job position. Questions should be directed to supervisors. Supervisors are responsible for ensuring the dress code is followed. Additional items may be added in the future.

#### **4.4 Publicity and Public Relations**

- All publicity concerning the library is under the direction of the director or the director’s designee. The various news media will be utilized as considered appropriate.
- The Bellevue Public Library Advisory Board recognizes that public relations involve every person who has any connection with the library. The Board urges its own members and every staff member to realize that he/she represents the library in every public contact. Good service/representation supports good public relations.

**5.1 Borrowing Privileges**

Library users must have a valid library card to check out library materials and to use online services. A card is not needed to use materials in-house, for Wi-Fi service, computer lab access, the makerspace or for library programs.

The applicant or parent/guardian fills out a registration form. Adult patrons (18 years or older) may list other family members (spouse and/or dependent children) for whom cards are requested. The registration form must be signed by the applicant or parent/guardian.

A parent or legal guardian must co-sign the registration form for an applicant 14 years old or younger. A grandparent can sign for a grandchild if the library has a parent's prior approval. The child's address, not the grandparent's, shall determine residency.

The applicant shall provide picture identification, such as a driver's license, school or military ID, before a card is issued.

All applicants must present proof of current address to ensure that mailed notices are promptly delivered. Dependent children must reside at the same address as the parent.

Library cards shall be signed by the person to whom they are assigned. A parent/legal guardian can print names of children who cannot yet write.

All library cards expire three (3) years from application or renewal. Expiration allows staff to verify that addresses (street, phone, email) listed are current for all users.

If household members are registered and have combined unpaid charges of \$50 or more, a card will not be issued to an applicant until those charges are cleared.

Staff can also deny a new card to anyone who has been banned from the library and/or library grounds by the library administration or the police.

**5.1.1 Library card fees are nonrefundable**

The library does not refund card fees when a nonresident cardholder moves into the city, is annexed, or purchases property within the city. The status is changed to resident or exempt nonresident.

There is no refund if the cardholder determines at a later date that an exemption applied. Staff will upgrade the record with the appropriate exemption so it can be reviewed the following year.

**5.1.2 Replacement of lost or worn cards**

- There is a \$1.00 fee to replace a lost or stolen card. The old card number is flagged as "Lost" in the registration file and cannot be used again.
- The library will not charge the user for fines assessed and/or materials borrowed and not returned, if they were checked out on a lost card after the card is reported lost.
- Cards are replaced at no cost if they are worn from use or have illegible barcodes due to heavy usage. Otherwise, there is a \$1 replacement fee.

**5.1.3 Purge of unused memberships**

- Cards not used within a five-year period are purged from the library's files unless there is a monetary block on the record. An annual purge is normally run, for statistical purposes, during the last week of September (end of the fiscal year).
- Anyone whose card has been purged must re-apply for a card. If the applicant still possesses the card in good condition, staff will reactivate it, but a new registration will be required.

## **5.2 Types of Library Cards**

### **5.2.1 New Patron Cards**

- New applicants are assigned the status of "New Patron," which limits checkouts for all registrants on the application to 5 items per card on the first day.
- Staff will upgrade these registrants to resident status or the appropriate non-resident status within 48 hours, after appropriate review. If for some reason there is a question about the status, the "New Patron" status will remain, and limits will apply until resolved.
- The "New Patron" status is bypassed for applicants if others in the household are already registered and have no blocks on their records. If a nonresident status is assigned, the earlier expiration is assigned to the current applicant. No fee is charged.

### **5.2.2 Resident Cards**

- No user fee can be imposed on residents according to the Bellevue City Code, Chapter 16 Section 3, which reads: *"The public library shall be forever free to the use of the inhabitants of the city..."*
- A business address within the City of Bellevue does not establish residence. A hotel/motel address and room number does not establish residence, unless the individual resides at the hotel/motel as part of a manager's contract.
- Individuals with Post Office boxes, UPS suites, or any other mailing service address must provide a residential address to determine resident or nonresident status.
- When a resident user moves outside the city, the user status (and that of other family members) is changed to nonresident with a 30-day expiry date at no charge unless the cardholder decides to pay the required fee or qualifies for an appropriate exemption.
- When the library receives returned mail on overdue notices with a forwarding address outside the city, the borrower's status will be changed from resident to nonresident. The expiry date assigned will be the date the returned mail was received.

### **5.2.3 Nonresident Cards**

- Applicants who reside outside Bellevue's city limits are charged an annual fee per family unless exempted.
- The current annual fee per household is \$40 per year, paid either in total or in semi-annual amounts of \$20.
- Alternatively, a family may purchase individual student cards for children living at home (through 12<sup>th</sup> grade). This card is for the child's use only and not for use by

others in the family. The student or child must reside within Bellevue's planning jurisdiction.

- If a parent decides to apply for regular nonresident cards within 30 days of applying for student cards, that fee will be deducted from the normal nonresident fee. The latest expiry date will apply on all cards.
- The current annual student card fee is \$10.00 per year.
- When a nonresident moves into the city and completes a change of address form, a change of status is made in the record. There is no change in cards.
- Nonresidents whose cards have expired, or are within 30 days of expiring, may renew their cards upon payment of the annual fee, or verification of exempt/waived status. All fines and fees must be paid or waived before a card is renewed. The same card and card number will be used.

#### **5.2.4 Nonresident Fee Exemption and Waivers**

##### **5.2.4.1 Nonresident Military**

- Nonresident applicants (and their dependents) who are active duty or retired military personnel and who live in the Omaha metropolitan statistical area (MSA) are exempt from nonresident fees.
- Applicants must present active duty or retired military ID and proof of residency in the Omaha MSA (Nebraska counties: Sarpy, Cass, Douglas, and Washington; Iowa counties: Mills and Pottawattamie).
- Nonresident individuals who are disabled veterans who live in the Omaha MSA are exempt from nonresident fees. Applicants must present their Veteran Health Identification Card (VHIC) and proof of residency in the Omaha MSA. Any additional individuals in the household would be charged an annual fee unless exempted.

**5.2.4.2 Nonresident property owners.** Nonresident applicants (and their dependents) who own real property in Bellevue are exempt from nonresident fees. Property ownership is verified on Sarpy County's website. Property must be owned by the individual or family and not by a corporation.

**5.2.4.3 Nonresident city employees.** Nonresident applicants (and their dependents) who are full or part-time city employees are exempt from nonresident fees. The city employee must apply for the cards. This exemption does not apply to seasonal, temporary or contract employees.

**5.2.4.4 Nonresident educators.** Applicants who reside outside the city limits of Bellevue, but who teach in a school or are a licensed homeschool teacher or daycare provider in either the Bellevue School District or the city's planning jurisdiction are exempt from the annual fee. These "Teacher" cards expire on July 31st of each year. The card is for the use of the educator only and cannot be used by other members of his/her family. The library may request proof of employment such as a school ID/and or other documentation that states they are teaching in the current school year (such as a pay stub) each year at renewal.

This exemption applies to teachers, teacher's aides, principals, media specialists, counselors and coaches but not to office and other support staff. Use is limited to



curriculum needs.

**5.2.4.5 Other waiver of nonresident fees.** If the annual membership fee creates an economic hardship for a nonresident applicant, a written request for waiver can be submitted to the library director on the applicant's behalf by his/her social worker, or equivalent. A note is entered in the user's record explaining the waiver. All waivers are reviewed annually. The applicant must reside in Bellevue's planning jurisdiction.

### **5.2.5 Group Cards**

**5.2.5.1 Eligible groups:** Any licensed day care center, group home, or senior care center in the city limits of Bellevue may apply for a group card at no charge. This card remains on file at the library.

**5.2.5.2** The organization shall request a card on agency letterhead signed by the organization's director. The request shall list employees who are authorized to use the card. The following information should be in the letter:

- The agency agrees that the card is for the use of the agency's staff for training and program use, and/or for the use of its clients.
- The agency accepts responsibility for lost or damaged materials and fines.
- The agency agrees to notify the library when a new employee needs to be added to the list or when a departing employee needs to be removed from the list.
- The letter of application is kept on file at the circulation desk.

**5.2.5.3** Library staff will contact the agency director once a year to review the current list of eligible employees and to request a new letter for renewal.

**5.2.5.4** The library may suspend or revoke a group's borrowing privileges if the value of unpaid fees and other charges exceeds \$9.99. Once all fees/penalties have been paid or waived, borrowing privileges can be restored.

**5.2.5.5** Group cards cannot be used to check out DVDs. Due to copyright laws all applicable group viewing rights are reserved to the library only and cannot be extended to any school, group or organization.

**5.2.5.6** Book discussion groups are registered with a group card status so they can borrow book club kits from the library. A special message shall be entered on the group's record stating "For Book Club use only."

## **5.3 Annexation Policies**

### **5.3.1 Annexation Cards**

- Anyone who lives in an area being annexed by Bellevue may apply for and receive a 90-day "Annexation" card at no cost. An area is considered as "being annexed" when annexation is referred to City Council by the City Planning Commission.
- If current cardholders live in an area being annexed and their membership expires, the current status will be added as a note on the patron record, and they will receive a 90-day Annexation card at no added cost.
- If the annexation process exceeds 90 days, staff will renew cards for another 90 days.

**5.3.2** Library staff will review annexation maps to determine affected street addresses under review and will prepare cardholder lists so statuses can be changed once the annexation is effective.

5.3.3 Once annexation is completed, staff will change the status of all affected cardholders to resident status.

5.3.4 If an area is not annexed, users with a 90-day Annexation card will be asked to pay the nonresident fee once the 90-day card expires, unless an exemption applies.

#### **5.4 Borrower Responsibilities**

- Patrons are responsible for all materials borrowed on their card, including payment of fees incurred. Parents/guardians are responsible for all materials checked out by a patron aged 17 or younger.
- Patrons are responsible for notifying the library promptly of any loss/theft of a library card.

#### **5.5 Materials Checkout**

##### **5.5.1 Loan Periods and Limits**

###### **5.5.1.1 General**

- All materials may be used within the library, free of charge.
- Materials may be borrowed only with a library card in good standing.
- Loan periods will vary according to the material type borrowed.
- Reference materials do not check out.
- Current issues of periodicals do not check out.

5.5.1.2 Books (whether in print or recorded format) and periodicals check out for 21 days.

5.5.1.3 DVDs and Binge Boxes (10 DVDs per box) check out for 7 days.

5.5.1.4 Other Materials.

- Twenty-one (21) day checkout: cake pans; craft stamps; puzzles; VOX books; Themed Bags for Children; Break-in Boxes; STEAM Kits; Dyslexia Kits; Grief Kits; and Watt Detectors.
- Fourteen (14) day checkout: Telescopes and NASA Space Explorer's backpacks.
- Seven (7) day checkout: Pet Microchip Scanners.
- Leisure Passes: Availability may vary. Passes are available online and are subject to the institution's policies regarding use.

5.5.1.5 Limits. No user may have more than fifty (50) items checked out on his/her card at one time. Unless otherwise noted by in-house signage, the following limits also apply to individual cardholders:

- Limit of twenty (20) items checked out in one session.
- Limit of ten (10): Periodicals; DVDs; audio books; and music CDs.
- Limit of five (5): Puzzles; new books; books in a series; books by a single author; books on a subject; cake pans.; crafting stamp sets; other types of AV materials; and VOX books.
- Limit of one (1): Binge box; and tabletop game.

5.5.1.6 Special collections. The library reserves the right to place different limits on new or start-up collections as well as on items that are on seasonal/special displays.

5.5.1.7 Renewals. Most materials can be renewed twice, except the following:

- Items placed on hold by another user cannot be renewed.
- Some display items may be listed as nonrenewable.
- The renewal period starts the day the item is renewed.

- 5.5.1.7.1 Renewable one (1) time: New books; DVDs; Binge boxes; Cake pans; Craft stamp sets; Pet Microchip Reader; Dyslexia kits; Tabletop Games; Puzzles; and Themed Bags for children.
- 5.5.1.7.2 No renewals: Telescopes; NASA Space Explorer's backpacks; Watt Detectors; Dyslexia kits; STEAM kits; Break-in Boxes; VOX Books; and Book Club kits.

5.5.2 **Renewal process.** If an item is renewable, there are three ways a user can renew: in-person; by phone; or online through the library's website or app, using the Public Access Computers (PACs) in the library, or using the self-check stations. The items do not have to be present to be renewed.

5.5.3 **Book Club Kits.** Book club kits are listed in the library's catalog but are only available to Bellevue area book clubs registered with the library. Registered book clubs must include a club name and a contact person on the record. Kits include 10 copies of the same title and a discussion materials folder. The loan period is 6 weeks (42 days) with no renewals.

## 5.6 Blocks and Other Checkout Limits

5.6.1 An address correction block is placed on a user's record in the following cases: 1) when mail is returned by the post office, or 2) when the library is notified by a parent, spouse, roommate or other responsible party at the address that the person has moved. Users with address correction blocks cannot check out until address is verified or a new address has been provided.

5.6.2 No user with a lost item on record may check out library materials unless there is a note on the record saying that the individual has made arrangements with staff on a payment plan with limited checkouts.

5.6.3 Users with overdue fines of \$5.00 or more cannot check out materials until all charges are cleared. Users with fines of \$5.00 or less are expected to pay the fines as soon as possible or to arrange a payment plan.

5.6.4 An unresolved charges notice is sent after items are 30 days overdue. If unresolved charges exceed \$49.99, a "Barred from checkout" block is added on the user's record. Staff shall check for others at the same address to see if there are charges on their records.

If charges exceed \$50 for one or more users at the same address, all will be blocked from checkout. Staff will add a note on the user's "Barred from checkout" note, listing all others who are blocked and the fines that are due, if any. "Barred from checkout" blocks may also be added to other family members' records with a note referring back to the person originally barred. All family members are blocked from checkout until the fines are cleared or arrangements are made to pay the charges.

5.6.5 Staff can block all cards in a household if a member blocked from checkout uses another family member's card to avoid paying unresolved charges.

5.6.6 If a user has agreed on the payment of fines or lost book charges over a period of time, staff shall limit checkout to no more than 3 items at a time until charges are cleared. A "Limited use" note shall be added. This note will be removed once all charges are cleared.

5.6.7 Parental blocks and other limited use block: A parent or legal guardian may place a block on dependents' cards barring them from checking out certain types of items –

for example, DVDs.

## **5.7 Holds Policies**

- 5.7.1 Holds can be placed on titles by the public for any item that is available for loan. The user can place holds by phone, online, and in person. The user must have a valid library card number.
- 5.7.2 Holds expire after 365 days, and patrons are notified when an expired hold occurs.
- 5.7.3 A user can have no more than 25 holds at one time.
- 5.7.4 If a patron requests that he/she be moved back on the holds list, this can be done only by staff. A patron can also request that staff cancel or suspend a hold, or the patron can cancel or suspend their own holds online.
- 5.7.5 The patron has the choice of phone, text, or email notification regarding any holds that are available for them.
- 5.7.6 When a requested item is checked in, the system generates a holds notice. The item is held at the main desk for 5 days, and the system generates daily reports of which items are on hold.
  - 5.7.6.1 For phone notification, staff will call on the same day and for the next five days until the person is contacted or until the five days are up. A message may be left.
  - 5.7.6.2 If the phone number is disconnected or inaccessible, the hold is cancelled and a note added to the patron's record giving the reason.

## **5.8 Overdues**

### **5.8.1 Overdue Notices**

- 5.8.1.1 A pre-overdue notice is a courtesy service provided only to library cardholders with email or text on file. These users are notified that an item is due in 3 days which gives the user sufficient time to: 1) renew the item (if renewable); or 2) return the item before it is overdue.
- 5.8.1.2 First overdue notice
  - 5.8.1.2.1 Overdue notices are generated by the library's automation system when items are 7 days overdue. Notices are sent electronically to anyone with an e-mail address. Otherwise, staff will call the user. Messages may be left.
  - 5.8.1.2.2 For users with no email address or phone, the library will send a notice by mail.
  - 5.8.1.2.3 As library cardholders, it is the responsibility of all users to return checked out items in a timely manner in accordance with the assigned due date, regardless of whether or not they receive overdue notification.
- 5.8.1.3 Second Overdue notice. A second overdue notice will be generated by the library's automation system when items are 14 days overdue. Notices are sent in the same manner as the first overdue notices.

### **5.8.2 Notice of unresolved charges**

- 5.8.2.1 When an item is 30 days overdue, it is considered "Assumed Lost," and a notice of unresolved charges is sent by e-mail or mail to the user. The user is charged the value of the item. If the item is returned, only overdue fees to a maximum of \$5.00 will be assessed.
- 5.8.2.2 When an item is 90 days overdue, a second notice of unresolved charges will be sent by e-mail or mail to the user. The user is charged the value of the item. If the item is returned, only overdue fees will be assessed.
- 5.8.2.3 When an item is 150 days overdue, a third and final notice of unresolved charges will be sent by e-mail or mail to the user. The user is charged the value of the item. If the

item is returned within 30 days of this notice, only overdue fees will be assessed. If the item is not returned within 30 days, the item will be "Declared lost" and only the full value of the item will be accepted. Physical items will no longer be accepted.

**5.8.3 Barred from Checkout.** When charges exceed \$50, staff will search the user file for others living at the same address and add a "barred from checkout" block on all, with reference to the user whose record generated the notice. All remain blocked from checkout until the fines are cleared or arrangements are made to pay the charges.

## **5.9 Fines**

5.9.1 The normal fine for overdue materials is \$ .10 a day.

5.9.3 There is a 4-day grace period on fines. Fines are not charged if items are returned within the grace period. Fines are calculated from the date due, not the end of the grace period.

5.9.4 The maximum fine for the various types of materials can be found in the current fine and fee schedule.

5.9.5 When the library is closed for holidays or due to weather, those days are not counted when determining fines.

5.9.6 When new collections or item types are added, a different fine rate may be established and a separate policy provided.

## **5.10 Lost Materials**

### **5.10.1 Assumed lost status.**

5.10.1.1 Items that are not returned within 30 days after the due date are considered "Assumed lost." A notice is sent to the borrower listing the value of the item(s).

5.10.1.2 A second notice regarding "Assumed lost" items will be sent within 90 days after the due date listing the value of the item(s).

5.10.1.3 The user should report that an item is lost when the item has been stolen, not found, or loaned to a friend and not returned. Staff will provide replacement cost information.

5.10.1.4 Items that are not returned within 180 days after the due date will be "Declared lost" and the borrower will be responsible for the full value of the replacement cost(s) of the item(s). A notice will be sent after 150 days informing the borrower that 30 days remain before the listed items will be "Declared lost."

### **5.10.2 Replacement Costs/Methods**

5.10.2.1 The item price is listed in the library catalog.

5.10.2.2 The user can buy a new (not used) replacement copy, if it is the same edition. Library staff will provide an ISBN, publishing date and publisher for the lost item so an appropriate search can be made by the user. Paperback copies cannot be substituted for lost hardcover items.

5.10.2.3 DVDs should also be the same as the lost item and not an earlier or later version by a different director and with different actors.

### **5.10.3 Claims Return Items**

5.10.3.1 A borrower can place a “claims return” by notifying library staff in-person, by phone, or by email that an “assumed lost” item has been returned. If staff is unable to find the item at that point, the status is changed to “claims return” so scheduled searches can be conducted. While the borrower is notified of the change to “claims return,” the borrower is expected to also continue the search at home.

5.10.3.2 If a “claims return” item has not been found after 90 days, the status will be changed to “lost” and the user billed the value of the item.

## **5.11 Damaged Materials**

5.11.1 When an item is returned to the library in such a state of damage that it can no longer be circulated, the user is charged full replacement price. If the user is not present, the item is placed in storage, if its condition permits, and a note is added to the record requesting replacement.

5.11.2 Staff shall explain the replacement process and will assist the user in developing a plan to replace the damaged item. When the user pays the cost of the item, the damaged item is given to the user if requested by the user if the condition of the item permits.

5.11.3 Damaged items are sometimes returned at the front desk or in a book return without the user mentioning the damage. In such cases, the item status is changed to “Damaged” and a note added that full replacement costs have been charged.

5.11.4 If the borrower returns an item with slight damage (torn pages, broken DVD case, etc.) staff will refer to the library’s fee list for mending and replacement of items or parts. Fees are collected or added to the user’s record and items are sent to repair.



## **6 INTERLIBRARY LOAN**

- 6.1 Interlibrary loan service is provided through the cooperation of individual libraries statewide and nationwide, the Nebraska Library Commission, and OCLC.
- 6.2 Patrons requesting items not currently owned by the Bellevue Public Library may request interlibrary loan service to borrow these items.
- 6.3 Patrons requesting interlibrary loan service must be Bellevue Public Library cardholders in good standing and must use their own card.
- 6.4 A \$4.00 service fee per item is assessed for each transaction upon receipt of the borrowed item or items. Fees for items requested and received by the library, but not picked up by the requesting patron, are attached to the patron's record.
- 6.5 Overdue fees for interlibrary loan items are the same as for items borrowed from the Bellevue Public Library.
- 6.6 Lost items are handled as regular lost library materials with the understanding that the lending library may charge an extra processing or other fee for lost items.
- 6.7 Damaged materials fees are assessed by the lending agency.
- 6.8 Renewal of interlibrary loan materials is at the discretion of the lending agency.
- 6.9 Microfilm may be requested through interlibrary loan. Fees for microfilm requests vary depending on the lending agency. The Nebraska State Historical Society's current rate will be applied in advance. Microfilm is for in-library use only.
- 6.10 The library reserves the right to suspend interlibrary loan privileges due to abuse.

## **7 MISCELLANEOUS SERVICES**

- 7.1 **Microfilm Reader/Printer:** There is a microfilm reader/printer available for public use. The charge is \$.10 for each black and white print and \$.50 for each color print.
- 7.2 **Copy Machine:** There is a copy machine available for public use. The charge is \$.10 for each black and white printed page. Staff assisted requests for color prints are \$.50 for each page.
- 7.3 **Scanning Documents:** Patrons may request staff assistance to scan items. Scans are \$.10 per page.
- 7.4 **FAXing:** Patrons may request staff assistance in FAXing documents. The first page of the document will be \$1.75, and each page thereafter will be \$1.00.
- 7.5 **Office Equipment:** Equipment located in any office area, or on any library employee's desk, is for library employee use only. This includes the office copy machine, phones, and paper cutters.

## **8 NOTARY SERVICES**

- 8.1 Bellevue Public Library offers Notary services free to all patrons.
- 8.2 Notary services are available most days during normal Library hours, but not less than 45 minutes before closing. Notaries are available based on the schedule and workload of library staff members who have received Notary certification. No appointment is needed, but it is recommended that interested parties call the library before visiting to ensure availability of appropriate staff. The library does not guarantee availability of notary services at any time.
- 8.3 The library does not provide witnesses and witnesses may not be solicited from customers using the library. If your document requires witnesses, please bring them with you. Make sure they have proper identification with them as well (see below, valid photo ID). Witnesses must be personally known to you and be willing to stand up in court on your behalf, should that become necessary in the future.
- 8.4 Notary service will be declined if the document, the identification, the circumstances or the capacity of the signer to understand the proceedings raises any questions of authenticity, ambiguity, doubt or uncertainty, or if the Notary does not understand the language of the document. Library Notaries reserve the right, at their sole discretion, to decline service for any reason.
- 8.5 A current valid photo ID is required for Notary services. Acceptable forms of ID are:
  - Driver's license.
  - Non-driver ID issued by the Motor Vehicle Commission.
  - US or foreign passport.
  - US military ID.
- 8.6 A Library Notary will witness a person signing a document or signing a sworn statement on a document. The Library Notary certifies that:
  - 8.6.1 The signer of the document appeared before the Notary.
  - 8.6.2 The Notary positively identified the signer.
  - 8.6.3 The signer both acknowledged the signature as their own, and that the signature was made willingly.
  - 8.6.4 The notaries at Bellevue Public Library are not attorneys licensed to practice law and may not give legal advice about any legal matter. Notarizing a document does not constitute a legal review of the document's content.
  - 8.6.5 **DO NOT SIGN THE DOCUMENT IN ADVANCE.** Notarization requires that you sign the document in the presence of the Notary. All other blanks in a document must be filled in before notarization, with N/A if not applicable.
  - 8.6.6 Only documents written in the English language will be accepted for notarization. The information must be clearly written. Notaries can only notarize in a language in which they are fluent.
  - 8.6.7 Electronic and remote notarizations are not available.
  - 8.6.8 Notaries cannot certify or notarize that a document/record is an original or true copy of another record, including birth certificates, death certificates, adoption records, or marriage licenses.

## **9 TEST PROCTORING SERVICES**

- 9.1 Students taking online courses from local colleges, students enrolled in distance-learning programs, and adults taking exams for employment testing or job recertification may use test proctoring services provided by the Bellevue Public Library. The availability of this service is based on the availability of personnel, facilities and technology.
- 9.2 Library staff proctor exams from the Reference Desk; library staff observe the student while performing other tasks and assisting other patrons. If your institution requires that the student receives constant, uninterrupted observation, the library cannot proctor your exam.
- 9.3 Exams must be completed no later than a half-hour before the library closes.
- 9.4 The student will contact the Bellevue Public Library about proctoring the exam at least 48 hours in advance. No drop-in test proctoring is provided.
- 9.5 When making the testing appointment, the individual must inform the library that a computer is required. Library staff will provide computer time sufficient to administer the test. Any special requirements must be disclosed at the time the appointment is made, and the Bellevue Public Library reserves the right to decline accommodations deemed overly onerous by staff.
- 9.6 Bellevue Public Library staff will not proctor online exams that require the installation of special software on the library computers or the modification of existing Library computer settings.
- 9.7 The student will be required to arrange for the exam and instructions to be sent to the Bellevue Public Library.
- 9.8 The student will follow all the requirements specified by the testing institution.
- 9.9 The student is responsible for providing postage and an envelope for any exam which must be mailed. The student is responsible for the cost of computer printing (\$0.10 per page) or faxing costs (\$1.75 for the first page and \$1.00 per page for subsequent pages) associated with the exam.
- 9.10 Proctoring at the Library will include issuing the exam, being aware the student is taking the exam, periodically observing the student, signing the proctor form, and returning the completed exam (mailing, faxing or emailing).
- 9.11 The Bellevue Public Library is not responsible if the internet or email fails to work properly. Everything will be done that is possible to reschedule the test.
- 9.12 The Bellevue Public Library is not responsible for completed exams that have gone missing in the postal system or lost in cyberspace.
- 9.13 Bellevue Public Library reserves the right to cancel or postpone a proctoring session if any of the following occur:
  - Test materials are not received in time.
  - Test materials require clarification.
  - Test materials incur any expenses other than postage.
  - Test materials otherwise exceed our ability to comply with the testing institution's requirements.

## **10 EXHIBITS AND DISPLAYS**

- 10.1 The purpose of exhibits and displays in the library is to enhance the educational, informational, and recreational opportunities of the citizens of Bellevue and of library patrons.
- 10.2 The library may provide free exhibit space for citizens, agencies, and community-based organizations. Brochures and items for the public bulletin boards, information tables, and other postings must be of a non-profit nature and are subject to approval by the library director, assistant director, or office manager.
- 10.3 The presence of a particular display does not indicate that the library either advocates or endorses the viewpoints of the exhibits and/or exhibitors. Library use of display space takes precedence in scheduling; the library reserves the right to limit the frequency, length, and placement of exhibits/displays.
- 10.4 Display areas are not available for commercial use or benefit. Artists displaying their work may leave a phone number or address at the circulation desk should viewers wish to contact them.
- 10.5 Only local residents or community organizations and agencies may provide displays.
- 10.6 Displays must be scheduled in advance. The library reserves the right to approve or disapprove of the appropriateness of the exhibit material for the public library setting.
- 10.7 The library assumes no responsibility for the preservation or protection from possible damage or theft of any item displayed or exhibited.
- 10.8 Exhibitors *must* sign an Exhibit Release form for items on temporary display at the library.

## **11 MEETING ROOM USE**

- 11.1 The Bellevue Public Library has meeting space available for group use: The meeting room can be used in its entirety or divided to allow for two concurrent meetings.
- 11.2 The library meeting space is intended for use in support of library programs and services. The primary use of these room(s) is for the library staff to present library programs. Library activities have first preference for meeting room use.
- 11.3 The City of Bellevue has second preference for meeting room use. The meeting rooms shall be available as needed for meetings and workshops of the Bellevue City Council. The meeting rooms shall also be available for any city board meeting, for city or departmental staff training, and for other city sponsored or co-sponsored activities.
- 11.4 The library's meeting room serves as a polling place for local, state and federal elections. No other meeting room use shall be scheduled during election day.
- 11.5 Elected local, state and federal officeholders may request the use of the library's meeting room for Town Hall meetings as a method of reaching their constituents. However, these meetings cannot be scheduled during a re-election campaign.
- 11.6 The meeting rooms shall also be available to nonprofit groups for general, committee, and/or board meetings as long as these organizations comply with the rules and regulations for use of the meeting rooms. Any group that advocates breaking city, state, or federal laws, or whose actions could result in physical danger to others may not use the meeting rooms.
- 11.7 Rooms may not be used for commercial, personal, or family purposes, including court ordered visitations. All meetings must be open to the public and in compliance with the Open Meetings Act.
- 11.8 Use of the meeting rooms does not constitute sponsorship or endorsement by the library of the group's policies, views, or beliefs.
- 11.9 Meetings or programs may not disrupt the use of the library by others. Persons attending the meetings are subject to all library policies. Permission to use library meeting rooms may be withheld from groups that have failed to comply with the meeting room policy and from any group that damages the room, carpet, equipment, furniture, or causes a disturbance.
- 11.10 All youth meetings must have a sponsor age 18 or older present at all times.
- 11.11 Children aged six and younger cannot be left unattended in the library while parents/guardians attend meetings.
- 11.12 Food may be brought into the meeting rooms with pre-approval of the library, but clean-up is required, including trash removal.
- 11.13 Each group or organization that uses a library meeting room must fill out an "Application for Meeting Room use." If there is a question about the application, it should be presented to the library director for approval before any meetings can be scheduled. Completed forms are kept on file at the circulation desk and recurrent meetings are reviewed annually.
- 11.14 Groups should complete application forms at least one week before the first meeting so there is sufficient time to review and approve the application and update the library's calendar.
- 11.15 The library may request proof of nonprofit status, such as a copy of the organization's charter, a copy of its current report filed with the Secretary of State, or a copy of the current bylaws of the organization.
- 11.16 The library will make every attempt to avoid any scheduling conflicts. No meetings may be scheduled during those times the library has blocked out for projected adult or youth programs.
- 11.17 In case of a conflict with a city or library activity, library staff will attempt to notify the affected groups as soon as possible so they can reschedule their meeting place.
- 11.18 The Head of Circulation will maintain a current calendar of meetings at the circulation desk. She/he will be responsible for notifying groups of any changes in the schedule and for updating the files every six months.



**RULES FOR USE OF THE MEETING ROOMS BY NONPROFIT GROUPS  
AT THE BELLEVUE PUBLIC LIBRARY**

- All meetings must be open to the public and in compliance with the Nebraska Open Meetings Act.
- Meeting rooms are available free of charge. However, each group using the large meeting room must set up the room and restore it to its previous arrangement.
- No evening meeting shall extend beyond 7:45 PM Mondays through Thursdays, 5:45 PM Fridays, and 4:45 PM Saturdays and Sundays.
- Smoking is not allowed in the library. This includes the meeting rooms.
- Non-alcoholic beverages, such as coffee, tea, punch, or soft drinks and light snacks may be served.
- Alcoholic beverages may not be served at any time.
- Library audiovisual equipment should be reserved at the time of application.
- No group shall schedule and/or advertise speakers or special programs in conjunction or in lieu of a meeting, unless the program is co-sponsored by the library and complies with the library's programming policy.
- No group may solicit funds from library users or charge them for attending a meeting. However, a group can collect annual and special fees from members and monies may be taken for library-sponsored programs such as author visits.
- At the end of the meeting, the group's presiding officer, or a designated individual, must report meeting room attendance to staff at the circulation desk.
- **FAILURE TO COMPLY WITH THESE RULES CAN RESULT IN REVOCATION OF MEETING ROOM USE PRIVILEGES.**

## **12 CONFERENCE ROOM**

The Bellevue Public Library conference room is available during normal hours of service for individuals or small groups who need a quiet, uninterrupted area to study or have a meeting. The conference room is equipped with a table, 4 chairs, power outlets, and access to the library's free wireless internet.

### **12.1 Rules and Procedures**

- The conference room's setup accommodates 4 individuals with a maximum capacity of six. Library staff can provide up to 2 extra chairs by request. Furniture may not otherwise be brought into or removed from the conference room without approval from library staff.
- A person must be aged 14 or older to reserve and occupy the conference room. Individuals younger than 14 must always have an adult present in the conference room.
- Secure, lidded drinks and light snacks are permitted in the conference room.
- The conference room is expected to be left in a clean and orderly condition. Individuals who leave the room untidy may lose future conference room privileges. Vandalism of the conference room is not tolerated and will result in immediate suspension of room privileges.
- Individuals will not be permitted to attach items to the walls or windows of the room.
- The conference room is intended for quiet work or study and is not soundproof or private.
- The conference room may not be used for commercial purposes, including transacting business or soliciting customers or clients.
- Individuals or groups who leave the room unattended for more than 15 minutes will forfeit their use of the conference room.
- The library is not responsible for personal belongings left in the conference room.
- The conference room must be vacated 15 minutes prior to the closing of the library.

### **12.2 Reservations**

- Reservations can be made in person or by telephone and up to 30 days in advance. Walk-ins are welcome when no reservations have been made. Small groups that regularly meet may request a reoccurring monthly reservation. An individual from this group should fill out a meeting room application and submit it to Head of Circulation.
- Individuals will need to provide their name, contact information, and number of people using the room when making a reservation.
- The individual who has completed the conference room reservation request must be present to gain access to the space. Check-in at the circulation desk is required upon arrival and during departure.
- Each reservation cannot exceed two hours. An additional two hours may be approved by front desk library staff depending on availability.
- The reservation of a conference room will be held 15 minutes beyond the reservation start time. After 15 minutes, the room will be offered to others.
- Failure to show up for a reservation without a cancellation after four instances will result in the loss of conference room privileges for a period to be determined by Library Administration. Users must adhere to the Library Code of Conduct. If the Library Code of Conduct or the above terms and conditions are not followed, the user will be subject to permanent suspension of conference room privileges.

## **13. STUDY ROOMS**

### **13.1 Rules and Procedures**

- The Bellevue Public Library study rooms are available at no cost during normal hours of service for individuals or small groups who need quiet, uninterrupted areas to study or work. Each room is equipped with a table, chairs, power outlets, and access to the library's free wireless internet.
- Each study room accommodates a maximum of two individuals.
- A person must be aged 14 or older to reserve and occupy a study room. Individuals younger than 14 must always have an adult present in the study room.
- Secure, lidded drinks are permitted in the study rooms. Light snacks are permitted.
- Lights in the study rooms must remain on while in use.
- Study rooms are expected to be left in a clean and orderly condition. Individuals who leave rooms untidy may lose future study room privileges. Vandalism of study rooms is not tolerated and will result in immediate suspension of study room privileges.
- Furniture may not be brought into or removed from a study room without approval from front desk library staff.
- Individuals will not be permitted to attach items to the walls or windows of the study rooms.
- Study rooms are intended for quiet work or study. Study rooms are not soundproof or private.
- Study rooms may not be used for commercial purposes, including transacting business or soliciting customers or clients, nor for private events of a purely social nature (except for tutors who are compensated for academic tutoring).
- Study rooms are not intended to be the regular meeting location of a group or organization.
- Individuals who leave the room unattended for more than 15 minutes will forfeit their use of the study room.
- The library is not responsible for personal belongings left in the study room. Study rooms must be vacated 15 minutes prior to the closing of the library.

### **13.2 Reservations**

- Reservations can be made in person or by telephone and up to 7 days in advance. Walk-ins are welcome when no reservations have been made.
- Individuals will need to provide their name, contact information, and number of people using the room when making a reservation.
- The individual who has completed the study room reservation request must be present to gain access to the space. Check-in at the circulation desk is required upon arrival and during departure.
- Each reservation cannot exceed two hours. An additional two hours may be approved by front desk library staff depending on availability. Study room usage is limited to a maximum of four hours per day per group or individual.
- Reserved rooms are held 15 minutes beyond the reservation start time. After 15 minutes, the room will be offered to others.
- Failure to show up for a reservation without a cancellation after four instances will result in the loss of study room privileges for a period to be determined by Library Administration. Users must adhere to the Library Code of Conduct. If the Library Code of Conduct or the above terms and conditions are not followed, the user will be subject to permanent suspension of study room privileges.

#### **14. COMPUTER AND INTERNET USE**

- 14.1 Computers are available for use by the public at no charge on a first-come, first-served basis.
- 14.2 All computer users must hold a valid Bellevue Public Library card or a guest pass.
- 14.3 Computers in the Children's area of the library are for use by patrons aged 11 and younger.
- 14.4 Children using computers in the adult area who are seven years and younger must be seated with a parent/guardian while using a computer.
- 14.5 Adults using a computer must continue to supervise all children accompanying them to the library.
- 14.6 The library is not responsible for damage to any user's storage device or computer, or any loss of data, damage, or liability that may occur from patron use of the library's computers.
- 14.7 Library staff cannot provide in-depth training concerning the internet or computer programs. Staff will assist patrons with basic services. Due to the constantly changing and expanding nature of technology, library staff will not be familiar with every aspect of computers and the Internet.
- 14.8 It is the right and the responsibility of parents to guide their children in the selection of resources compatible with the values and beliefs of their family. The library cannot act *in loco parentis* and urges parents to work with their own children in their use of Internet resources.
- 14.9 Information available through the internet is not warranted by the library to be accurate, authoritative, factual, or complete. Patrons must be responsible for verifying the accuracy of any material.
- 14.10 Charges for prints are as follows:
  - Black and White Prints: \$.10
  - Color Prints: \$.50
- 14.11 Unacceptable Use. The user has the right to access materials of his/her choosing and engage in constitutionally protected communications. The user is responsible for legal and ethical use of all networked resources. Inappropriate use includes, but is not limited to:
  - Attempting to alter or damage computer equipment, software configurations, or files belonging to the library, other users, or external networks.
  - Attempting unauthorized entry into the library's network or to any other computer system.
  - Libeling, slandering or otherwise harassing others or not respecting the privacy of others.
  - Distributing of unsolicited advertising or propagation of computer viruses.
  - Using the library's computers or wireless system for any activity prohibited by federal or state laws or local city ordinance --the Internet should be used for legal purposes only. Due to the public setting of the computers and the presence of children in the library, viewing of certain materials is prohibited. Patrons may not use library computers or Wi-Fi for viewing, sending or receiving materials that may be determined to be harmful to minors as defined by State of Nebraska Statutes 28-807 (6).
  - Patrons may not use library computers or Wi-Fi for viewing, sending, or receiving materials that may be determined to be obscene as defined by State of Nebraska Statutes 28-807 (10).
  - Acceptability of screen display is left to the discretion of the supervising library staff. Patrons viewing sites that may be harmful to minors or obscene may face loss of internet and library privileges. Behavior leading to police involvement may lead to more severe penalties.
  - Police will be notified of any child pornography accessed.
  - Patrons found to be using another patron's card to access the internet may face loss of internet and/or library privileges.

- Violating copyright, software license agreements or communication laws.
  - Using the library's computers or wireless system to operate a business.
  - Using the library's computers or wireless system to access obscene or sexually explicit materials; the library wishes to maintain an environment free from sexual harassment.
- 14.12 The library reserves the right to terminate a computer/Internet session at any time. Any misuse or abuse directed toward other users, library staff, the library's services and/or equipment will result in suspension of library computer/Internet use privileges. The user may be notified that the session will be terminated and/or user suspended at the time of an infraction, or the user may be notified of computer/Internet use suspension the next time he/she requests use following an infraction.
- 14.13 The library utilizes a content filter to limit patrons' exposure to obscene and illegal material. To the extent possible, the software will be used to block Internet sites that could be offensive and harmful to minors. However, no Internet filter is perfect at blocking all inappropriate sites, and sometimes sites that are appropriate are inadvertently blocked. If a patron believes a site is incorrectly blocked or incorrectly allowed, they may submit a request to have it blocked or unblocked.
- 14.14 A user must agree to follow library rules and procedures. Users of the library's computer lab are presented with a screen explaining computer use policies each time they log on to a computer station. An "accept" on the policy screen means the patron has read, understands, and will abide by the policies.

## **15. INTERNET/COMPUTER USE ONLY CARDS**

- 15.1 Temporary cards are available for individuals who need access to Internet services: 1) while temporarily employed in the Bellevue area; 2) vacationing or visiting friends and/or family in the Bellevue area; 3) or just passing through.
- 15.2 Internet/Computer only cards expire after 90 days. They can be renewed as often as necessary.
- 15.3 There is no fee for a new Internet/Computer only card. There is a \$1 fee for replacement cards and a \$0.25 fee if only the barcode needs replacing.
- 15.4 An Internet/Computer only user is limited to 4 hours in the computer lab daily depending on whether there are holds in queue.
- 15.5 Staff can deny this card to anyone who has been banned from the library and/or library grounds by the library administration or the police.
- 15.6 Individuals with regular library cards cannot apply for this type of card.
- 15.7 The applicant will fill out and sign a registration form using a home address with a local secondary address (hotel, relative, etc.), if applicable. A parent or legal guardian must co-sign the registration form for an applicant 14 years old or younger.
- 15.8 The applicant can be asked to provide picture identification, such as driver's license, school or military ID before a card is issued.

### **15.9 Internet/Computer Only Cards for Group Home Clients**

- 15.9.1 Persons who reside in a rehabilitation center or a shelter located in the city of Bellevue can apply for a 90-day card to access the Internet and computer lab at no charge.
- 15.9.2 A letter from the agency shall accompany each applicant stating that the individual is a client at the rehabilitation center or shelter. The agency letter shall serve as the application and is kept on file.
- 15.9.3 The individual will be listed by name, but the agency's address shall be the address of record. The first street address line must include "C/O" plus the agency name followed by a second street address line with the agency's street address.
- 15.9.4 Residents at the local area women's shelter use the shelter's PO Box and phone number as their addresses of record. Staff shall not ask for home address, phone or cell phone.

### **15.10 Guest Passes Internet use**

- 15.10.1 Guest passes are available for users who need quick access to the Internet. This often applies to those who are visiting the area, drop-in users and the occasional resident.
- 15.10.2 The applicant can be asked to provide picture identification, such as driver's license, school or military ID before a pass is issued.
- 15.10.3 Registration is not required but staff should inquire about residency (in the city, base, surrounding community) and search for current or expired cards plus charges when applicable. If there are charges, the applicant is informed but is provided one time use only until these are cleared.
- 15.10.4 Staff shall sign in the guest on the ledger kept at the circulation desk.

### **15.11 Internet Use Rules**

- 15.11.1 Users must comply with the library's internet use rules. These guidelines shall also appear on the first screen on the lab computers when the user logs in.
- 15.11.2 The library reserves the right to discontinue internet card or guest pass use if the user fails to comply with the library's guidelines.



## **16. MAKERSPACE**

- 16.1 Use of the makerspace is by appointment only. Appointment requests should be emailed to [refrequest@bellevue.net](mailto:refrequest@bellevue.net). Appointments are held for 15 minutes. Users who are not in the makerspace within 15 minutes of the start time of their appointment will forfeit their appointment and need to reschedule.
- 16.2 There is no cost to use the makerspace, however there is a cost for supplies used.
- 16.3 The library has a limited number of supplies on hand for ease and convenience when utilizing the makerspace. Patrons are welcome to bring their own materials when using the machines.
- 16.4 Patrons using the makerspace and its equipment must be 12 years or older, unless attending a library-sponsored program. Patrons younger than 12 years may use the makerspace if supervised by a trained adult.
- 16.5 Every patron must complete the training for each device. Training elsewhere (another makerspace, work, or home) does not count as training at Bellevue Public Library.
- 16.6 Patrons agree that if any tool or piece of equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool and notify library staff.
- 16.7 It is everyone's job to keep the makerspace clean and orderly. Devices should be cleaned; all debris should be removed and disposed of appropriately.
- 16.8 Tools and equipment should be put away before leaving the area.
- 16.9 The makerspace has limited space. Users must take their projects and supplies with them when they are finished with their appointment.
- 16.10 Patrons agree to abide by Bellevue Public Library computer policies while using makerspace computers and accept responsibility for the security of information they give on the Web, such as personal information and credit card numbers.
- 16.11 All makerspace devices shall be used only for lawful purposes. No one will be permitted to use makerspace devices to create material that is:
  - Prohibited by local, state, or federal law.
  - Unsafe or poses an immediate threat to the well-being of others.
- 16.12 Bellevue Public Library is not responsible if a project is destroyed, does not print/burn/cut/transfer correctly or does not work. Patrons are required to pay for successful or failed projects when using library consumables.
- 16.13 The patron understands that Bellevue Public Library is not responsible for any manufacturing defects or the quality of workmanship of any of the tools, materials, or equipment supplied by Bellevue Public Library.

## 17. CODE OF CONDUCT

- 17.1 Bellevue Public Library is committed to preserving a safe and welcoming environment for reading, learning, exploring ideas, creating, participating in programs, and enjoying other library activities. Library visitors are expected to comply with the following code of conduct. Section 51-212 of the Nebraska Statutes specifically gives public libraries the power to exclude from the library persons who violate or refuse to comply with the library's rules and regulations. In addition, there are federal, state and local statutes prohibiting some of the conduct addressed in this policy.
- 17.2 **Levels of Enforcement.** Without limitation, various prohibited activities and behaviors are delineated below. Any library staff member is authorized to issue informal warnings regarding such conduct. The Library Director or designated staff are authorized to enforce this code by progressive enforcement or immediate suspension and/or permanent ban.
- 17.3 **Progressive Enforcement.** Certain activities and behaviors will be subject to progressive enforcement as follows\*:
- 17.3.1 First infraction will result in a warning that loss of library privileges may result and/or possible expulsion from all library grounds for the remainder of the day.
  - 17.3.2 Second infraction will result in suspension from all library grounds for one week.
  - 17.3.3 Third infraction will result in suspension from all library grounds for one month.
  - 17.3.4 Fourth infraction and every infraction thereafter will result in suspension for six months.
- \*The Library Director or designated staff reserve the right to immediately impose a more serious level of enforcement if the situation warrants.**
- 17.4 **Immediate Suspension and/or Permanent Ban.** Certain activities and behaviors constitute contact with and enforcement by the Bellevue Police Department or otherwise constitute an immediate and more serious threat to the welfare of library staff and patrons, and for which the Library Director and/or designated staff are authorized to immediately impose a suspension of one month, one year or permanent ban of an individual from all library grounds.
- 17.5 **Prohibited Conduct.** In order by level of enforcement, various actions and behaviors include but are not limited to the following:

| Progressive Enforcement                                                                                                          | Immediate Suspension and/or Permanent Ban                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Disruptive talking or other noise inconsistent with the intended use of the area                                                 | Engaging in any activity in violation of Federal, State, local or other applicable law                                                              |
| Running, pushing, shoving, or throwing                                                                                           | Fighting, physical threats or abuse to self or others                                                                                               |
| Abusive or foul language                                                                                                         | Threatening language                                                                                                                                |
| Misuse of Library furnishings, equipment, or materials                                                                           | Destructive abuse of Library furnishings, equipment, or materials                                                                                   |
| Sleeping on floor, furniture, or grounds                                                                                         | Being under the influence of alcohol/illegal drugs or selling, using, or possessing same                                                            |
| Eating or drinking prohibited items, except in designated areas and through designated means of disposal                         | Intentionally causing a false fire alarm                                                                                                            |
| Smoking (including e-cigarettes), vaping, or using tobacco products in designated outdoor non-smoking areas                      | Smoking (including e-cigarettes), vaping, or using tobacco products inside the library or within 100 feet of the entrance of the library            |
| Entering the library barefooted or without a shirt, or being otherwise attired so as to be disruptive to the library environment | Carrying firearms and dangerous weapons of any type, except the carrying of a concealed handgun in compliance with the Concealed Handgun Permit Act |

|                                                                                                                                                               |                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Demonstrations, solicitations, campaigning, or petitioning, except in designated areas                                                                        | Theft and/or attempted theft of Library property or the property of patrons and staff                             |
| Excessive public display of affection                                                                                                                         | Engaging in sexual activity, offensive touching, or indecent exposure                                             |
| Congregating or otherwise hindering passage in aisles, exits, entrances, or high traffic areas                                                                | Photographing or filming others without their consent or as authorized                                            |
| Abuse of computer procedures and privileges                                                                                                                   | Destructive or illegal use of computers and/or Internet                                                           |
| Leaving personal belongings unattended                                                                                                                        | Trespassing in nonpublic areas                                                                                    |
| Littering, bringing in articles with a foul odor, or items that cannot be placed immediately beside oneself and would impede the use of the library by others | Use of restrooms for bathing or laundry purposes                                                                  |
| Staring or uninvited conversations to the point of annoyance                                                                                                  | Stalking or intimidation                                                                                          |
| Offensive bodily hygiene so as to constitute a nuisance to others                                                                                             | Panhandling                                                                                                       |
| Roller skating, skateboarding on library property, parking bicycles in non-designated areas                                                                   | Being in the library without permission of an authorized library employee before or after library operating hours |
| Using audible devices without headphones or with headphones set at a volume that disturbs others                                                              | Trespassing after previous suspension or ban                                                                      |
| Using cell phones and other communication devices in a manner that disturbs others                                                                            |                                                                                                                   |
| Neglecting to provide proper supervision of children or vulnerable persons                                                                                    |                                                                                                                   |
| Bringing pets or animals, other than service animals, into the library, except as authorized                                                                  |                                                                                                                   |

- 17.6 **17.6 Reporting Conduct.** Any patron who witnesses or is a victim of such conduct should immediately inform staff so that this policy can be enforced by a library supervisor or if necessary, so the police can be called. In some cases, witnesses or victims will be asked by library staff for detailed accounts and personally identifiable information or need to be available for interviews with the Bellevue Police Department.
- 17.7 **Notice and Appeal.** Notice of suspension shall be delivered to that person by personal service, the Bellevue Police Department or by United States Mail. Notice of permanent ban shall be in the form of a written stay-away notice and shall be delivered to that person by personal service, Bellevue Police Department, or by mail addressed to that person's last known address. Failure to abide by such notice of suspension or permanent ban shall constitute trespass.
- 17.8 **Appeal.** Anyone wishing to appeal their suspension, expulsion, or barring may submit an appeal form to the library administration.

## **18. CELL PHONE AND ELECTRONIC DEVICE USE**

- 18.1 Many people visit the library and are expecting to find a quiet place to read and study. Although the Bellevue Public Library does not encourage the use of cell phones in the building, there may be times when it may be necessary. Library users are asked to be considerate and respectful of others by following the guidelines below:
- Please put phone on vibrate, silence or the lowest level of sound when in the library.
  - Limit calls to brief, quiet conversations.
  - Do not use a phone in quiet, study areas.
  - Do not use a phone during library programs.
  - Consider the option of using text messaging while in the library to minimize noise.
  - When possible, make and take all calls to the vestibule or foyer of the library or outside the building.
  - All of the above will apply to regular and hands-free phones.
- 18.2 Users engaging in disruptive phone conversations in public and staff areas will be asked by library staff to move either to the vestibule or outside. Patrons who feel that another patron is inappropriate and/or disruptive should report this to the library staff.
- 18.3 All electronic equipment accessing Web resources that generate sound require the use of headphones, and the volume level must be set low enough that it cannot be heard by others. Electrical cords must be kept out of aisles and cannot in any manner create a tripping hazard.
- 18.4 Devices left charging and unattended are the responsibility of the owner.

## **19. Film, Photography, and Recording Policy**

- 19.1 Filming and photography are allowed as described below only to the extent that they do not interfere with the mission of the Bellevue Public Library or delivery of library services.
- 19.2 The public library facilities and grounds are defined as “limited public forums” subject to reasonable time, place, and manner restrictions. Sidewalks around the library are “traditional public forums,” defined as places held in trust of the public to use for free speech and other activities protected by the First Amendment.
- 19.3 Bellevue Public Library is within its rights to limit filming and photography on library property or inside facilities when such restrictions serve library purposes. The priority is to ensure the right of library patrons to acquire knowledge and information freely and confidentially without scrutiny, intimidation, or distraction by others.
- 19.4 Filming and photography may only be done in public spaces and is not permitted in staff only spaces such as offices, behind circulation desks, and in storage/equipment rooms. Filming and photography are never allowed in areas where privacy is expected such as restrooms. Library patrons may not be filmed while using the library unless permission is given. Library workers may be filmed, but only while they are working.
- 19.5 Procedure: Any persons filming, photographing, and/or recording on library premises have sole responsibility for gaining all necessary releases and permissions from persons who are filmed, photographed or recorded, if applicable. The library undertakes no responsibility for obtaining these releases. Authorization may be required to video, photograph, and record the library facilities as described below. Failure to obtain these permissions is failure to comply with the library’s Code of Conduct policy:
  - 19.5.1 Notice of Filming, Photography, and/or Recording During Library Programs:
    - 19.5.1.1 Attendance at Bellevue Public Library programs and events constitutes consent to be photographed for use in print and/or electronic publicity for the Bellevue Public Library.
    - 19.5.1.2 To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian. Persons who do not want the library to use a photo or video of themselves or their child should tell the library staff member coordinating the event before the program or event begins.
  - 19.5.2 Amateur Filming, photography, and/or Recording:
    - 19.5.2.1 Casual amateur photography, filming, or recording is permitted in library facilities for patrons and visitors wanting a memento for remembering their visit, provided that other library patrons are not captured in any such photographs, films, or recordings without their permission in accordance with Supreme Court decision *Katz v. United States*, 389 U.S. 347. This held that the Fourth Amendment “protects people, not places” and what a person “seeks to preserve as private, even in an area accessible to the public,” may be constitutionally protected.
    - 19.5.2.2 The use of additional equipment such as lighting is not permitted.
  - 19.5.3 Documentary-type Filming, Photography, and/or Recording for Publication or Broadcast:
    - 19.5.3.1 The library permits photography of its premises and activities when the use of the photographs involves the library directly: books, articles, library sponsored events, videos about the library, its facilities and services, or as a tourist or learning destination in the community.
    - 19.5.3.2 Individuals or organizations with a documentary requirement must obtain authorization in advance from the library director prior to commencing any documentary-related activities.
  - 19.5.4 Commercial/Industry Filming, Photography, and/or Recording:
    - 19.5.4.1 The library does not permit commercial photography on its properties or inside its facilities without the written permission of the library director. This includes,

but is not limited to using library buildings, grounds, or interiors as a stage set for portraits, model photography, or product photography, or filming used to advertise goods or services unrelated to the library for commercial sale or promotion.

19.5.4.2 The library will permit the use of its facilities for film-related projects when a library setting is applicable if the project does not interfere with the mission of the library, is in accordance with the rest of this policy, and avoids any relation to political campaigns or to partisan issues.

19.5.4.3 Such projects require the approval of the library director with all details coordinated in advance.

19.5.4.4 Filming may only take place during hours when the library is closed and all equipment must be removed during the library's operational hours, unless approved otherwise by the library director.



## 20. UNATTENDED PERSONS

The library works to create a safe and welcoming environment for all patrons. In the interest of every patron's safety, the library does not assume responsibility for care or supervision or actions of minors or vulnerable persons. All patrons, regardless of age, are required to follow all library policies, including the Code of Conduct. Parents and caregivers are responsible for monitoring the activities and regulating the behavior of their children or other persons in need of supervision while in the library.

- **Definition of Caregiver:** A responsible caregiver for a child under the age of 12 or a vulnerable person must be at least 18 years old. The caregiver is responsible for the behavior and supervision of persons in their care while at the library.
- **Definition of a Vulnerable Adult:** A vulnerable adult is an adult (18 years or older) who should not be left alone in the library or is unable to reasonably care for himself/herself in an emergency. This includes adults who need staff help beyond assistance with normal library services.
- **Using the library:**
  - Children under the age of 12 must be accompanied/supervised by a caregiver during their visit to the library.
  - Children aged 7 years and younger or a vulnerable person must remain within line of sight of a parent or caregiver while using the library unless they are attending a library staffed/sponsored program (see below for Program Attendance Rules).
  - Youths aged 12 and older or vulnerable persons who can understand and follow the Code of Conduct Policy and care for themselves may visit the library and attend programs independently. They are encouraged to have contact information for someone who can assist them in an emergency.
- **Rules for Program Attendance:**
  - A parent or caregiver must be present at library programs with children ages 5 and under or with a vulnerable person who needs assistance beyond normal library services.
  - Children aged 6-11 can independently attend library staffed/sponsored programs, but a parent or caregiver must remain in the library building.
- **If left unattended:** If a child under 12 years old or a vulnerable person is left unattended in the library or on library property, the staff will attempt to contact the parent or caregiver by paging, by phone, text, email, or other reasonable method. If no parent or caregiver arrives within 15 minutes, the Bellevue Police Department will be called. The library reserves the right to contact the Bellevue Police at any time if the situation warrants.
- **At close of day:** All children or vulnerable persons must be picked up by a parent or caregiver by the time the library closes. Library staff will wait with a child or vulnerable person for 15 minutes and aid in attempting to contact the person in charge of picking them up. After waiting 15 minutes, the Bellevue Police will be called to pick up and safeguard the child or vulnerable person. Under no circumstances will staff transport a child or vulnerable person to another location.

## **21. Confidentiality of Library Records**

- 21.1 The policy of the Bellevue Public Library is to ensure the privacy of the users of its services and to consider any library records to be confidential in nature.
- 21.2 Nebraska State Statutes Section 84-712.05: *Records which may be withheld from the public; enumerated. The following records, unless publicly disclosed in open court, open administrative proceeding, or open meeting, or disclosed by a public entity pursuant to its duties, may be withheld from the public by the lawful custodian of the records ... (13) Records or portions of records kept by a publicly funded library which when examined with or without other records, reveal the identity of any library patron using the library's materials or services ...*

In summary, the Bellevue Public Library and staff may not disclose information about a cardholder's record or use of the library to anyone other than the cardholder, except by court order or written permission from the cardholder. Persistent requests for this type of information should be directed to the library director or assistant director.

- 21.3 Library records are for the sole purpose of protecting public property and are not to be used, directly or indirectly, to identify the types of materials used by individual library patrons. Under no circumstances will the library staff answer to a third party about what a patron of the library is reading or the kind of information requested from the library's collection.
- 21.4 From the American Library Association, "Confidential library records should not be released or made available in any format to a federal agent, law enforcement officer, or other person unless a court order in proper form has been entered by a court of competent jurisdiction after a showing of good cause by the law enforcement agency or person seeking the records." The library director and/or his/her designee will seek legal counsel from the city attorney's office in the event of such request for the release of library records and will respond to the request according to advice of counsel.
- 21.5 All search warrants, court orders or subpoenas shall be referred to the Library Director, who is the lawful custodian of the library's records, or in his/her absence an Assistant Library Director who assumes those duties. If neither the Director nor an Assistant Director is present, the person in charge shall notify the Director or an Assistant Director by phone for appropriate authorization.
- 21.6 If the law enforcement agent insists to any other staff member that the information be released immediately, that staff member must inform the agent that he/she is not authorized to release confidential information but that the process will make this information available shortly in compliance with applicable laws.
- 21.7 The library director will resist the issuance or enforcement of any such process, order, or subpoena until a proper showing of good cause is made in a court of competent jurisdiction. Moreover, any cost incurred by the library in any search through patron records, even under court order, will be chargeable to the agency demanding such search.
- 21.8 The person in charge shall provide the information requested from the library's automation system or any other library files covered by a warrant, subpoena, process, or order. Staff shall not provide any additional confidential information other than what has specifically been requested.
- 21.9 Copies of any warrants, court orders, or subpoenas, should be filed in the library administration files along with the name of the law enforcement agent presenting the order, subpoenas, or warrant, the date it was served, and the date information was provided. Staff shall be instructed to not discuss the subpoena/court order or the name of the person on whom the search warrant was based with anyone.
- 21.10 When a library staff member calls a patron regarding overdue or requested materials, no specific item information will be left in a message. Such information will only be shared

with the patron.

- 21.11 Parent or guardian access to confidential information of a minor cardholder is restricted to information related to the payment of overdue fines or lost or damaged materials.

## 22. COLLECTION DEVELOPMENT

- 22.1 Materials are selected to support the Library's Mission Statement to "to provide equal access to information and to promote the enjoyment of reading and culture and support the pursuit of lifelong learning."
- 22.2 The Bellevue Public Library is viewed as a public institution supported by public tax dollars, and as such, all materials are available for use by all library users. In both the selection and usage of materials, the library follows the principles included in the American Library Association's *Library Bill of Rights* and *Freedom to Read* statements.
- 22.3 **Materials Selection.** The aim of the Bellevue Public Library is to provide a balanced collection of use to a wide population base. Every attempt is made to purchase timely materials that are of immediate use or interest, but also to purchase materials of long-term value.
- 22.3.1 The Library Director has the authority and responsibility for selection and management of all materials within the framework of this policy. Actual selection and management activities are shared among trained library staff that shall discharge this obligation consistent with this policy and established procedures. The Director has the final authority.
- 22.3.2 Staff will consult a variety of aids prior to selection, including standard library and publishing review sources, bibliographies, publishers' catalogs, direct examination, and patron requests.
- 22.3.3 The library regularly purchases materials in various formats, offering access to a variety of points of view. Selection of materials does not imply agreement with or approval of the content, viewpoint, implication, or expression of the material. It is the responsibility of the individual library user to select those materials which suit his/her taste. Supervising the use of library materials is the responsibility of the parent or guardian, not of the library staff.
- 22.3.4 The following general criteria will be used for selection of materials although an item does not have to meet all of the criteria to be acceptable, nor will any single criterion be decisive:
- Community interests and impact.
  - Suitability of subject, style and reading level for the intended audience.
  - Appropriateness and effectiveness of medium to content.
  - Reputation and/or significance of the author, publisher or producer.
  - Professional reviews and journals.
  - Staff professional expertise.
  - Relationship to existing materials in the collection.
  - Within limits of the budget available.
  - Local author or illustrator.
  - Variety of viewpoints.
  - Format is appropriate for library use.
  - Enhances or rounds out a specific collection within the library.
  - Popularity of author/genre/subject/series with library patrons.
  - Literary and artistic merit.
  - Accuracy of content.

### 22.3.5 Additionally:

- Not all selection criteria may apply equally to all content or formats.

- Selection of materials does not imply agreement with, or approval of, the viewpoints expressed.
- The library does not offer textbooks or other school curriculum and in general does not duplicate resources already provided at local academic and special libraries.
- Patron recommendations for collections are welcomed and evaluated by the criteria listed above.
- Determining the appropriateness of materials for minors is the sole responsibility of the parent or guardian.
- Some materials are designated for use in the library only.

**22.4 Collection maintenance.** An item may be removed from the collection when it becomes physically worn, when the material presented becomes outdated, and/or the item is no longer checked out. If a lost or damaged book is considered essential to the collection, a replacement copy is purchased. A worn or frayed book can be replaced by a donated copy in better condition.

On a regular basis, specified areas of the collection are examined and evaluated with regard to usage, appearance, accuracy, and relevancy.

**22.5 Reconsideration of Library Materials.** Any library cardholder may request that an item in the collection be reconsidered by filling out a “Request for Reconsideration of Library Materials” form. Generally speaking, it is the position of this library that materials selected in accordance with established selection procedures should not be removed by outside pressure. This is supported by the *Library Bill of Rights*, which has been endorsed by the American Library Association and adhered to by the Bellevue Public Library. The reconsideration procedure is as follows:

22.5.1 The choice of library materials by a library patron is an individual matter. While a person may reject materials for themselves and/or their dependents, they may not restrict access that others have to those materials.

22.5.2 The Library recognizes that certain materials are controversial and that any given item may offend some library patrons. The procedures enumerated below have been developed to assure that the requests of those who disagree with the inclusion of specific items in the collection are handled in an attentive and consistent manner.

22.5.3 A library cardholder in good standing who requests the reconsideration of library material will be referred immediately to the Director or the librarian in charge. This staff member will discuss the Collection Development Policy and the application of selection principles.

22.5.4 If a library cardholder persists in requesting that an item be withdrawn from the collection or relocated, then the library’s procedure for reconsideration will be carefully explained and followed. A separate Reconsideration of Library Resources Form must be filled out completely for each item. Library cardholders are limited to three active requests for reconsideration at one time.

22.5.6 While under reconsideration, library materials will remain in circulation.

22.5.7 The procedure for the reconsideration of library materials consists of the following:

1. The library cardholder must complete the Reconsideration of Library Resources Form and submit it to the Library Director. This request may not be submitted anonymously.

2. The Reconsideration Request will be referred to a committee consisting of the Director, Assistant Director, Technical Services Librarian, and a subject specialist librarian to determine whether retention of the item would be in violation of the Collection Development Policy.
3. The committee will reconsider the item using the general criteria of the Collection Development Policy and reviews from recognized sources and then make a written decision.
4. The director will inform the Library Advisory Board of the committee's decision.
5. The director will respond in writing to the library cardholder regarding the committee's decision within one month (30 days) after receiving the Reconsideration Request. Committee members' comments will not be attributed, although brief quotes may be used in the director's response.
6. If the library cardholder desires, then an appeal of this decision may be made to the Library Advisory Board. Such appeal shall not exceed two pages and will also include copies of the original Request for Reconsideration and the committee's written recommendation. The appeal will be added to the agenda for the next regularly scheduled Library Advisory Board meeting that will allow board members time to review the material.
7. The Library Advisory Board will reconsider the decision based on whether the particular item conforms to the general criteria outlined in the Board-approved Collection Development Policy. The Library Advisory Board shall then make the final determination of the matter, notifying the library cardholder in writing of this action within 30 days of the Board's determination.
8. The final decision on the reconsideration of a specific title, and reason for the request, shall remain in effect for three years. All documents pertaining to the Reconsideration Request will remain on file in accordance with State records retention policies.



## **23 GIFTS**

- 23.1 Gifts of books and other materials may be made directly to the library. The library does not accept materials that are not outright gifts and reserves the right to assign any of its materials wherever the need is greatest.
- 23.2 Any donation to the library becomes the property of the library, and the library is free to dispose of it as it sees fit. A donation form acknowledging the donation to the library, but giving no dollar value, is offered to the donor by the staff. The material is evaluated according to the selection criteria described in the Collection Development policy. A donor may request that a book be returned to him if it is not added to the collection. A decision not to add an item may be made for any, or all, of the following reasons:
- Physical condition: All gifts of books and materials must be in usable physical condition. Due to limitations of space, money, and staff, the library reserves the right to accept or discard, at its discretion, any materials given to the library.
  - Age.
  - Narrowness of appeal.
  - Item is already owned or subject area already sufficiently covered in existing collection materials.
- 23.3 The item may be discarded or included in the library's book sale. This sale benefits the Bellevue Library Foundation, which makes monetary gifts to the library to support library programs and services. Possible memorial book selections are also evaluated using the criteria listed above, and suggestions by the donor of the gift book are followed whenever possible.
- 23.4 Unrestricted gifts of money, land, or property will be reviewed by the board before acceptance or rejection.
- 23.5 The library does not provide appraisals of gifts or potential gifts.

According to the American Library Association, "Intellectual freedom is the right of every individual to both seek and receive information from all points of view without restriction. It provides for free access to all expressions of ideas through which any, and all sides of a question, cause or movement may be explored." The Bellevue Public Library strives to represent in its collections and services a wide variety of viewpoints and adopts the following statement outlining the library's position.

#### **LIBRARY BILL OF RIGHTS**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

Emergency procedures for the Bellevue Public Library shall follow policies set forth in the Bellevue Public Library Emergency Policies Manual. Emergency and non-emergency phone numbers are listed in the manual, along with procedures for handling emergency situations. The Emergency Policies Manual can be found at the Circulation Desk, Youth Services Desk, or at the desk of any library department supervisor.

Purpose: To establish guidelines for the placement and use of video security cameras, as well as the access and retrieval of recorded video images at the Bellevue Public Library.

26.1 The Bellevue Public Library strives to offer a welcoming, open atmosphere and to provide a quiet, comfortable and safe environment where people can use the library facilities and collections for intended purposes to the maximum extent possible.

26.2 In pursuit of this objective, security cameras are used where needed to provide peace of mind to library users and staff by discouraging violations of the library's Code of Conduct policies, public endangerment, vandalism, theft and mischief in unsupervised areas, and to provide law enforcement assistance in prosecuting criminal activity, while adhering to the applicable federal, state, and local law concerning the confidentiality of library records, the disclosure of public records, and the protection of individual privacy.

- Signage will be posted at library entrances informing the public that security cameras are in use.
- Security cameras will be installed at the library on an as needed basis. Security cameras may be placed in both indoor and outdoor areas.
- Cameras may be installed in public spaces where individuals lack a reasonable expectation of privacy. Examples include common areas of the library such as entrances, book stacks, public seating areas, hallways, stairways, delivery areas, and parking lots.
- Cameras will not be installed in areas where staff and the public have a reasonable expectation of privacy, such as restrooms.
- Cameras will not be installed for the purpose of monitoring staff performance.
- Access to the archived footage in pursuit of documented incidents of criminal activity or violation of the library's code of conduct shall be provided to law enforcement and designated library staff without subpoena or court order upon written request of a law enforcement agency with jurisdiction, as determined by the city attorney, city administrator, or his/her designee.
- Video footage will not be released to patrons without a lawful order of the court.
- Designated staff may have access to real-time monitors. Images will be viewed on desktop monitors placed in secure areas to ensure privacy.
- The system for cameras will be secure and will only be viewed by the library administrative staff authorized to do so. Authorized individuals may access and review recorded data to ascertain security concerns related to a specific incident. Unauthorized remote access to security cameras is not allowed.
- Because security cameras are not constantly monitored, staff and public should take appropriate precautions for their safety and security of personal property. Neither Bellevue Public Library nor the City of Bellevue is responsible for loss of property or personal injury.
- Images may be shared with other library staff to identify person(s) suspended/banned and barred from library property and to maintain a safe and secure environment.

- Under certain circumstances, individuals authorized under this policy may use a still shot or selected portions of recorded data to request law enforcement review for assessing the security risk of a specific individual or for investigating a crime on library property.
- Due to differing recording length, security cameras installed at the library will automatically record over themselves on an ongoing basis. Video records will not be maintained, provided no criminal activity or policy violation has occurred.

## **27 PUBLIC COMMENT AT LIBRARY ADVISORY BOARD MEETINGS**

- 27.1 The Bellevue Public Library Advisory Board encourages residents, and those whom the library serves, to share their views about library matters. As such, the Library Advisory Board agenda includes time at the end of each meeting for comments from the public regarding any of the matters on the current business agenda. For the Board to fulfill its obligation to complete the scheduled agenda in an effective and efficient fashion, the following policy and procedure has been created.
- 27.2 Getting Started: When it is a person's turn to speak during the public comment portion of the agenda, they should please come forward, sign in with their name and address, and state their name to the Library Advisory Board.
- 27.3 Persons speaking to the Library Advisory Board during the public comment portion of the agenda may speak only once on any of the current business items and must limit comments to 3 minutes or less. If a person would like to speak about a matter or issue not on the agenda, please notify the Bellevue Public Library Advisory Board, in writing, in advance, so that there is time to place the issue on a future agenda. The agenda is closed to new additions on the Tuesday before the meeting by 12:00 p.m.

Bellevue Library Advisory Board  
2206 Longo Dr., Suite 100  
Bellevue, NE 68005

### **27.4 General Rules:**

- Please remember that this is a meeting held in public for the conduct of the business of the Bellevue Public Library Advisory Board. Offensive language, personal attacks and hostile conduct will not be tolerated.
- The Library Advisory Board president shall oversee the public comment portion of the agenda and will determine the order in which speakers will be recognized.
- Board members are not obligated to respond to comments from the public. Issues requiring possible action by the board may be added to a future meeting agenda.



The Bellevue Public Library does not discriminate on the basis of sex, gender, race, color, national origin, religion, or physical disability. The library building is and shall be fully accessible to the physically disabled. Persons with a physical disability shall be provided with assistance in using equipment and materials.

While the Bellevue Public Library strives to provide the highest levels of satisfaction and service to its users, the library recognizes that occasionally a patron may wish to make a complaint.

A library patron may choose to start by making his or her complaint on an informal, oral basis to library staff. Many complaints are resolved at this informal level. If the patron chooses not to do so, or if the complaint does not lend itself to informal resolution, the patron should complete a Patron Complaint form. The library director will promptly review the complaint and, where appropriate, attempt to resolve the complaint directly.

If the patron is not satisfied with the response provided, and/or if the library director decides that the situation warrants the input of the Library Advisory Board, either or both parties may bring the written complaint to the attention of the Board. A patron desiring to do so may also request an opportunity to address the Board at one of its monthly meetings.

The Board will promptly review a complaint presented to it, provide a written response to the complainant, and take any further remedial action warranted by the particular circumstances.

The decision of the Library Advisory Board with respect to a complaint will be final.

## **30 COMMUNICATION AND MARKETING**

- 30.1 The marketing (promotion) of library services is facilitated with the intention of increasing public awareness of library services including events, activities, and resources. Library services may be promoted through various media outlets, online resources, print materials, digital signage, and the library's website.
- 30.2 All library-generated publicity or promotional materials must be directly related to library services, comply with the library's brand-specific marketing guidelines, and receive approval by the library director or their designee prior to distribution.
- 30.3 Media Relations: All requests for interviews made by the media to publicize or report on library services should be submitted to the library director or their designee, for advance approval. The primary spokespersons for the library are the library director or designee, and/or President of the Library Advisory Board. The library's logo and website may not be used or replicated, in whole or in part, without the express permission of the library director or their designee.
- 30.4 Media Releases: Programs, events, and classes are regularly photographed or captured on video for library promotional purposes. By participating in these events, patrons are giving consent that the library can use/publish group photos for publication and/or distribution on library social media platforms. This includes children participating in children's activities and programs. Any patron may opt out of social media participation for themselves or their children by speaking with a staff member at an event.
- 30.5 Social media: The use of library social media is intended to create a welcoming online space where library users will find useful and entertaining information and opportunities to interact with staff and other users. Library staff maintains and edits the content of the library social media to comply with library and City of Bellevue policies.
- 30.6 The library utilizes social media to encourage community involvement and to create a dialog between the library and its patrons regarding library services, resources, events and programs, and community information. The Bellevue Public Library does not endorse the advertisements promoted on any social media site.
- 30.7 Public Comments and Posts
- 30.7.1 Patrons of the Bellevue Public Library are welcome to share and post replies on library social media as long as they conform to the library's social media policy.
- 30.7.2 Social media is not considered a public forum. All interactions will be regularly monitored and reviewed by library staff for content and relevancy.
- 30.7.3 The library reserves the right to restrict or remove any content that is deemed to be in violation of this policy, or any applicable law. Content and comments on the library's social media accounts containing any of the following forms of content and postings shall not be allowed and will be removed:
- Obscenity or pornography.
  - Content that promotes, fosters, or perpetuates discrimination and/or harassment on the basis of race, creed, color, age, gender, marital status, religion, national origin, physical or mental disability, sexual orientation, ancestry, or another protected category.
  - Slanderous, libelous, threatening, or defamatory statements.
  - Spam.
  - Copyrighted or trademarked materials.
  - Content not related to library business, programs, events, resources, and materials.
  - Advertising or sale of merchandise or services.
  - Charitable solicitations or political campaigning.
- 30.7.4 The library is not responsible for user-generated content. Publication of a comment does not imply endorsement or agreement by the library.

- 30.7.5 A user participating in the library's social media platforms consents to and agrees to comply with all library policies. The content of the library's social media platforms is subject to disclosure under the Nebraska Public Records Statutes.
- 30.7.6 The library reserves the right to ban or block individuals from accessing, engaging, or commenting on the library's social media accounts where there is repeated posting of the prohibited content listed above.
- 30.7.7 Only staff members authorized by the library director may post to library social media channels.
- 30.7.8 A library staff member will be designated to monitor and maintain all library social media for content, structure, and updates. While posts, comments, and messages will be regularly reviewed, they cannot be continuously monitored. The library's account may follow, share, or post to any organization relevant or pertinent to the library. Authorized staff should present content in a professional manner, and within the confines of library programming, materials, services and other digital and community resources provided by the library.
- 30.7.9 Branding: All library communications and marketing resources should include approved library logos or images and be consistent with branding guidelines as developed by the library and City of Bellevue.
- 30.7.10 Disclaimer: Library employees posting library and/or public sector industry related content on personal social media accounts(s) should neither claim nor imply that they are speaking on the library's behalf.

The purpose of this policy is to build effective volunteer management. This policy aims to ensure consistent and effective supervision and fair and professional treatment for library volunteers. The primary purpose of the Volunteer Program is to augment and enhance community engagement in the delivery of library services in the community of Bellevue. Volunteers will not be used to replace the positions held by paid library staff.

**31.1 Policy:** Those interested in volunteering should be able to perform specific tasks at the library requiring minimal supervision. Individuals should not require supervision that goes beyond task instructions and demonstrations of the work which they perform. They should be willing workers and not require undue staff support time.

Volunteers shall be recruited without regard to any individual's age, race, creed, color, national origin, religion, marital status, sexual orientation, gender, physical appearance, socioeconomic level, education level or any other legally protected characteristic.

### **31.2 Volunteer Assignments**

31.2.1 Before a volunteer begins work with the library, there must be a clear understanding of the duties the volunteer will be performing, as well as any special qualifications needed by the volunteer.

31.2.2 Volunteer positions may include assignments or projects that are:

- Short-term or long-term to be completed within a defined period.
- Ongoing without an identified end date.
- Volunteers may not perform activities that would reveal confidential patron information.

### **31.3 Volunteer Qualifications**

- Volunteers under the age of 18 must have parental approval and cannot work more than four (4) hours per day. Volunteers must be in at least the Fifth grade to volunteer at the library.
- Volunteers will fill out an application and may be subject to reference and/or background checks. Candidates will be accepted on the library's project and programmatic needs matched with the candidate's qualifications. The library may not accept every volunteer application.
- Volunteers may have to pass tests to perform activities such as shelving or shelf reading.

### **31.4 Placing Volunteers**

31.4.1 Screening interviews will be conducted by the Adult Volunteer Coordinator, the Head of Adult Services, the Head of Youth Services, or the Teen Librarian. These interviews are both to determine suitability for a library volunteer position and appropriate placement.

31.4.2 If volunteering long-term, a volunteer will be accepted for a 30-day trial period to allow for training and orientation.

31.4.3 A volunteer may be terminated at any time at the library's sole discretion with or without cause. Cases for termination include but are not limited to:

- Not performing work at an appropriate level of capability.
- Negative attitude.
- Offensive language.
- Inappropriate dress or misconduct.

- Violation of city, state, or federal laws.
- Harassment.
- Unexcused absences.

31.5 Volunteers must abide by the same rules of conduct, ethical standards and confidentiality requirements that govern the staff. Neither the City nor the library provides any medical, health, accident or worker's compensations benefits for any volunteer.

31.6 The library will seek to promote the position of volunteer and communicate to the community the important role that volunteers play in the library's functioning.



The policies of the Bellevue Public Library Advisory Board will be reviewed a minimum of every two years, but may be reviewed and updated more frequently as needs and services change.

## Appendix A

### LIBRARY FEES Modified 3/17/26

| <b>Membership</b>                       |                                       |
|-----------------------------------------|---------------------------------------|
| Nonresident Membership, Annual (Family) | \$20 for 6 months / \$40 for one year |
| Nonresident Student Fee, Annual         | \$10                                  |
| Replacement of lost card                | \$1                                   |

| <b>Fines</b>                |                                       |
|-----------------------------|---------------------------------------|
| Books, CD Books, DVDs, CDs  | \$0.10/day with a maximum fine of \$5 |
| Telescopes & NASA Backpacks | \$1.00/day with a maximum fine of \$5 |
| All other items             | \$0.10/day with a maximum fine of \$5 |

| <b>Interlibrary Loan</b>     |                     |
|------------------------------|---------------------|
| Postage                      | \$4 per item        |
| Lost Interlibrary loan items | Price set by lender |

| <b>Lost Items</b> | Replacement cost of item or purchase like item as replacement |
|-------------------|---------------------------------------------------------------|
|-------------------|---------------------------------------------------------------|

| <b>Damaged Items</b> | Damage cost assessed up to full value of the item |
|----------------------|---------------------------------------------------|
|----------------------|---------------------------------------------------|

| <b>Materials Processing</b>       |                                                                                                                                                                           |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Replacement of Materials          | \$3 per item (replacement hubs, spine labels, book covers, CD book plastic sleeves, clear hanging bags, music CD cases, DVD cases, CD & DVD locks, AV inserts, RFID tags) |
| Replacement of Barcode            | \$1 per item                                                                                                                                                              |
| Replacement of Break-In Box       | \$10 per item                                                                                                                                                             |
| Replacement of Binge Box case     | \$10 per item                                                                                                                                                             |
| Replacement for Books on CD cases | Small \$8, medium \$9, large \$10                                                                                                                                         |

| <b>Copier/Printer/Scanner Rates</b>       |                            |
|-------------------------------------------|----------------------------|
| Black & white copies/prints (letter size) | \$0.10/page (single sided) |
| Black & white copies/prints (legal size)  | \$0.20/page (single sided) |
| Color copies/prints (letter size)         | \$0.50/page (single sided) |
| Color copies/prints (legal size)          | \$0.70/page (single sided) |
| Scan to USB drive                         | \$0.10/page (single sided) |
| Print from microfilm/microfiche           | \$0.10/page (single sided) |

| <b>Fax Rates</b> | \$1.75/first page, \$1.00/each page after |
|------------------|-------------------------------------------|
|------------------|-------------------------------------------|

## Appendix B

### Bellevue Public Library Exhibit and Display Release Form

Exhibitor's Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Exhibit: \_\_\_\_\_

Description of Items to be displayed:

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Location of Exhibit:

\_\_\_\_\_ Display wall near front entrance

\_\_\_\_\_ Display wall left of Book Sale Room

\_\_\_\_\_ Display wall right of Book Sale Room

\_\_\_\_\_ Glass display case

I, the undersigned, hereby lend the following works of art or other material to the Bellevue Public Library for exhibit/display purposes only. I agree to hold the Bellevue Public Library harmless for any loss or damage incurred to my exhibit items while it is on display.

Exhibitor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date released from display: \_\_\_\_\_

Exhibitor's Initials: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

## Appendix C



### Meeting Room Application

|                              |  |
|------------------------------|--|
| Name of organization:        |  |
| Applicant:                   |  |
| Address:                     |  |
| Telephone number(s):         |  |
| Email address:               |  |
| Organization's purpose:      |  |
| Meeting room to be used for: |  |
| Estimated attendance:        |  |

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| ____ SINGLE MEETING    Date: _____    Start Time: _____    End Time: _____ |  |
| -----                                                                      |  |
| ____ MONTHLY MEETING    Day of week: SU M TU W TH F SA                     |  |
| Week of the month: 1st 2nd 3rd 4th Last                                    |  |
| Start Time: _____    End Time: _____                                       |  |
| Date of first meeting: _____                                               |  |

I have read the library's policy on meeting room use and agree that this non-profit organization will comply with same. I acknowledge my responsibility to leave the meeting room clean, functional, and non-damaged. I also confirm that I am 18 years of age or older.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

|                                                                                                                              |                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Items needed for meetings:</u><br><br># of chairs _____<br><br># of tables _____<br><br>Setup/teardown time needed: _____ | <u>AV requirements:</u><br><br><ul style="list-style-type: none"><li>• Laptop connection: HDMI, USB, USBC</li><li>• Podium for broadcast (whole room only)</li><li>• Podium for presenting</li><li>• Projector</li></ul> |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Appendix D

### Equipment and Makerspace Rules and Waiver

#### RULES APPLYING TO ALL EQUIPMENT USE, INCLUDING IN THE MAKERSPACE

- I have read and agree to comply with all policies of the Bellevue Public Library, including Computer/Technology Use, Code of Conduct, and Makerspace Policies and Procedures.
- I accept full responsibility for the space, equipment, and furniture I use.
- I agree to immediately report any accident, malfunction, or breakdown of equipment or facilities to Library staff.
- I agree that I am responsible for the cost of repairs, replacement, or cleaning if I damage any equipment or resources during my use.
- I agree to follow all operation instructions, safety instructions, and verbal safety requests from Library staff and volunteers at all times while using any Library equipment.
- I agree to make full payment for all charges incurred during my use of any Library equipment.
- I agree that the Bellevue Public Library reserves the right to halt, delete, or disallow the creation of items that violate any Library policy. Final determination will be made by the Library staff or volunteers.
- I agree I am borrowing the equipment and that its condition is acceptable to me.
- I understand and acknowledge that the use of the equipment may involve a risk of serious injury.
- I agree to refrain from using the equipment in a manner inconsistent with its intended purpose.
- I will remain in the makerspace at all times during my session unless noted otherwise from a Library Staff member or volunteer.

#### LIABILITY WAIVER

Patron indemnifies, saves and holds harmless Bellevue Public Library and the City of Bellevue, its Patrons, agents and assigns from any and all losses, claims, demands, causes of actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Patron while engaged in the use of the makerspace and/or by using the Bellevue Public Library's tools, equipment, materials, space, or educational opportunities. Patron hereby acknowledges that Patron has carefully read all the above provisions, fully understands same, and voluntarily signs this document as a condition of use of the makerspace at Bellevue Public Library.

---

Date

---

Printed Name

---

Signature

## Appendix E

# Website Reconsideration Form

Fill out this form to request that a blocked website be unblocked (\* indicates a required field).

- Name\* \_\_\_\_\_  
(First) (Last)
- Email \_\_\_\_\_
- Phone\* \_\_\_\_\_
- Website \* \_\_\_\_\_
- Action\*  
☐ Block  
☐ Unblock
- Comment



**Appendix F**  
**Bellevue Public Library**  
**2206 Longo Drive, Suite 100, Bellevue NE 68005**  
**Request for Reconsideration of Library Material**

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Do you have an active library card account with Bellevue Public Library?

Yes \_\_\_\_ No \_\_\_\_

Do you represent self? \_\_\_\_ Or an organization? \_\_\_\_ Name of Organization

\_\_\_\_\_

1. Resource on which you are commenting:

\_\_\_\_ Book (e-book) \_\_\_\_ Movie \_\_\_\_ Magazine \_\_\_\_ Audio Recording

\_\_\_\_ Digital Resource \_\_\_\_ Game \_\_\_\_ Newspaper \_\_\_\_ Other

Title \_\_\_\_\_

Author/Producer \_\_\_\_\_

2. What brought this resource to your attention?

\_\_\_\_\_

3. Have you examined the entire resource? Yes \_\_\_\_ No \_\_\_\_

If not, what sections did you review?

\_\_\_\_\_

4. What concerns you about the resource?

\_\_\_\_\_

5. Have you read any reviews of the resource?

Yes \_\_\_\_ No \_\_\_\_

Are there resource(s) you suggest to provide additional information and/or other viewpoints on this topic?

---

6. What action are you requesting the committee consider?

---

7. Additional Comments:

---

Signature

## Appendix G

### The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

---

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

*A Joint Statement by:*

American Library Association  
Association of American Publishers

*Subsequently endorsed by:*

American Booksellers for Free Expression  
The Association of American University Presses  
The Children's Book Council  
Freedom to Read Foundation  
National Association of College Stores  
National Coalition Against Censorship  
National Council of Teachers of English  
The Thomas Jefferson Center for the Protection of Free Expression



**Bellevue Public Library,  
Bellevue, Nebraska**

**Customer Complaint Form**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Email: \_\_\_\_\_
4. Daytime phone number: \_\_\_\_\_
5. Are you a Bellevue Public Library cardholder: Yes \_\_\_\_\_ No \_\_\_\_\_
6. Please briefly describe your complaint in the space below or on an attached sheet. If relevant, include in your description where and when the incident occurred (date and time), the full names of any Library staff or customers involved, any previous efforts made by you and/or Library staff to resolve the complaint, and any other significant information.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Please return completed form to library staff, or mail to Library Director, Bellevue Public Library, 2206 Longo Dr., Suite 100, Bellevue, NE; or email to [bplibrary@bellevue.net](mailto:bplibrary@bellevue.net).

## Appendix I



Bellevue Public Library  
2206 Longo Drive  
Bellevue, NE 68005

### **Form for Consideration of Donated Works by Local and Self-Published Authors**

Thank you for your interest in donating materials to the Bellevue Public Library. The Library wishes to recognize the literary efforts of local authors by including their works in the collection when possible. However, we are not able to add all donated material to the library. Donated works must meet the Library's selection criteria as stated in the Library's Collection Development Policy.

The Bellevue Public Library does not purchase unsolicited materials. If you wish to donate in the spirit of providing public access to your work, the completion of this form is the first step in the consideration process.

#### **General Rules:**

- Local authors must be current or previous residents of Nebraska or the book must demonstrate strong local interest.
- The book must be a donated copy and will not be purchased by the Library.
- Submitted books become the property of the Library and will not be returned.
- Submission of this form does not guarantee selection.
- The author represents and warrants full ownership and/or legal right to publish all material in this book.
- The Library's inclusion or rejection of donated material in the collection does not imply agreement or disagreement with any idea in those materials.

By donating a copy of your work to the Bellevue Public Library you acknowledge that your work is original and free of any legal concerns. Additionally, you give permission to the Bellevue Public Library to process your book without restriction.

Please note that if your work is added to the collection, it may not remain there in perpetuity and may be removed at some point as part of ongoing collection maintenance. Although it is necessary for us to subscribe to the above guidelines, we understand the significant effort involved in publishing one's own creation and applaud the generous spirit with which these materials are offered.

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Type of donated material: \_\_\_\_\_

Title: \_\_\_\_\_

Vendor/Publisher: \_\_\_\_\_

Projected age of readers:      Adult              Teen              Children

This is a work of:              Fiction              Non-Fiction

Description of work:

\_\_\_\_\_

\_\_\_\_\_

*By signing below, I agree to the general rules above and that my donation is to be assessed by the guidelines set up in the Collection Development Policy regarding the authority and expertise of the author, statistical data of similar titles, community needs, quality, benefit to the collection, and other qualifications. I am donating a copy of my book to Bellevue Public Library with full understanding that my donation may be added to the collection, or that it may be sent to the book sale room to raise money for Library programs and facilities. My donation will not be returned to me, regardless of the selection decision made.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

