

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

Tuesday, February 4, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, Bellevue.

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers

5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:

a. Approval of the Agenda

b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)

1. * Acknowledge receipt of January 14, 2020 Board of Health Minutes

2. * Approval of January 21, 2020 Board of Equalization Minutes

3. * Approval of January 21, 2020 City Council Minutes

4. * Acknowledge receipt of January 23, 2020 Planning Commission Minutes

6. * APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS: None

8. ORGANIZATIONAL MATTERS:

a. * Approve the reappointments of David Wees and Richard Casey to the CDBG Committee for three-year terms, ending January 2023 (Finance Director / CDBG Specialist)

b. Approval of the Revised Employee Handbook (Human Resources Director)

9. APPROVED CITIZEN COMMUNICATION: None Received

10. LIQUOR LICENSES: None

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue. *[Request to table]* (Planning Manager)

b. Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue. *[Request to table]* (Planning Manager)

c. Ordinance No. 3985: Request approval to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances. (Police Dept.)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 3986: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential Development. Applicants: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road. *[Request to table until Tuesday, February 18, 2020]* (Planning Manager)

1. Approval of Subdivision Plat (*No Action required until Ordinance No. 3986 approved*)

b. Ordinance No. 3987: Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Fort Crook Rd and Grenoble Dr. Case # Z-1906-05. *[Request to table until Tuesday, February 18, 2020]* (Planning Manager)

c. Ordinance No. 3988: An Ordinance amending Bellevue Municipal Code by adding a new

Section 8.14 regarding Small Wireless Facilities. (City Attorney)

1. Approve and authorize Mayor to sign Resolution No. 2020-05: Repealing Resolution No. 2019-01 in its entirety. (City Attorney) *[No Action required until Ordinance No. 3988 approved]*

13. ORDINANCES FOR INTRODUCTION (1st reading):

- a. Ordinance No. 3989: Request to rezone Lot 1, Cascio Addition No.1, from BG-PCO to RG-20 for the purpose of an existing multi family residential building. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road. Case #: Z-1912-08. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

- a. Show Cause Hearing on the proposed Condemnation of the structure(s) at 3515 Schneckloth Road, Bellevue 68123. (Chief Building Inspector)
 1. Resolution No. 2020-04: Condemning the structure(s) located at 3515 Schneckloth Road, Bellevue 68123.
- b. Show Cause Hearing on the proposed Condemnation at 1406 Warren Street, Bellevue 68005. (Chief Building Inspector)
 1. Resolution No. 2020-10: Condemning the structure(s) at 1406 Warren Street, Bellevue 68005.
- c. Show Cause Hearing on the proposed Condemnation at 1503 Galvin Road S. (Bays 4 through 7), Bellevue 68005. (Chief Building Inspector)
 1. Resolution No. 2020-11: Condemning the structure(s) at 1503 Galvin Road S. (Bays 4 through 7), Bellevue 68005.
- d. Approve Request to Extend the Final Plat approval for 30 days - Belle Lago Replat 1. Applicant: E & A Consulting Group Inc. (Planning Manager)

15. RESOLUTIONS:

- a. * Resolution No. 2020-08: Adopting and approving the execution of an agreement with the Nebraska Department of Transportation for project No. ITS-NH-370-11131 Traffic Signal Phasing (CN 22754). (Public Works Director)
- b. * Resolution No. 2020-09: Adopting and approving the execution of agreement with Nebraska Department of Transportation for Maintenance Agreement Number 5. (Public Works Director)
- c. Resolution No. 2020-12: Designating the annual "Ride of Silence" as a special event and authorize the Mayor to sign. (City Clerk)

16. CURRENT BUSINESS:

- a. Approve the sprinkler compensation for the 36th Street Improvement Project, in an amount not to exceed \$3,489.46. (Public Works Director)
- b. Approve and authorize the Mayor to sign the extension amendment to the CDBG subrecipient agreement with Backyard Sports LLC, in an amount not to exceed \$24,180, for the Clinics and Club Participation program. (CDBG Specialist/Finance Director)
- c. Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Heartland Family Service, in an amount not to exceed \$15,000 for the Housing Navigator Program (CDBG Specialist/Finance Director)
- d. Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Junior Sports Association, in an amount not to exceed \$8000 for the Sports Participation Assistance Program. (CDBG Specialist/Finance Director)
- e. Approve & authorize the Mayor to sign the CDBG subrecipient agreement with the Housing Foundation of Sarpy County, in an amount not to exceed \$10,000 for the Capacity Building and development program (CDBG Specialist/Finance Director)
- f. +++ Recommendation to approve the contract for Sgt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office (Interim Police Chief)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
2/4/2020

Bellevue Board of Health, January 14, 2020, Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 9:00 a.m. on the 14th day January 2020. Board Members Interim Chief of Police Tom Dargy, Dr. Tony Yonkers and Dr. Jeff Akerson were present. Board Member Don Preister, City Council President, was absent. Also present were Jim Ristow, City Administrator, Bree Robbins, City Attorney, and Tahnee King, Para-legal.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Bellevue Leader. All Board Members were notified of the meeting. Both applicants received notification and the materials prior to the meeting. All proceedings shown were taken while the convened meeting was open to the public.

Open Meetings Act

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

Mayor Hike advised since Mr. Sean Sammons is not present at this time, his appeal will be moved to the second item on the agenda.

Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Ms. Karen Gunia's appeal of a Reckless Owner Declaration. He advised all documents were provided to Ms. Gunia by the City Clerk prior to today's hearing.

Ms. Karen Gunia, 4819 Glasgow Avenue, explained Speedy is not a dangerous dog. She explained she failed to lock her patio door and that is how Speedy got out.

Ms. Bree Robbins, City Attorney, clarified Speedy was declared a Potentially Dangerous Dog in 2019. She explained the requirements were met regarding obedience classes, licensing, and insurance by the applicant. Ms. Gunia advised this is correct.

Ms. Robbins questioned Ms. Gunia if she is aware once the dog is declared potentially dangerous, one of the requirements is the dog cannot be unrestrained. Ms. Gunia replied yes.

Ms. Robbins clarified the incident in October 2019, resulting in Speedy getting out and was also unrestrained. Ms. Gunia replied yes. Ms. Robbins clarified Ms. Gunia was cited by the Nebraska Humane Society (NHS), for the incident and plead guilty to that charge. Ms. Gunia replied yes. Ms. Robbins questioned Ms. Gunia if it is her understanding, this was her third conviction in 24 months. Ms. Gunia replied yes.

Interim Chief of Police Tom Dargy addressed the paperwork from NHS, which mentions some of the neighbors have had issues with the dogs. He questioned Ms. Gunia if she has ever had any conversations with the neighbors. She replied she never has and is unaware if they have any problems.

Mr. Jason Gunia, son of Ms. Karen Gunia, advised the two neighbors mentioned in the document were related and have always complained. They have never come over to discuss the dogs with his mother.

Interim Chief Dargy inquired what dogs are still at the residence. Ms. Gunia replied none. She stated Stella is at her son's house and Speedy is at the Humane Society.

Ms. Nancy Hintz, President and CEO, Nebraska Humane Society was present to answer any questions.

Ms. Robbins requested clarification when someone's dog is declared potentially dangerous and the dog is unrestrained after the declaration but is not asserting aggressive behavior, it's the simple fact the dog is unrestrained that is a violation of the declaration. Ms. Hintz responded correct.

Ms. Robbins requested clarification from NHS on this being Ms. Gunia's third violation in 24 months. Ms. Hintz replied yes, it is. Ms. Robbins questioned if this is what NHS has used to determine Ms. Gunia a reckless owner. Ms. Hintz stated it is.

Dr. Yonkers inquired what the cost to house the animal at NHS. Ms. Hintz responded approximately \$16.00 a day for housing only, this does not include training. She explained Ms. Gunia has had training.

Ms. Robbins questioned how long it will be before Ms. Gunia can own animals again if the board determines her a reckless owner. Ms. Hintz advised it is four years.

Ms. Robbins inquired if NHS has a problem with the housing of Stella at Ms. Gunia's son's house. Ms. Hintz explained Ms. Gunia may house Stella at another location, that is not a problem. NHS will need to confirm Stella is residing at Mr. Gunia's house.

Dr. Yonkers clarified whether Speedy fits the criteria for a Potentially Dangerous Dog. Ms. Hintz advised he does.

Dr. Yonkers explained the boards role is to protect the citizens of Bellevue. The ownership of the dogs should follow the guidelines and requirements.

Mr. Gunia questioned if Stella was labeled as a Potentially Dangerous Dog. Ms. Robbins explained only Speedy is. Mr. Gunia explained he would like to take ownership of Speedy, in addition to the ownership of Stella. He stated he has tried calling NHS to inform them he would like to become the owner of Speedy. He advised he hasn't heard anything back from them.

Ms. Robbins commented since Speedy has already been declared a Potentially Dangerous Dog, pursuant to code Speedy would be surrendered to NHS to determine what happens with Speedy. She questioned NHS if it is an option, if the board determines Ms. Gunia as a reckless owner, to allow Speedy to be rehomed to Ms. Gunia's son or if he would need to be surrendered to NHS. Ms. Hintz replied it could be both options. She explained if Mr. Gunia were to assume ownership of Speedy, the declaration goes with the dog. The issue is if the dog gets loose, the family would need to be very mindful of this. NHS would probably not object to the son housing Speedy. She explained the family would need to be counseled if this would happen again the outcome for the dog would not be good.

Ms. Robbins verified if the dog were to go to Ms. Gunia's son the insurance would need to be transferred to him. Ms. Hintz replied yes. Ms. Robbins questioned if Mr. Gunia would need to redo the training and obedience classes that have already been done or if it would carry over. Ms. Hintz replied she believes that would carry over.

Dr. Yonkers questioned if there is a need to renew the training. Ms. Hintz commented the training can be done with Mr. Gunia.

Ms. Robbins questioned if the board votes to uphold the decision of the Humane Society, should the recommendation include where Speedy goes. Ms. Hintz advised legally it would be determined by NHS where the animal is placed.

Interim Chief Dargy questioned Mr. Gunia, based on what was just discussed, what his response is. He advised he would like assurance he will be committed and take responsibility for the ownership of Speedy. Mr. Gunia questioned if Speedy can be reevaluated in the future to have the Potentially Dangerous Dog declaration removed. Ms. Robbins advised the declaration expires in January 2021. Mr. Gunia advised he will obtain the insurance, take training classes, and do what is required to take ownership of Speedy.

Mayor Hike inquired how many pets Mr. Gunia currently has. Mr. Gunia replied he has two, one of which is Stella.

Ms. Robbins questioned Mr. Gunia if he has had the opportunity to review all the requirements he would need to meet for Speedy. Mr. Gunia replied he knows the just of it, however he has not reviewed all of them. He knows Speedy would have to be restrained when taken outdoors. Ms. Robbins questioned if he could meet that requirement. Mr. Gunia replied yes.

Motion was made by Dr. Akerson, seconded by Dr. Yonkers, to uphold the decision of the Nebraska Humane Society to declare Ms. Gunia a Reckless Owner and to recommend the Nebraska Humane Society determine the outcome of Speedy.

On roll call the following Board Members voted yes: Mayor Hike, Interim Chief of Police Dargy, Dr. Yonkers and Dr. Akerson; voting no: none; absent: Preister. Motion carried.

Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Mr. Sean Sammons appeal of a Reckless Owner Declaration. He advised all documents were provided to Mr. Sammons by the City Clerk prior to today's hearing.

Mr. Sean Sammons, 315 E. 17th Avenue, explained he was unable to meet the requirements for the Potentially Dangerous Dog Declaration due to financial issues.

Mayor Hike questioned Mr. Sammons on how long he has owned the dog. Mr. Sammons replied he is unsure.

Ms. Robbins clarified Jet was declared a Potentially Dangerous Dog before the Board of Health in August 2019. Mr. Sammons replied he believes so.

Ms. Robbins questioned the applicant on what requirements he has met since August 2019. Mr. Sammons stated he has not met any of the requirements.

Ms. Robbins advised per the applicant's request in August 2019, the City amended the ordinance to decrease the insurance requirement from \$500,000 to \$100,000. She questioned the applicant if he obtained the insurance. Mr. Sammons commented he has not due to financial issues. He explained once he receives his tax refund, he will be able to financially pay for the requirements.

Mayor Hike asked Mr. Sammons if he can afford a pet. Mr. Sammons stated he can afford pet food. He explained paying for the requirements, all at once, is the issue. Mayor Hike explained there are other things that may come up, such as taking Jet to the vet, that are costly.

Ms. Robbins inquired where Jet is now. Mr. Sammons stated he is at the Humane Society. Ms. Robbins inquired if there are any other pets in the home. Mr. Sammons replied yes two.

Dr. Yonkers inquired if the board is able to allow an extension for a couple weeks, to allow Mr. Sammons to meet the requirements.

Interim Chief Dargy explained he has empathy. However, the Board of Health made the determination August 9, 2019, and there has been no effort made to meet any of the requirements. Mr. Sammons stated once he was declared a Reckless Owner by NHS, he gave up fulfilling the requirements for a Potentially Dangerous Dog.

Ms. Robbins clarified with NHS none of the requirements have been met by Mr. Sammons since August 9, 2019. Ms. Hintz replied correct.

Ms. Robbins questioned Ms. Hintz, if NHS would have concerns, if the board granted an extension to the appeal. Ms. Hintz replied she does have concerns. She explained her main concern lies on the status of the animal. The animal stays in the shelter waiting for an outcome. She commented if Mr. Sammons had made some effort, they would be willing to work with him. She advised NHS has reached out to the applicant several times, trying to prompt him, and it did not work.

Ms. Robbins advised NHS charges \$16.00 a day to keep animals. The applicant currently needs to pay \$16.00 per day Jet has been housed at NHS. If there is an extension, he will still be required to pay \$16.00 per day. Mayor Hike questioned what day Jet went to NHS. Ms. Hintz replied December 20th.

Mayor Hike questioned if the Humane Society has seen any issues with Jet since they have had him. Ms. Hintz replied not to her knowledge.

Ms. Robbins requested clarification from NHS since there was a Potentially Dangerous Dog Declaration August 9, 2019, Mr. Sammons has to meet all the requirements, including licensing, insurance, and obedience class.

Dr. Akerson inquired if NHS ever waives the boarding fees. Ms. Hintz replied on occasion. Dr. Yonkers questioned what it would take for NHS to waive the fees. Ms. Hintz replied it would be her decision.

Ms. Robbins inquired when the Reckless Owner Declaration was issued for Mr. Sammons. Ms. Hintz replied November 25, 2019. Ms. Robbins pointed out he had from August 9, 2019 to November 25, 2019 to meet all the necessary requirements. She mentioned the applicant stated earlier once he received the Reckless Owner Declaration he gave up.

Mr. Sammons commented he did not give up, but didn't have the resources. Secondly, he never received full information from NHS. He advised they thought he lived in Omaha and tried to charge him \$100.00. He stated he received false information from NHS. He explained he was not aware he could take out another home insurance's policy, in addition to the one currently for his home.

Ms. Robbins advised Mr. Sammons at the end of Board of Health meeting on August 9, 2019, Mayor Hike explained to him the outcome. At the end of the minutes from the meeting it states: " Mayor Hike explained to Mr. Sammons, the Board of Health has affirmed the decision of the Nebraska Humane Society declaring "Jet" a potentially dangerous dog. Mayor Hike advised Mr. Sammons he is required to: Comply with 6-18 (m) immediately; comply with 6-18 (i) and (k) within 30 days; and comply with 6-18 Subsection 1, within 90 days. Mayor Hike advised a copy of the code was provided in the agenda packet. He questioned Mr. Sammons if he needed another copy to ensure compliance. Mr. Sammons held up his papers, indicating he had his copy of the requirements with him". Mr. Sammons stated he obviously knew what the requirements were and had the information to get them done.

Dr. Akerson clarified the Reckless Owner Declaration would forbid Mr. Sammons from being a pet owner for four years. Ms. Robbins replied correct.

Dr. Akerson stated to Mr. Sammons, it sounds like he can afford a pet, just not a potentially dangerous pet.

Dr. Akerson explained to Mr. Sammons it is the Board of Health's responsibility to keep the public safe.

Dr. Akerson raised the possibility of keeping Jet with NHS until Mr. Sammons has paid all the bills, has met all the requirements, and pays the extended boarding fees. Mr. Sammons replied he would be okay with this suggestion.

Ms. Robbins mentioned the board could make a motion to continue the hearing with Jet remaining in custody of NHS, with all cost associated paid, unless waived, and allow him to meet the requirements. He could come to the next hearing with evidence of meeting the requirements.

Mr. Sammons requested clarification since Jet is not in his care to be neutered or microchipped, would NHS provide those services, and he would need to reimburse them. Ms. Hintz advised the services could be provided through NHS with Mr. Sammons permission. She advised her concern is with Jet being housed at NHS for too much longer and stated it is best for the animal not to be there too much longer. Ms. Robbins requested clarification if Mr. Sammons would need to go to NHS to sign for permission and make payment up front for those services. Ms. Hintz replied yes.

Ms. Robbins clarified if the obedience classes could be completed once Mr. Sammons has possession. Ms. Hintz replied yes. Ms. Robbins inquired how long Mr. Sammons would have after the next hearing to complete the classes. Ms. Hintz replied the classes are offered once every other month and there is a class in February.

Mayor Hike questioned Mr. Sammons if he is in agreement to the aforementioned discussion. Mr. Sammons clarified Jet would stay with NHS until he can get the license, neutered, microchipping and insurance. Once he fulfills all those requirements of approximately \$300 and the lodging expense at \$16.00 per day, he will come back for the continued hearing. After the hearing if he is granted his appeal, he would need to take obedience classes in February.

Discussion occurred on dates to continue the meeting.

Motion was made by Dr. Akerson, seconded by Interim Chief Dargy, to **CONTINUE** the hearing for Mr. Sean Sammons, Reckless Owner Declaration until Wednesday, January 29th at 1:00 p.m. Until such time Jet will remain in custody of the Nebraska Humane Society with all the boarding fees associated with that to be paid by Mr. Sammons or until the time Mr. Sammons completes all the requirements outlined in 6-18 of the Code. This includes paying for the license, paying for the microchip, spayed/neutering, insurance requirements, and paying for any obedience/training class requirements up front. With the understanding the physical obedience/training class will take place in February 2020 after he gains possession of Jet.

On roll call the following Board Members voted yes: Mayor Hike, Interim Chief of Police Dargy, Dr. Yonkers and Dr. Akerson; voting no: none; absent: Preister. Motion carried.

Ms. Robbins explained to Mr. Sammons that the Board of Health has continued his appeal hearing until Wednesday, January 29th at 1:00 p.m. At this time, he is required to attend the meeting and show proof he has meet all the requirements. He will need proof of the \$100,000 insurance as required by the code, proof that Jet has been spayed or neutered and microchipped; and have proof he has the Potentially Dangerous Dog license. Proof of training or obedience courses should also be brought. At this meeting, if he has the proof of meeting all the requirements, the Board of Health will determine if he is a Reckless Owner. There may also be fees associated with boarding Jet from December 20, 2019 to January 29, 2020 that he will be responsible for. If the Board of Health releases Jet back to him, he will need to complete the training in February 2020.

Ms. Robbins questioned Mr. Sammons if he understands all the requirements. Mr. Sammons replied yes.

The Board of Health Appeal Hearing for Mr. Sammons will be CONTINUED on January 29, 2020 at 1:00 p.m.

ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Dr. Akerson, seconded by Dr. Yonkers, at 10:01 a.m., the meeting was adjourned until Wednesday, January 29, 2020 at 1:00 P.M.


Shirley R. Harbin
Deputy City Clerk

Rusty Hike
Mayor, Chairman of the Board of Health

MINUTE RECORD

Bellevue Board of Equalization, January 21, 2020, Page 1

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 5:30 p.m. on the 21st day of January, 2020. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, and Kathy Welch. Don Preister was absent, but participated via phone.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader, the designated method for giving notice, and was also given to the Mayor and all members of the Board of Equalization and a copy of the affidavit of publication and the Member's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

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

Approval of the Agenda

Motion was made by Shannon, seconded by Burns to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister.

Public Hearing to Consider the Levy of Liens for Non-Payment of Costs Associated with the Mowing, Trimming, Tree Removal, and/or other General Property Clean-Up Efforts on Properties within the City of Bellevue, identified in the attachment and in Resolution #2020-0121-01.

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.

Mr. Michael Orr, 3105 Columbus Avenue, was present to address his plants that were taken away but should not have been. Mr. Orr said the plants were not part of the debris. He stated they were bundled up on a pallet and were for sale. Mr. Orr stated he feels he should be paid for the plants which could have been sold. Mr. Matt Gregurich, with Code Enforcement was present to address the violation and the timeline followed. He showed pictures before and after clean-up. Further discussion ensued with Mr. Orr, Mr. Gregurich, and the City Council.

Mr. Marcus Rowe, 807 Logan Avenue, was present to dispute his clean-up. First, he stated he would like to be paid for two cherry trees which were removed during the cleanup. He would also like to be reimbursed for an electrical line cut during the cleanup. Secondly, he doesn't feel the work was completed by the City that he is being charged for. He said he understood the issue with the electrical line, because it was on the ground and hidden by the weeds. He had roughed in the line and the crew probably didn't see it. He is disputing the charges for both the cherry trees and the electrical line. He would like to be compensated. Mr. Matt Gregurich was present to address this violation. Further discussion ensued with Mr. Rowe, Mr. Gregurich, and the City Council.

No one else in the audience came forth to speak on or dispute the Resolution to consider the levy of liens for non-payment of costs associated with clean-up. Mayor Hike declared the public hearing closed.

Mayor Hike summarized the disputes from Mr. Orr and Mr. Rowe. Both of these disputes will have to be handled by filing a claim, which the city will address with them tonight.

Name (l, f)	Service Address	Parcel #	Legal Description	Amount
9th Street Apartments LLC C/O Arun Agarwal	12814 South 9th Street	010749853	Lot 1B1 Butterfields Subdivision	150.00
Amigo's Market LLC	7616 South 28th Street	011136316	Lot 1 Walbeck Addition	200.00
Anderson, Don & Judy	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, that Pt of Lots 5 & 6 Block 68 Lying S & E of MMK Dr, & Lot 6 Block 67 Bellevue & Vac Alley	010622926, 011596851, 010622748	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, that Pt of Lots 5 & 6 Block 68 Lying S & E of MMK Dr, & Lot 6 Block 67 Bellevue & Vac Alley	150.00

MINUTE RECORD

Bellevue Board of Equalization, January 21, 2020, Page 2

Anderson, Don & Judy Arthaloney, Lance Jr.	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj, that part of Lot 5 & 6 Block 68 lying S & E of Kountze Memorial Dr. Bellevue 1208 Sunshine Blvd	010622926, 010622748, 011596851 011069880	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj, that part of Lot 5 & 6 Block 68 lying S & E of Kountze Memorial Dr. Bellevue Lot 1 Avery Hills	250.00 200.00
Balch, Joshua A.	901 W 27th Avenue	010596305	N 32' Lot 7 Block 338 Bellevue & Vac Sts Adj	150.00
Davis, Steven Jr & Buchholtz, Shelby	4809 Copper Hill Drive	011100230	Lot 68 Copper Creek	400.00
Diaz, Jesus	513 Fort Creek Road North	010473106	Lot 201D Nob Hill Replat	150.00
Diaz, Jesus	513 Fort Creek Road North	010473106	Lot 201D Nob Hill Replat	250.00
End of the Road LLC	2720 Olive Street	010511822	Lot 21 Block 2 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	150.00
End of the Road LLC	2720 Olive Street	010511822	Lot 21 Block 2 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	250.00
Express Funding Corporation	Outlot E Quail Creek	010744800	Outlot E Quail Creek (2.246 AC)	150.00
Express Funding Corporation	Outlot E Quail Creek	010744800	Outlot E Quail Creek (2.246 AC)	250.00
Funes, Aristide	3405 Willow Street	010359354	Lot 18 Chandler Acres & Pt Tax Lot F Adj on S	200.00
Future Business Center LLC Attn: David Ruel Gatknoth	2609-2619 Chandler Road West	010541756	Lot 16A Prokup Subdivision	200.00
Harrison Properties LLC	3843 Harrison Street	0103745074	Lot 15 Block 2 Good Luck Addition & & Vac Alley Adj	250.00
Harrison Properties LLC	3843 Harrison Street	0103745074	Lot 15 Block 2 Good Luck Addition & & Vac Alley Adj	350.00
Hornbaker, Ernie	40 Marinview Road	010448659	Lot 40 Martinview	150.00
Jones, Sylvia	2008 Avery Road East	010474536	Lot 16 Hillside Subdivision 9A	250.00
Jones, Sylvia	2008 Avery Road East	010474536	Lot 16 Hillside Subdivision 9A	350.00
Jones, Sylvia	2008 Avery Road East	010474536	Lot 16 Hillside Subdivision 9A	350.00
Kelly, Logan	7313 South 50th Street	010546960	Lot 99 Sun Valley	300.00
Kilborn, Paul	2830 Lillian Street	010513310	Lot 19 Block 4 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	250.00
Laabs, Jason & Ambra	3501 Leawood Drive	010633480	Lot 16 Leawood Oaks	200.00
Marcault, Douglas	2815 Margo Street	010513094	Lots 6 & 7 Block 10 First Addition to Randolph to South Omaha	250.00
Marcault, Douglas	2815 Margo Street	010513094	Lots 6 & 7 Block 10 First Addition to Randolph to South Omaha	350.00

MINUTE RECORD

Bellevue Board of Equalization, January 21, 2020, Page 3

Martin, Shawn Meireles, Roberto & Ana	7620 South 25th Street 7202 Wood River Drive	010545352 010536663	S-28' Lot 29 & All Lot 30 Block 4 Randolph Place Lot 297 Sun Valley	650.00 150.00
Meireles, Roberto & Ana	7202 Wood River Drive	010536663	Lot 297 Sun Valley	250.00
Moore, Kathleen	2009 Franklin Street	010608280	Lots 1-6 Block 130 Bellevue	250.00
Moore, Kathleen	2009 Franklin Street	010608281	Lots 1-6 Block 130 Bellevue	350.00
Norton, Roger Sr.	1210 Willow Avenue	010446567	Lot 92 Twin Ridge II	300.00
Nguyen, Richard	3204 Wallace Avenue	010434798	Lot 47 Farber Addition	250.00
Nguyen, Richard	3204 Wallace Avenue	010434798	Lot 47 Farber Addition	250.00
Orr, Michael	3105 Columbus Avenue	010537589	Lot 53 South Woods	200.00
Otto, Anna	1510 Jefferson	010634835	Lots 10 & 11 Block 205 Bellevue	150.00
Perris, Renee	1410 Pelton Avenue	010449981	Lot 29 Reeves Addition	150.00
Perris, Renee	1410 Pelton Avenue	010449981	Lot 29 Reeves Addition	250.00
Peterson, Matthew & Amber & John Carlson Jr.	2834 Lillian Street	010513655	Lot 17 Block 4 First Addition to Randolph Place to South Omaha 1/2 Vac All Adj	200.00
Phounsavath, Akhaphone	1716 Pelton Avenue	010387455	Lot 347, Ex N 106', Reeves Addition	250.00
Rowe, Marcus	807 Logan Avenue	010634339	Lot 42 Jewell Terrace	150.00
Schwindt, Tracy	706 West 33rd Avenue	010434747	Lot 43 Farber Addition	150.00
Siegel, Irving Martin	1522 North 9th Street	010408819	Lot 4 Block 2 Factory Place	150.00
Simon, John E.	105 Hillside Drive	010426876	Lot 33 Bellaire Heights	150.00
SLAJ LLC	2104 Lloyd Street	010456376	Lot 124 Twin Ridge	150.00
Stoltenberg, Henry & Kay	1103 Bea Circle	010762256	Lot 7 Charwood	500.00
Templeton, Robert	1303 Hancock Street	010622985	Lot 5 Block 95 Bellevue	300.00
US Bank Trust	Lot 35D Pleasant Hill	010430040	Lot 35D Pleasant Hill or Martin's Subdivision	150.00
US Bank Trust	Lot 35D Pleasant Hill	010430040	Lot 35D Pleasant Hill or Martin's Subdivision	250.00
Wai Kay & Sufen Huang Leung	4821 Aspen Drive	010560343	Lot 15 Maclad Heights	150.00
Williams, Charles & Gerie	2319 Josephine Street	010363564	Lot 67 Chandler Hills	150.00
Workman, Cecil & Cindy	2519 Lillian Street	010544666	Lot 9 Block 3 Randolph Place	300.00
Workman, Cecil & Cindy	2519 Lillian Street	010544666	Lot 9 Block 3 Randolph Place	250.00

Resolution No. BOE 2020-0121-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, and /or general clean-up efforts on the identified properties within the City of Bellevue

Motion was made by Shannon to approve Resolution No. BOE 2020-0121-01 as amended, removing parcels that have been paid or sold, which are reflected by a strikethrough, and by removing parcels of Mr. Orr and Mr. Rowe until we get their claims turned in so it can all be handled at one time. Motion dies to a lack of a second.

Motion was made by Welch, seconded by Cook, for passage of Resolution No. BOE 2020-0121-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, and /or general clean-up efforts on the identified properties within the City of Bellevue, as amended removing parcels that have been paid or sold, which are reflected by a strikethrough. Roll call vote was as follows: Stinson, Cook, Burns, and Welch voted yes; voting no: Shannon; absent: Preister. Motion carried.

Adjournment

MINUTE RECORD

Bellevue Board of Equalization, January 21, 2020, Page 4

There being no further business to bring before the Board, on motion made by Cook, seconded by Burns, at 5:59 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on January 21, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue City Council Meeting, January 21, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 21st day of January, 2020, at 6:01 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, and Kathy Welch. Donald Preister was absent, but participated via phone.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader 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 are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA

Motion was made by Shannon, seconded by Stinson, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Shannon, seconded by Burns, to approve the consent agenda which included the following: Approval of the Minutes from the December 17, 2019 City Council Meeting; Acknowledge Receipt of the Minutes from the December 19, 2019 Planning Commission Meeting; Approval of Claims from January 7, 2020 and January 21, 2020; Approve appointment of Karl Crompton to the Board of Adjustment, to serve the remaining term of David Valenta, ending February 2022; Approve Permanent Easement with OPPD facilitating utilities relocation of 36th Street widening; Approve and authorize the Mayor to sign the agreement with OPPD for construction of Street Light Facilities on the 36th Street Project; Authorize the Mayor to sign the Warranty Deed deeding a parcel of land, adjacent to the Tregaron Golf Course, to Fairview Golf Company; Recommend approval and authorize the Mayor to sign the Sarpy County Multi-Agency Traffic Enforcement Task Force Agreement; and Authorize the Mayor to sign the Land & Lot Purchase Agreement for Lot 6 Tregaron Woods Replat I.

SPECIAL PRESENTATIONS:

Mayor Hike recognized Mr. Terry Ingram for his heroic acts of bravery and courage on January 11, 2020. Mr. Ingram, single handedly, pulled three men out of a car that had flipped over and ended upside down an ice-cold pond. Mr. Ingram was awarded the Mayor's Spotlight Lifesaving Award for his actions.

ORGANIZATIONAL MATTERS: Approved on consent agenda.

APPROVED CITIZEN COMMUNICATION:

One request received and will be handled by meeting with City Administrator.

LIQUOR LICENSES:

Recommend to approve application for DLMG LLC dba "Chandler Bar" for replacing application of Class "I-122048" Liquor License to sell beer, wine, and distilled spirits at 2617 Chandler Road W., to approve Megan Gibbons as Manager [Public Hearing Required] (City Clerk)

Mr. Sean Kelley was present to answer any questions.

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

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

Motion was made by Cook, seconded by Welch, to recommend approval of the application for DLMG LLC dba "Chandler Bar" for replacing application of Class "I-122048" Liquor License, with name change, to sell beer, wine, and distilled spirits at 2617 Chandler Road West and to approve Megan Gibbons as Manager.

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

Approve Resolution No. 2020-07: Approving application of DLMG, LLC, doing business under the name "Chandler Bar", with the name changes, to continue to operate a satellite keno location at 2617 Chandler Road W and authorize the Mayor to sign (City Clerk)

Mr. John Hassett was present to answer any questions.

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

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Bellevue City Council Meeting, January 21, 2020, Page 2

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

Motion was made by Cook, seconded by Welch, to recommend approval of the Resolution No. 2020-07: Approving application of DLMG, LLC, doing business under the name "Chandler Bar", with the name changes, to continue to operate a satellite keno location at 2617 Chandler Road West and authorize the Mayor to sign.

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

Recommend approval of a Special Designated Liquor License for St. Matthew's Catholic Church on Friday, February 21, 2020, from 6:00 p.m. to 12:00 a.m. for a Dinner and Auction at 12210 South 36th Street (City Clerk)

Ms. Mailhot was present to answer any questions. She pointed out the address on the agenda is incorrect, however it is correct on the application. She advised the address is 12210 South 36th Street.

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

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

Motion was made by Cook, seconded by Shannon, to recommend approval of a Special Designated Liquor License for St. Matthew's Catholic Church on Friday, February 21, 2020, from 6:00 p.m. to 12:00 a.m. for a Dinner and Auction at 12210 South 36th Street (City Clerk)

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

Recommend approval of SIX Special Designated Liquor License for Knights of Columbus Council 11879 (St. Matthew's Parish) to sell beer and wine, at their Lenten Fish Fries at St. Matthew's Church, 12210 South 36th Street, Bellevue from 5:00 p.m. to 7:30 p.m. on six consecutive Fridays [February 28th, March 6th, 13th, 20th, and 27th, and April 3rd] (City Clerk)

Mr. Boone was present to answer any questions.

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

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

Motion was made by Shannon, seconded by Cook, to recommend approval SIX Special Designated Liquor License for Knights of Columbus Council 11879 (St. Matthew's Parish) to sell beer and wine, at their Lenten Fish Fries at St. Matthew's Church, 12210 South 36th Street, Bellevue from 5:00 p.m. to 7:30 p.m. on six consecutive Fridays [February 28th, March 6th, 13th, 20th, and 27th, and April 3rd].

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

Recommend approval of a Special Designated Liquor License for Daniel J Gross High School on Saturday, February 29, 2020, from 6:00 p.m. to 10:00 p.m. for a Trivia Night Fundraiser at Daniel J. Gross High School, 7700 South 43rd Street, Bellevue. (City Clerk)

Ms. Van Haute was present to answer any questions.

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

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

Motion was made by Cook, seconded by Burns, to recommend approval of a Special Designated Liquor License for Daniel J Gross High School on Saturday, February 29, 2020, from 6:00 p.m. to 10:00 p.m. for a Trivia Night Fundraiser at Daniel J. Gross High School, 7700 South 43rd Street, Bellevue.

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

Ordinances for Adoption: (Third Reading) None.

MINUTE RECORD

Bellevue City Council Meeting, January 21, 2020, Page 3

Ordinances for Public Hearing: (Second Reading)

Ordinance No. 3985: Request approval to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances (Police Dept.)

Ordinance No. 3985: An Ordinance to amend Section 19-3 pertaining to the nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in Section 19.2; to repeal such section as heretofore existing in 19-3; and to provide for the effective date, was read by title only for the second time and a public hearing was held.

Ms. Bree Robbins, City Attorney, advised after discussion with Mr. Mike Christensen, Chief Building Official, and Council Members, Item Q, regarding lead-based paint enforcement will be removed from the proposed ordinance.

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

Mr. Michael Wills addresses concerns with Item N and the definition of stagnant water. He requested clarification on Item R, regarding upholstered furniture and outdoor furniture with cushions. Ms. Robbins explained outdoor patio furniture is allowed, as it is intended for outdoor use. Mr. Wills expressed concerns with several items in the proposed ordinance being open ended and open for interruption. He mentioned Item O is outlined somewhere else in City Code and should be reviewed. Ms. Robbins explained "junk vehicles" is in City Code. Item O refers to any vehicle, machine or parts.

Ms. Robbins advised she would research the aforementioned items and meet with Code Enforcement to assure items are not being duplicated.

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

Mr. Will requested clarification on the process of Code Enforcement and how complaints are received. Ms. Robbins provided a description of the process.

Mr. Shannon expressed concerns with the word "allowed" in Item S. Conversation ensued on this topic.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on February 4th.

Ordinances for Introduction: (First Reading):

Ordinance No. 3986: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential Development. Applicants: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road.

Ordinance No. 3986, an ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or near 1606 Camp Gifford Road, more particularly in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 4th.

Ordinance No. 3987: Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Fort Crook Road and Grenoble Drive. Case # Z-1906-05.

Ordinance No. 3987, an ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about the Southwest Corner of Normandy Boulevard and Grenoble Drive, more particularly in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 4th.

Ordinance No. 3988: An Ordinance amending Bellevue Municipal Code by adding a new Section 8.14 regarding Small Wireless Facilities (Legal)

An Ordinance to amend Appendix A-Zoning, of the Bellevue Municipal Code by adding a new Section 8.14 regarding "Small Wireless Facilities," regulating the city's processing of applications for the deployment of Small Wireless Facilities by Telecommunications Companies; and to provide for the effective date thereof, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 4th.

Approve and authorize Mayor to sign Resolution No. 2020-05: Repealing Resolution No. 2019-01 in its entirety (City Attorney) **[No Action required till after action on Ordinance No. 3988]**

MINUTE RECORD

Bellevue City Council Meeting, January 21, 2020, Page 4

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Show Cause Hearing on the proposed Condemnation of the structure(s) at 7952 S. 25th Street, Bellevue 68147 (Chief Building Inspector)

Mr. Mike Christensen, Chief Building provided a video of the property at 7952 S. 25th Street and explained the conditions. He explained the house will need to be removed to get to the accessory structures and have the vehicles removed.

Councilman Shannon verified if the proposal includes the entire site. Mr. Christensen advised it is for all the structures. He will need to meet with Code Enforcement in the future to discuss the removal of the vehicles.

Councilwoman Welch questioned how long the process for this structure has been going on. Mr. Christensen replied since 2017.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed condemnation and Resolution 2020.01, which would declare the structures condemned.

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

Resolution No. 2020-01: Condemning the structure(s) located at 7952 S. 25th Street, Bellevue, 68147

Motion was made by Shannon, seconded by Burns, to recommend approval of Resolution No. 2020-01: Condemning the structure(s) located at 7952 S. 25th Street, Bellevue, 68147. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Show Cause Hearing on the proposed Condemnation of the structure(s) at 7312 S. 25th Street, Bellevue, 68147 (Chief Building Inspector)

Mr. Mike Christensen, Chief Building provided a video of the property at 7312 S. 25th Street and explained the conditions.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed condemnation and Resolution 2020.02, which would declare the structure(s) condemned.

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

Resolution No. 2020-02: Condemning the structure(s) located at 7312 S. 25th Street, Bellevue, 68147

Motion was made by Shannon, seconded by Stinson, to recommend approval of Resolution No. 2020-02: Condemning the structure(s) located at 7312 S. 25th Street, Bellevue, 68147.

Councilwoman Welch stated she is glad this is moving forward, as she has received several calls and emails on this property.

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

Show Cause Hearing on the proposed Condemnation of the structure(s) at 3614 Josephine Street, Bellevue, 68147 (Chief Building Inspector)

Mr. Mike Christensen, Chief Building provided a video of the property at 3614 Josephine Street and explained the conditions. He stated this property was originally addressed in 2016.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed condemnation and Resolution 2020.03, which would declare the structure(s) condemned.

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

Resolution No. 2020-03: Condemning the structure(s) located at 3614 Josephine Street, Bellevue, 68147

Motion was made by Cook, seconded by Welch, to recommend approval of Resolution No. 2020-03: Condemning the structure(s) located at 3614 Josephine Street, Bellevue, 68147.

Councilwoman Welch questioned what the process of the condemnations is once the resolutions are passed. Mr. Christensen explained there will be a thirty day wait period to see if anyone makes an effort to contact a demolition crew to remove the structure. After thirty days, if no one has come forward, the

MINUTE RECORD

Bellevue City Council Meeting, January 21, 2020, Page 5

City will begin to seek bids for the demolition of the property. A lien will be placed on the property if the property owners do not pay the demolition cost.

Councilman Shannon inquired what will happen to animals living in the structures. Mr. Christensen explained the demo contractors will open the structure up to see if there are any physical animals. There will be no physical damage to animals.

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

Request to approve the Fiscal Year 2020-2025 Capital Improvement Plan [Public Hearing Required] (Planning Manager)

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

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

Councilman Preister questioned Mr. Jeff Roberts, Public Works Director, when the proposed construction (of Washington Park), start and end dates would be. He is concerned with upcoming events scheduled at the park. Mr. Roberts explained the intent is to put the project out for bids in March with construction beginning at the end of May or first part of June. The project would need to be substantially completed by July 1st for the CDBG money. He advised there will be conflict during construction. Conversation ensued on this topic.

Councilman Preister mentioned with CDBG funds and the budget, the project still falls short of funds. Mr. Roberts explained the project is approximately \$60,000 short. There will be a meeting with the CDBG Specialist the first week of February, to see if there are additional funds available and Community Betterment Funds will be used to widen interior sidewalks. Discussion followed.

Motion was made by Cook, seconded by Welch, to approve the Fiscal Year 2020-2025 Capital Improvement Plan. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

RESOLUTIONS:

Resolution No. 2020-06: Dissolving Resolution No. 2019-32 and said structures on the subject property (2611 Harrison Street) may be torn down, the debris removed and the premises placed in a safe condition pursuant to the order of condemnations entered and approved on the 9th day of April, 2018 (Resolution No. 2018-09) that stands (Legal)

Motion was made by Cook, seconded by Shannon, to approve Resolution No. 2020-06: Dissolving Resolution No. 2019-32 and said structure(s) on the subject property (2611 Harrison Street) may be torn down, the debris removed and the premises placed in a safe condition pursuant to the order of condemnations entered and approved on the 9th day of April, 2018 (Resolution No. 2018-09) that stands. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

CURRENT BUSINESS:

Approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$24,690 and approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex, in an amount not to exceed \$24,309 and to Waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000 (Finance Director/City Attorney)

Motion made by Cook, seconded by Stinson, to Approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming of approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$24,690 and approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming of approximately 62 acres at the Bellevue Sports Complex, in an amount not to exceed \$24,309 and to Waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Operative IQ Licensing Agreement for (5) additional software licenses for the Fire/EMS Inventory tracking (Fire Chief)

Motion made by Stinson, seconded by Burns, to Approve and authorize the Mayor to sign the Operative IQ Licensing Agreement for (5) additional software licenses for the Fire/EMS Inventory tracking. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, January 21, 2020, Page 6

Approve purchase of five (5) remaining dump trucks planned for replacement in FY19-20 budget, in an amount not to exceed \$977,201 (Public Works Director)

Motion made by Welch, seconded by Stinson, to Approve purchase of five (5) remaining dump trucks planned for replacement in FY19-20 budget, in an amount not to exceed \$977,201. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River Resource District for placement of a permanent pumping station near the Offutt Ditch, not to exceed \$34,577 (Public Works Director)

Motion made by Burns, seconded by Shannon, to approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River Resource District for placement of a permanent pumping station near the Offutt Ditch, not to exceed \$34,577.

Councilman Cook clarified if Offutt ditch is also known as Brown River. Mr. Roberts explained the official name for Brown River is Offutt Ditch.

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

Approve and authorize the Mayor to sign Agreement with FYRA Engineering, LLC for a study regarding the Bellevue Offutt Ditch Pump Station Study for a placement of a permanent pumping station located near the Offutt ditch, not to exceed \$34,577 (Public Works Director)

Motion made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign Agreement with FYRA Engineering, LLC for a study regarding the Bellevue Offutt Ditch Pump Station Study for a placement of a permanent pumping station located near the Offutt ditch, not to exceed \$34,577. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the Real Estate Broker Services Agreement (Administration)

Mayor Hike advised a copy of the contract with the information filled in was distributed to the Council Members prior to the meeting.

Ms. Robbins explained the agenda packet contained a blank agreement. All of the offers that were accepted were included in the attachment. The document distributed this evening incorporates the proposal and is the complete agreement.

Motion made by Stinson, seconded by Burns, to approve the Real Estate Broker Services Agreement.

Councilman Preister requested clarification on the process for selecting the broker. Ms. Robbins explained a packet was put out for proposals outlining the service agreement. The request was published by the City Clerk. An offer was received back in November. The agreement was opened up again for a public bid to receive more offers. The item was republished and the packet went back out for offers. Anyone has the opportunity to fill out the packet and submit it to the City. The City received two proposals and those were opened up in December. The published notice contains the dates the bids will be opened. The bids were presented to Mr. Ristow for review. The agreement presented was the best bid received out of the two that were received.

Councilman Cook clarified the agreement is for the City to both sale and purchase. Ms. Robbins replied yes, it is for both.

Councilman Cook requested a description on the payment structure. Ms. Robbins explained the City will continue to handle items that are on a smaller scale which would not require services from the Broker. She advised in the packet distributed early, on page 11 under Scope of Work, there is a clause outlining this information. Discussion followed on this topic.

Councilman Shannon referred to the second paragraph in the agreement regarding payments. It states compensation structure to be applied shall be dictated by the desired scope of work established in each amendment. He requested clarification if this is to be a master agreement with amendments each time they are engaged. Ms. Robbins explained that is the intent of the agreement. She advised the commission rates are on page 12 of the agreement. Councilman Shannon verified if the commission rate states six percent, but an amendment is signed for eight percent, the Broker would then receive eight percent. Ms. Robbins explained he could. She explained the proposal is for six percent, if there would be a higher rate the City would need to agree to it. Councilman Shannon requested clarification if the amendments would come before the Council. Ms. Robbins explained yes, if it is an amendment to the fee. If it is an amendment to the scope of work, and the fees remain the same, then no. Councilman Shannon questioned if it would be okay with the Council approving this, subject to the fact, if there is any change to the fee structure in exhibit B, it would need to come before the Council. Mr. Ristow replied he does not have an issue with this.

Councilman Cook advised he has concerns with amendments coming back to the Council, if it is time sensitive and causes delays.

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Bellevue City Council Meeting, January 21, 2020, Page 7

Mr. Ristow requested clarification with the Real Estate Broker it would be very unlikely the commission would go from six percent to eight percent.

Mr. Colm Breathnach, Colliers International, advised the company has never received eight percent. He explained the fees are pretty standard in the brokerage world.

Councilman Shannon questioned when the City would be charged the hundred-dollar consulting fee mentioned in the agreement. Mr. Breathnach explained an example would be, if the City requested him to come in to do a complete overview of a portfolio management.

Ms. Robbins commented she doesn't have any issues bringing this back to Council if there is a change in fees. She echoed the concerns of Councilman Cook with time sensitive items. She proposed if it is a detriment to the City, Council approval could be required. Councilman Shannon recommended procedurally it would be easier to submit the amendments with the purchase agreements. Ms. Robbins replied she would be fine with that.

Councilman Shannon stated for clarification purposes when the City engages the services, there will be a purchase agreement that comes before the City Council for approval. When the purchase agreement is presented, the amendment will be shown to include the real estate services.

Councilwoman Welch questioned if the purchase agreements would include a list of cost to the buyer or to the seller. Mr. Breathnach explained normally there is no cost associated within the document itself. Conversation ensued on this topic.

ADMINISTRATION REPORTS:

Mayor Hike asked if there were any questions/comments for the City Administrator, Councilmembers or any of the Directors on the report presented. Councilman Preister referred to the designated AA+ bond rating for the City of Bellevue. He noted this is the second time the City of Bellevue has received this rating. He acknowledged the City Council, Administration, City Staff, and the Finance Department for achieving a great rating. He commended the sale of surplus property.

There were no other questions or comments.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Welch, the meeting adjourned at 7:18 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.


Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on January 21, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, January 23, 2020, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, January 23, 2020, at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Aerni, Ritz, Ackley, and Hankins. Absent were Cain, Cutsforth and Jacobson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader 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.

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

Motion was made by Ackley, seconded by Hankins, to approve the minutes of the December 19, 2019 regular meeting as presented. Upon roll call, Casey, Perrin, Aerni, Ritz, and Hankins, voted yes. Motion carried unanimously.

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

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

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20 for the purpose of an existing multi-family residential building. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road. Case #: Z-1912-08.

Kyle Haase with E & A Consulting Group, 11202 Mill Valley Road, Omaha, NE, was present on behalf of the applicant. Haase stated the parcel is a 1.9 acre parcel located on the southeast corner of Galvin and Gregg Road, currently zoned BG-PCO. He said they are requesting it to be rezoned to RG-20 to bring it into current zoning code conformance. The site is an eleven unit multi-family facility designated for persons with developmental disabilities. At the time of the original approval of the project in 2010 multi-family housing was a permitted use in the BG-PCO zoning. Due to the high demand and lack of available units that meet the need of people with developmental disabilities, Sheltering Tree has a desire to complete an addition to the current facility.

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

Ackley said, "This has been a great addition to the Bellevue Community. Miss McNally I applaud you, and if you have plans to expand the facility it would be great for the City of Bellevue."

MOTION was made by Ackley, seconded by Aerni, to recommend APPROVAL of a request to rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20 for the purpose of existing multi-family residential, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 18, 2020.

Meeting adjourned at 7:11 p.m.

Dianna Van Horn
Planning Secretary

MINUTE RECORD

*6.
2/4/2020

CLAIMS FOR FEBRUARY 4, 2020

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MAYOR

NEBRASKA DIPLOMATS	MEMBERSHIPS DUES-2020	350.00
		<u>\$ 350.00</u>

CITY ADMINISTRATION

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	2,713.30
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	27.00
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	42.22
MIDLANDS PRINTING	BUSINESS CARDS-ELBERT	112.61
MONTE EVANS	PROFESSIONAL PHOTO-ELBERT	89.95
NEBRASKA DIPLOMATS	MEMBERSHIPS DUES-2020	700.00
OFFUTT ADVISORY COUNCIL	RENEW MEMBERSHIPS	400.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	99.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	99.97
		<u>\$ 4,349.73</u>

CITY COUNCIL

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	814.39
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	157.38
		<u>\$ 971.77</u>

LEGAL SERVICES

AMAZON.COM, LLC	IROBOT ROOMBA VACUUM	219.99
CROKER, HUCK, KASHER, DeWITT	SID 208-LEGAL FEES THRU DEC 31, 2019	197.00
CROKER, HUCK, KASHER, DeWITT	SID 280-LEGAL FEES THRU DEC 31, 2019	125.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	3,109.92
ERICKSON & SEDESTROM, PC	LEGAL FEES	1,010.50
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP BELLEVUE-ROBBINS	700.00
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	26.38
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	38.83
REMBOLT LUDTKE LLP	LEGAL FEES	3,705.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	89.39
		<u>\$ 9,287.39</u>

CABLE TV

AMAZON.COM, LLC	VIDEOS	26.44
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	3,857.20
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	23.08
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	29.75
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	49.19
		<u>\$ 4,051.04</u>

CITY CLERK

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	3,177.03
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP BELLEVUE-KLUTHE	700.00

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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CITY CLERK (cont'd)

METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	18.84
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	23.67
NE STATE LIBRARY PUBS OFFICE	STATE STATUTE BOOKS	104.70
SUBURBAN NEWS ADV	LEGAL ADS	232.30
		<hr/>
		\$ 4,321.92

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	101.56
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	6,576.53
GREAT PLAINS UNIFORMS	SAFETY SHOES	379.00
INDOFF	COPY PAPER	133.98
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	196.14
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	68.36
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	101.69
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-CHAVEZ	184.49
THE CURE	SAFETY SIGNS, FIRST AID SUPPLIES	54.94
TOTAL FUNDS BY HASLER	REFILL POSTAGE	1,000.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	54.23
		<hr/>
		\$ 8,850.92

LIBRARY

AMAZON.COM, LLC	OFFICE SUPPLIES, VIDEOS, BOOKS, STAMPS, PAPER	989.09
BELLEVUE LEADER	RENEW SUBSCRIPTION	78.00
CENGAGE LEARNING, INC	BOOKS	571.78
CENTER POINT LARGE PRINT	BOOKS	85.08
DEMCO	BOOK SUPPLIES	249.31
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	7,623.75
INGRAM LIBRARY SERVICES	BOOKS	1,910.16
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	261.52
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	74.38
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	88.27
MICHELLE BULLOCK	REIMB FOR GAME CASES, SHELVING	150.17
NE STATE LIBRARY PUBS OFFICE	STATE STATUTE BOOKS	104.70
NEOFUNDS BY NEOPOST	REFILL POSTAGE	650.00
OMAHA WORLD HERALD NEWSPAPER	VINTAGE OMAHA BOOK	42.30
SHOWCASES	VINYL AUDIOBOOK PAGE	118.80
STAPLES ADVANTAGE	OFFICE SUPPLIES	168.17
		<hr/>
		\$ 13,165.48

ADMINISTRATIVE SERVICES

ALEGENT HEALTH OHS/EAP	PHYSICALS FOR 10 FTFF	3,460.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	12,151.40
IDEAL PURE WATER COMPANY	BOTTLED WATER	39.00
INTEGRATED REHAB	PHYSICALS	465.00
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	294.21
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	89.18
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	109.14

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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ADMINISTRATIVE SERVICES (cont'd)

ONE SOURCE	BACKGROUND CHECKS	382.10
PAYCHEX of NEW YORK, LLC	PAYCHEX ONLINE ADMIN FEE - DEC 2019	99.00
PAYCHEX of NEW YORK, LLC	PAYCHEX ONLINE ADMIN FEE - NOV 2019	99.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	80.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,912.73
UPS	MAILING CHARGE	45.00
		<hr/>
		\$ 19,226.56

PUBLIC WORKS

AMAZON.COM, LLC	CALENDAR	10.26
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	4,791.87
J P COOKE COMPANY	NAME PLATE W/HOLDER	37.00
MATT KNIGHT	REIMB MILEAGE FOR TRAINING	63.25
METLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	130.76
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	56.52
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	84.08
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	8.77
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY VEHICLES	10,021.27
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-16	185.23
SEAN SCHRADER	REIMB MILEAGE FOR TRAINING	55.20
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	281.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	147.52
		<hr/>
		\$ 15,873.24

PARKS

AMAZON.COM, LLC	AUTOMATIC LEVEL	330.00
DILLONS CUSTOMER CHARGES	SUPPLIES	199.80
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	9,270.50
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	395.29
HOTSY EQUIPMENT CO	PRESSUE WASHER PARTS, LABOR	603.42
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	139.24
MENARDS	FURNACE PIPE, RAIN CAP, PAINT, PRIMER	77.32
METLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	326.90
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	85.25
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	94.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	695.66
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-13	50.91
PAPILLION SANITATION	CODE DUMPSTER EMPTY	171.56
STERLING WEST	INSTALL PLAYGROUND EQUIPMENT	8,552.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	240.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,633.32
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 22,879.44

RECREATION

BELLEVUE PRINTING COMPANY	POOL PASS CARDS	80.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	2,109.96
METLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	24.34

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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RECREATION (cont'd)

METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	31.28
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	64.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	79.86
WALMART COMMUNITY	SUPPLIES	35.04
		<hr/>
		\$ 2,490.16

BUILDING MAINTENANCE

CARPENTER PAPER CO	JANITORIAL SUPPLIES	378.96
CONTROL MANAGEMENT	RTU NOT HEATING	240.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	8,083.14
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDGS	98.57
KEN BROOKE ROOFING, INC	REPAIR LEAK IN HALLWAY	808.75
MENARDS	UTILITY CART, COUPLINGS, SUPPLIES	182.70
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	228.83
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	61.86
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	70.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	232.14
NEBRASKA STATE FIRE MARSHAL	ANNUAL ELEVATOR INSPECTION	120.00
OMAHA DOOR & WINDOW COMPANY	INSTALL NEW WINDOW	705.02
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
ROTO-ROOTER SERVICES CO	CLEAN SEWER PIPE	500.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,267.24
TRICO MECHANICAL SERVICES	AC MAINTENANCE	1,123.62
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	25.27
WESTLAKE ACE HARDWARE	KEYS, BRASS HOSE, AUGER, PLUNGER, SNOW PUSHERS, SUPPLIES	114.75
		<hr/>
		\$ 14,533.10

CEMETERY

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	1,506.62
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	17.74
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	22.06
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	49.19
WESTLAKE ACE HARDWARE	GLUE, SPRAY PAINT, MARKING PAINT	69.77
		<hr/>
		\$ 1,730.76

STREETS

AMAZON.COM, LLC	CALENDAR	15.45
ASPHALT & CONCRETE MATERIALS	ASPHALT	600.10
BRETT DAVID BOYUM	ACQUISITION CONTRACT SPRINKLER	298.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	22.26
CITY OF OMAHA	SHARED COST-HARRISON ST SIGNAL	1,060.50
COLIN D MOSS AND/OR DONNA BASS MOSS	ACQUISITION CONTRACT SPRINKLER	405.02
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	38,453.48
FELSBURG HOLT & ULLEVIG, INC	36TH ST PRELIMINARY DESIGN	48,519.52
GERALD COLE AND/OR KELLI COLE	ACQUISITION CONTRACT SPRINKLER	290.93
HGM ASSOCIATES INC	15TH ST EXTENSION DESIGN	2,577.00
INDEPENDENT SALT CO	ICE CONTROL SALT	6,462.96

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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STREETS (cont'd)

JUAN RODRIGUEZ AND ELIZABETH LOPEZ	ACQUISITION CONTRACT SPRINKLER	298.62
K2 CONSTRUCTION	S 25TH STREET IMPROVEMENTS	46,152.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	4,347.26
MARIO R RANGEL	ACQUISITION CONTRACT SPRINKLER	373.33
MENARDS	SUPPLIES, TOOLS, TRASH CANS, TV	370.95
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	550.55
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	262.19
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	306.47
METRO LEASING	LEASE 8724-AERIAL BOOM	5,816.04
METRO LEASING	LEASE 8714-STREET SWEEPER	10,408.22
METRO LEASING	LEASE 8733A-INT'L TRUCK	13,612.86
METRO LEASING	LEASE 8733B-INT'L TRUCK	13,261.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	555.13
NEWMAN SIGNS	PUSH BUTTON W/ARROW	493.70
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-16	189.99
RALLEN R ZEITNER AND/OR PHYLLIS A	ACQUISITION CONTRACT SPRINKLER	919.65
READY MIXED CONCRETE COMPANY	CONCRETE	2,764.10
RICHARD A HOLMES AND/OR LINDA C	ACQUISITION CONTRACT SPRINKLER	374.28
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	242.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,606.53
VICKY L OAKLEY	ACQUISITION CONTRACT SPRINKLER	300.02
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 206,924.99

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHTS	222.92
AMAZON.COM, LLC	CAP SCREWS, BATTERY	65.69
ASPEN EQUIPMENT CO	IDLER BEARINGS, FEEDJACK GATE	298.05
AUTO BODY AUTHORITY	BODY WORK DONE ON ST110	4,115.78
AUTO VALUE PARTS - SOUTH OMAHA	FILES	21.24
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	344.33
BAUER BUILT	TIRES	1,563.98
BAXTER CHRYSLER DODGE JEEP	WIRING, COUPLING, CUSHIONS, STRUT	910.51
BOBCAT OF OMAHA	HOSE	90.22
CORNHUSKER INTERNATIONAL TRUCKS	ELBOW ASSEMBLY, GEAR KIT, EXHAUST	2,101.45
	PIPE, SENSORS, ABS PARTS, NOZZLE	
DIESEL SPECIALITIES OF OMAHA	CHECK VALVE	44.72
DIESEL SPECIALITIES OF OMAHA	GASKETS	33.12
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	19,510.81
FACTORY MOTOR PARTS CO	OIL, FILTERS	184.65
FARM PLAN	SKID SHOE PLATES	105.36
GRAINGER	CLEVIS HOOKS	66.20
INLAND TRUCK PARTS CO	REPLACE U-JOINTS	313.77
INLAND TRUCK PARTS CO	STRAP KIT	6.37
INTERSTATE BATTERIES	BATTERIES	947.59
INTERSTATE POWER SYSTEMS, INC	TRANSDUCER	604.97
JIM HAWK TRUCK TRAILERS	PARTS	181.14
KELLY SUPPLY COMPANY	LOCKING PLUGS, CONNECTORS	189.07
KEYMASTER OF OMAHA	DUPLICATE KEY	65.00

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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FLEET MAINTENANCE (cont'd)

KRIHA FLUID POWER CO	FITTINGS	48.57
MATHESON TRI-GAS INC	WELDING SUPPLIES	517.36
MENARDS	AIR FRESHENERS, WORKSHOP LIGHT, PEG HOOKS, PEG BOARD, STEEL FRAME AND RACKS, SHELVES	994.31
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	490.35
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	145.54
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	182.32
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	129.54
NAPA AUTO PARTS	GLOW PLUG, FITTINGS, FILTERS, EXHAUST PARTS, TIRE HOIST	909.71
NEBRASKA IOWA INDUSTRIAL FASTENERS	CLAMPS, NUTS, SAFETY GLASSES, TERMINALS, BOLTS	504.00
NORTH CENTRAL EMERGENCY VEHICLES	FLUSH SLAM LATCH	51.17
O'REILLY AUTOMOTIVE PARTS	WIPER BLADES	45.91
P&M HARDWARE	BELTS, CAGE NUTS	99.00
ROSE EQUIPMENT	SWITCH	94.47
STATE STEEL	SQUARE TUBING	123.60
THERMO KING CHRISTENSEN	ALTERNATOR	116.58
TRUCK CENTER COMPANIES	NOZZLES	12.88
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	70.51
UPS STORE	FREIGHT TO SEND UPS FOR REPAIR	12.45
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	539.06
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	93.40
		<u>\$ 37,167.67</u>

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-DEC 2019	249,164.67
		<u>\$ 249,164.67</u>

PLANNING

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	6,069.50
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	66.94
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	29.83
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	35.47
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	7.93
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-16	167.83
		<u>\$ 6,377.50</u>

PERMITS & INSPECTIONS

AMAZON.COM, LLC	OFFICE SUPPLIES	8.83
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	9,824.36
IDEAL PURE WATER COMPANY	BOTTLED WATER	20.00
INDOFF	COPY PAPER	77.98
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	174.59
MESCHER CONSTRUCTION	REFUND PARTIAL FEE-WORKING W/O PERMIT	1,400.80
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	196.14
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	65.47
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	83.89

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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PERMITS & INSPECTIONS (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	10.60
NEBRASKA CHAPTER OF IAPMO	RENEW MEMBERSHIPS-RYBAR, COOK	30.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-16	223.78
TERRY RYBAR	REIMB FOR MILEAGE FOR TRAINING	30.16
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	271.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	569.03
		\$ 12,987.14

POLICE/CODE ENFORCEMENT

AXON ENTERPRISE, INC	HOLSTERS FOR TASER CARTRIDGES, BATTERY PACK	3,250.00
BLUE 360 MEDIA, LLC	NEB CRIMINAL AND TRAFFIC LAW MANUALS	969.00
CASSANDRA WARD	REIMB FOR MEALS FOR TRAINING	280.50
CLEAN WATER GUYS	WATER SOFTENER	90.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT ACADEMY	702.69
CORNHUSKER AUTO WASH	CRUISER WASH	55.00
DON'S PIONEER UNIFORMS	SAFETY VEST, UNIFORM ITEMS	4,717.91
E-470 PUBLIC HIGHWAY AUTHORITY	ADDITIONAL FEE FOR TOLL EXPENSE	25.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	133,595.84
FBI NATIONAL ACADEMY ASSOCIATES, INC	MEMBERSHIP DUES-STUKENHOLTZ	125.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
GALL'S, LLC	UNIFORM ITEMS	2,469.04
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	89.00
INTERNET VIDEO IMAGING INC	UPGRADE VIEWCOMMANDER SYSTEM	721.25
JACKSON SERVICES, INC	DOOR MAT SERVICE	65.31
L-TRON CORP	E-CITATION EQUIPMENT	699.19
MENARDS	CLEANING SUPPLIES, DRYWALL, SHELVES	163.85
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	3,528.32
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	852.63
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	1,606.92
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-7	193.07
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-16	4,080.69
SOUTHERN CARLSON, INC	SOAP FOR PRESSURE WASHER	319.50
SPRINT	MONTHLY SERVICE-2020-1-9	125.22
TRISTAR RISK ENTERPRISE MANAGEMENT	TPA WORK COMP FUNDING	525.29
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	3,927.82
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	11,274.05
		\$ 174,802.09

FIRE & RESCUE

AMAZON.COM, LLC	ADJUSTABLE WATER CAN HARNESS, EXTINGUISHERS, OFFICE SUPPLIES, UNIFORMS	788.85
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	503.34
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	777.89
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	3,306.57
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	878.41
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	69,917.02
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	1,994.09
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,425.26

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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FIRE & RESCUE (cont'd)

BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,372.41
GREAT PLAINS UNIFORMS	UNIFORMS	652.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	100.67
MENARDS	SHOWER SCRUBBER	23.88
MIDWEST UNLIMITED	YELLOW WEBBING	399.80
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	57.74
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	562.50
WESTLAKE ACE HARDWARE	BATTERIES	53.96
ZIRMED, INC	MEDICAL SUPPLIES	130.93
		\$ 88,945.32

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2020-1-4	1,040.55
CORE BANK TRUST	SARPY 208 GENERAL WARRANTS PAYMENT	57,428.86
FRANKEL ZACHARIA	SID 208-AUDIT PREPARATION	8,100.00
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-JAN 2020	1,650.00
METRO AREA TRANSIT	MAT 2019-12, 1289 MILES	4,803.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	107.19
NE-DEPARTMENT OF REVENUE	DECEMBER 2019 SALES TAX	147.69
NEOPOST USA INC	POSTAGE METER LEASES	691.00
O'DONNELL, FICENEC, WILLS & FERDIG, LLP	SID 182 BUDGET PREPARATION	3,037.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-7	50.06
PAPIO MISSOURI RIVER NRD	PMNRD FINAL PAYMENT ON LEVEE R613	750,000.00
PM AM CORPORATION	ALARM FEES-Dec 2019	3,045.00
TRISTAR RISK MANAGEMENT	CLAIMS ADMIN FEES-JAN/MAR 2020	3,750.00
		\$ 833,850.35

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	LASER PRINTER, TV, BACKPACKS	486.87
CORE TECHNOLOGIES, INC	TELEPHONE MAINTENANCE	60.75
DELL MARKETING L.P.	41 NEW COMPUTERS	54,038.00
MILLER DISTRIBUTORS, INC	BATTERIES	205.92
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	175.20
SHI INTERNATIONAL CORP	MICROSOFT SOFTWARE-42 USERS	2,705.64
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	40.29
		\$ 57,712.67

WASTEWATER

ELLIOTT EQUIPMENT CO	SEWER JET PARTS	288.14
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-JAN 2020	10,943.96
FASTENAL COMPANY	SCREW ANCHOR	47.78
GRAINGER	MARKING PAINT, BODY HARNESS, LIFELINE	1,059.10
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	1,952.43
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION-DEC 28, 2019	2,629.93
HOA SOLUTIONS, INC	SCREEN CONNECT HOSTING-2020	400.00
HTM SALES, INC	SEALED O-RINGS	25.20
MENARDS	SHOPLIGHT, BULBS, SUPPLIES	154.80
METFLIFE GROUP DIVISION	DENTAL INSURANCE-JAN 2020	359.59
METLIFE GROUP BENEFITS	LIFE INSURANCE-JAN 2020	91.52
METLIFE GROUP BENEFITS	LTD INSURANCE-JAN 2020	107.83

MINUTE RECORD

CLAIMS FOR FEBRUARY 4, 2020

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WASTEWATER (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-15	633.72
OVERHEAD DOOR COMPANY	ADJUSTED DOOR CLUTCH, LUBE	118.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-4	436.39
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,545.18
USA BLUE BOOK	SAFETY VESTS	460.92
		<hr/>
		\$ 21,254.49

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES-OCT/DEC 2019	60,073.00
		<hr/>
		\$ 60,073.00

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-DEC 2019	682.48
HOUSING FOUNDATION FOR SARPY COUNTY	SARPY COUNTY HOUSING STUDY	10,000.00
		<hr/>
		\$ 10,682.48

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 171 BOND PAYMENT	250,190.00
UMB BANK - TRUST OPERATIONS	SID 177 BOND PAYMENT	85,407.50
UMB BANK - TRUST OPERATIONS	SID 180 BOND PAYMENT	307,167.50
		<hr/>
		\$ 642,765.00

TOTAL CLAIMS FOR FEBRUARY 4, 2020 \$ 2,524,788.88

TOTAL PAYROLL FOR JANUARY 24, 2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***8a.**
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: CDBG		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Approve reappointment of David Wees and Richard Casey to the CDBG Committee.

SYNOPSIS/BACKGROUND:

The CDBG Committee has two positions presented for reappointment. Each Council Member recommends an appointee to fill a position on the CDBG Committee. David Wees has been nominated for reappointment by Councilman Preister, and Richard Casey has been nominated for reappointment by Councilman Stinson. The CDBG Committee was created to assist the CDBG Program Administrator with the annual application process by reviewing applications, hearing presentation, and presenting funding recommendation for the City Council's consideration

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 the reappointment of David Wees and Richard Casey to the CDBG Committee.

ATTACHMENTS:

1. <input type="text" value="Wees Appointment Form"/>	2. <input type="text" value="Casey Appointment Form"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

I was contacted by Councilmember Preister about an opening for the CBDG Committee. I would be honored to serve the City of Bellevue in a committee setting to evaluate, screen and select recipients eligible for this program. I have 16 years' service to the City as a councilmember for Ward 5 from 1992 until 2008. This gives me the knowledge of the works of the council, planning department and planning commission. I have always had the wish to volunteer for our City and believe the time, talents, and treasures of volunteers only help our City to be more viable in our community. I am a retired from OPPD with 37 plus years background in the utility industry. If chosen, I would enjoy the responsibility set forth.

Submitted **David B. Wees**

Date: **February 5, 2019**



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City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Richard D. Casey

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

- 28 year active duty Air Force, serving in numerous supervisory, leadership and management positions
 - Retired in 2002 as the Eighth Air Force Command Chief Master Sergeant
 - Responsible for the health, morale and welfare of over 25,000 enlisted personnel assigned to the numbered Air Force
- Director of Transportation, Bellevue Public Schools (2004 - current)
 - Manages a four-million dollar budget, supervises 88 personnel, responsible for the safe and efficient transportation of over 2,500 students daily
- Chairman, Metropolitan Omaha Education Consortium Transportation Committee (2016 - Current)
- Past President, Nebraska School Transportation Association
- Bellevue City Planning Commission (2015 - current)
- Community Development Block Grant (CDBG) Committee Member (2014 - current)
- President, Fontenelle Hills Homeowners Association (2014 - current)
- Bachelor Degree, Aviation Management
- Associate Degree, Personnel Management
- Associate Degree, Aircrew Operations

Submitted by: _____ Date: _____



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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

8b.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Ashley Decker		Human Resources 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:

Employee Handbook Update

SYNOPSIS/BACKGROUND:

A comprehensive review of the Employee Handbook revealed several policies that needed updated, created and/or revised. These changes will help ensure compliance with ever changing State and Federal laws as well as introduce best practice policies, processes and actions.

FISCAL IMPACT: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve revised Employee Handbook for adoption.

ATTACHMENTS:

1. Employee Handbook rev. 02/2020 (redline)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Roblin
[Signature]
[Signature]

CITY OF BELLEVUE, NEBRASKA

EMPLOYEE HANDBOOK



Revised February 4, 2020

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I. INTRODUCTION

A. WELCOME

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

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

B. Mission Statement

The City of Bellevue delivers fiscally responsible, dependable services to the citizens in the community with integrity and professionalism while being held accountable in order to create an environment to live, work, play, and conduct business.

Vision Statement

The City of Bellevue is a collaborative leader delivering exceptional services and enhancing quality of life, while fostering an atmosphere where businesses and citizens can thrive.

Values Statement

Honesty, Ethics, Integrity

We believe honesty, ethics and integrity are the foundation blocks of public trust and confidence.

Community Pride and Partnership

We believe in creating a strong sense of community through partnerships with civic organizations, school districts, and local businesses.

Efficient and Effective Service Delivery

We believe providing services to residents and businesses in an efficient and effective manner makes government easier to work with and create a business-friendly environment.

Fiscal Responsibility

We believe that the prudent stewardship of public funds is essential for confidence in government and positions the City for future success.

Community Safety

We will protect the community by maintaining or improving safety through police and fire protection and by investing and maintaining the infrastructure of the city.

Transparency and Accountability

We believe that open and honest communication is essential for an informed and involved citizenry.

Innovation

We will look for and embrace new and effective ways to do things.

Responsiveness

We will exhibit a sense of urgency – we value time and will use it well.

BC. STATUTES, COLLECTIVE BARGAINING AGREEMENTS & INDIVIDUAL EMPLOYEE CONTRACTS

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

CD. MANAGEMENT RIGHTS

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

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

ED. ORGANIZATION FOR CITY ADMINISTRATION

1. City Administrator

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

2. Civil Service Commission

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

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

II. EMPLOYMENT POLICIES

A. AT-WILL EMPLOYMENT

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

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

B. IMMIGRATION LAW COMPLIANCE

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

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

It is a violation of this policy to discriminate against any individual based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other

prohibited basis of discrimination under applicable federal, state or local law. Any member of management who knowingly allows or tolerates discrimination is in violation of this policy.

If you believe you have been discriminated against, you must immediately report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; or (2) your department Director; (3) the Human Resources ~~Director~~ Manager; ~~(4) the Administrative Services Director; or (5) the City Administrator.~~ Supervisors receiving a complaint must immediately report it to their department Director or Human Resources Director.

D. WORKPLACE BULLYING

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

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

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

Any member of management who knowingly allows or tolerates workplace bullying is in violation of this policy. If you believe you have been bullied against, you must immediately report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources ~~Director~~ Manager; ~~(4) the Administrative Services Director; or (5) the City Administrator.~~ Supervisors receiving a complaint must immediately report it to their department Director or Human Resource Director.

E. HARASSMENT-FREE WORKPLACE

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

1. Unlawful Harassment/Discrimination: The City strives to maintain a work environment that is free from all forms of unlawful harassment based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other characteristic protected by applicable federal, state or local law (referred to in this policy as a “protected characteristic”). This policy prohibits unlawful harassment based on any of these **protected** characteristics occurring before, during, or after work hours and regardless of whether it occurs on City property. The City’s Harassment-Free policy also encompasses any and all forms of harassment, or bullying, through social media sites or other electronic communication outlets. These forms of communication include, but are not limited to, email, text messaging, instant messaging, and social networking sites such as Facebook, Twitter, Instagram, and LinkedIn. Unlawful harassment may encompass a wide variety of verbal, non-verbal, and physical behaviors, which may be sexual or non-sexual in nature.

- a. **Non-sexual harassment** is conduct that is offensive, threatening, intimidating, or shows hostility toward an individual because of a **protected characteristic** his or her age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other protected characteristic. ~~Non-sexual harassment means unwelcome conduct of a severe or pervasive nature that:~~ (1) unreasonably interferes with an employee’s work performance; (2) creates an abusive, intimidating, hostile, or offensive work environment; or, (3) is made a condition of employment.

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

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

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

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

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

3. Harassment: Harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of the City. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

a. Unwelcome conduct of a severe or pervasive nature that:

- i. unreasonably interferes with an employee's work performance;
- ii. creates an abusive, intimidating, hostile, or offensive work environment; or
- iii. is made a condition of employment

b. Belittling, denigrating, insulting, or ridiculing an individual; and

c. Making repeated comments that are offensive or unwelcome.

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

If you believe you have been harassed ~~against~~, you must immediately report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director; ~~(4) the Administrative Services Director; or (4) the City Administrator.~~ Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

~~The City strives to maintain a work environment that is free from all forms of unlawful harassment based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other characteristic protected by applicable federal, state or local law (referred to in this policy as a "protected characteristic"). This policy prohibits unlawful harassment based on any of these characteristics occurring before, during, or after work hours and regardless of whether it occurs on City property. The City's Harassment-Free policy also encompasses any and all forms of harassment, or bullying, through social media sites or other electronic communication outlets. These forms of communication include, but are not limited to, email, text messaging, instant messaging, and social networking sites such as Facebook, Twitter, Instagram, and LinkedIn.~~

~~Unlawful harassment may encompass a wide variety of verbal, non-verbal, and physical behaviors, which may be sexual or non-sexual in nature.~~

~~1. Sexual harassment means unwelcome sexual conduct of a severe or pervasive nature that unreasonably interferes with an employee's work performance, or creates an abusive, intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual advances and/or propositions, requests and/or pressure for sexual favors, physical contact of a sexual nature, sexually explicit language and/or gestures, and other conduct of a sexual nature when such conduct is used as the basis for employment decisions or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.~~

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

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

~~2. Non-sexual harassment is conduct that is offensive, threatening, intimidating, or shows hostility toward an individual because of his or her age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other protected characteristic. Non-sexual harassment means unwelcome conduct of a severe or pervasive nature that: (1) unreasonably interferes with an employee's work performance; (2) creates an abusive, intimidating, hostile, or offensive work environment; or, (3) is made a condition of employment.~~

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

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

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

~~If you believe you have been harassed against, you must immediately report your concerns to one of the following individuals: (1) your immediate supervisor; (2) your department Director; (3) the Human Resources Manager; (4) the Administrative Services Director; or (5) the City Administrator. Supervisors receiving a complaint must immediately report it to their department Director.~~

F. WORKPLACE VIOLENCE

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

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

1. assaulting
2. damaging property
3. fighting
4. harassing
5. injuring
6. intimidating
7. pushing/shoving
8. threatening
9. any other behavior that could reasonably cause an individual to fear for his/her safety

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

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

You must immediately report any actual or threatened violence to one of the following individuals within thirty (30) days:- (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. ~~Manager;~~ (4) ~~the Administrative Services Director;~~ or ~~(45) the City Administrator.~~ If necessary, call 911. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resource Director.

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

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

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

1. Notification

Any employee who is not comfortable in directly approaching the person responsible for the bullying, harassment or workplace violence or whose request to stop was unsuccessful should notify any one or all of the following:

- a. Their Director
- ~~b. City Administrator~~
- ~~b.~~ Human Resources ~~Director-Manager~~
- ~~cd.~~ Police Department (402) 293-3100; or call 911, if in immediate danger; ~~or~~ —
- ~~de.~~ Immediate supervisor; ~~or~~ —
- ~~—~~ f. Department Head

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

2. Corrective and/or disciplinary action will be taken whenever:

- a. Any bullying, harassment or workplace violence has occurred; or
- b. When a Supervisor has known or should have known of the bullying, harassment or workplace violence behavior and the Supervisor failed to take action to stop such bullying, harassment or workplace violence.

3. Investigation

If applicable, the Director, The Human Resources Director, City Administrator, or his/her designee in conjunction with the City Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The City Administrator has the option of consulting with or hiring an outside independent agency to perform the investigation and make findings of fact with respect to the harassment complaint or has the option to assign the investigation to be completed by an individual employed within the City. Hereafter in this policy the designated representative of the City to conduct the investigation will be referred to as the "City Investigator". The City Administrator or his/her designee also reserves the right to dismiss the complaint without investigation if they deem appropriate or there are insufficient facts or allegations presented to warrant

an investigation, or that the complaint is not in compliance with other departmental policies and timelines for filing. The investigation will be conducted quickly, thoroughly and confidentially, and every effort will be made to protect the rights of the accuser, as well as the accused.

a) The following procedures will be followed in the investigation of a complaint of harassment, bullying, or workplace violence:

i. Where practical, the investigation will begin the day the conduct is reported or discovered;

ii. The employee shall put the complaint in writing;

iii. The complaint will be provided to the accused;

iv. The complainant and the accused will be notified in writing of the assigned City Investigator;

v. The City Investigator will interview the employee complaining in a private area. The interview will be thoroughly documented and reviewed for accuracy with the employee. at the end of the interview.

vi. The City Investigator will interview the accused alleged harasser in a private area. The interview will be thoroughly documented and reviewed for the accuracy with the employee. at the end of the interview.

vii. The City Investigator will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with each witness interviewed. Each witness will be advised of the requirement to maintain the interview confidential so as to protect the rights of all parties involved. Any employee witness who fails to maintain confidentiality will be subject to disciplinary action. The City Investigator shall have the power to compel the attendance and statements of witnesses that are City Employees for the investigation of said complaint that may come before the City Investigator. If a City Investigator compels a witness to attend an interview, the witness shall receive at least forty-eight (48) hour notice prior to the interview, unless extenuating circumstances arise and the City Administrator authorizes an interview and waives said notice. All witnesses interviewed will have the right to have their attorney and/or union representative present if they so desire. All witnesses are required to be truthful and forthcoming with information during interviews. Any employee witness who fails to attend and/or provide a statement will be subject to disciplinary action.

viii. All interviews of the complainant, accused, and any employee witness will be typed and provided to the interviewee to review for accuracy. After review for accuracy, the statements shall be signed by the interviewee.

The City Administrator, or his/her designee, has the authority to place an employee on paid or unpaid Administrative Leave during the investigation process. The employee will retain all benefits, leave and pay during this period. The employee shall be available during their regularly

scheduled hours of work to be contacted to meet with appropriate City officials and the City Investigator.

If applicable, the Director, Human Resources Manager or City Administrator, in conjunction with the City Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The City Administrator has the option of consulting with or hiring an outside independent agency to perform the investigation and make findings of fact with respect to the harassment complaint. Hereafter in this policy the designated representative of the City to conduct the investigation will be referred to as the "City Investigator". The investigation will be conducted quickly, thoroughly and confidentially, and every effort will be made to protect the rights of the accuser, as well as the accused.

- a. The following procedures will be followed in the investigation of a complaint of harassment:
 - i. Where practical, the investigation will begin the day the conduct is reported or discovered.
 - ii. The employee shall put the complaint in writing.
 - iii. The City Investigator will interview the employee complaining in a private area. The interview will be thoroughly documented and reviewed for accuracy with the employee at the end of the interview.
 - iv. The City Investigator will interview the alleged harasser in a private area. The interview will be thoroughly documented and reviewed for the accuracy with the employee at the end of the interview.
 - v. The City Investigator will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with each witness interviewed at the end of the interview. Each witness will be advised of the requirement to maintain the interview contents confidential so as to protect the rights of all parties involved. Any employee witness who fails to maintain confidentiality will be subject to disciplinary action.

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

4. Investigation Results

Upon completion of a thorough investigation, the City's Investigator will determine whether the complaint is substantiated or unsubstantiated.

a. Substantiated Complaint

If it is determined that there is evidence to substantiate the complaint, disciplinary action will be taken up to and including termination. The disciplinary action taken will depend upon the severity of the offense. A record of disciplinary action taken will become part of the accused employee's personnel file. Once disciplinary action is taken the Director and/or City Administrator will ensure its effectiveness by continuing to monitor the situation. Any substantiated claim that violates the City's "Workplace Violence" policy will be grounds for immediate termination. Workplace violence offenses are not subject to the progressive discipline process.

b. Unsubstantiated or Inconclusive Complaint

If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether any offense did or did not occur, the City's policy against bullying, harassment and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment or workplace violence.

c. Exonerated: If it is determined that the allegations in the complaint did occur but that the employee involved acted lawfully and properly, the complaint will be closed with a finding of exonerated and the City's policy against bullying, harassment, and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment, or workplace violence.

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

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

An investigation report will be prepared by the City's Investigator which summarizes all interviews and conclusions. The employee's department Director shall then make a recommendation for any disciplinary action (if applicable) to the City Administrator. The City Administrator. This report, along with notes, written complaints, statements and copies of relative documents will be maintained in a separate, confidential file in the City Attorney and Human Resources Director's Manager's offices.

H. DISABILITY ACCOMMODATION

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

1. Eligibility

The City will engage in the interactive process to find reasonable accommodation for qualified

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

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

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

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

2. Procedures

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

3. Terms Used in the Policy

As used in this ADA policy, the following terms have the indicated meaning:

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

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

"Major bodily functions," is a term included in the Americans with Disabilities Act Amendments Act (ADAAA), and may include physical or mental impairment such as any physiological disorder condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual

or

disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

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

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

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

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

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

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

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

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

I. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The City affords eligible employees with leave under the Family and Medical Leave Act (“FMLA”) and posts the Department of Labor’s (“DOL”) Notice about the FMLA. The City’s policy and posting provide a

general description of the FMLA and employees' basic FMLA rights and responsibilities. Should any conflict arise between this policy and applicable law, the City will provide employees with all rights under the law. If you have any questions, concerns, or disputes with this policy, you must contact the Human Resources ~~Director-Manager~~ or the Administrative Services Director in writing.

1. Eligibility

To be eligible for such leave, an employee must have worked for the City for:

- a. at least 12 months, which need not be consecutive provided that any break in service does not exceed seven years; and,
- b. at least 1,250 hours during the 12-month period immediately before the date the leave will begin. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

2. Length of & Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- a. the birth or adoption of a child, or placement of a child for foster care within one year of the birth, adoption or placement;
- b. to care for a spouse, child, or parent who has a serious health condition;
- c. for a serious health condition that renders the employee unable to perform the essential functions of his/her job; and,
- d. for a qualifying exigency when a spouse, child, or parent is a military member on covered active duty or called to covered active duty.

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

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

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

3. Benefits & Conditions of Leave

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

The City will continue an employee's health, dental, and life insurance benefits while on FMLA leave at the same level and under the same conditions as if the employee continued working. The City will continue to withhold insurance premiums from the paychecks of employees using paid leave while on FMLA leave. Employees who exhaust paid leave while on FMLA must submit insurance premium payments directly to the Human Resources ~~Director~~ Manager. The City's insurance

providers may discontinue an employee's insurance coverage if the employee fails to pay his/her insurance premiums by the 1st day of each month while on FMLA leave. The City will notify the employee 15 days in advance of a loss of insurance coverage.

4. Notification and Certification

Employees who wish to take FMLA leave must submit written notice of the need for leave to the Human Resources ~~Director~~ Manager or Administrative Services Director. When the need for leave is

foreseeable, employees must provide 30 days advance notice. When the need is unforeseeable, or the need for leave arises less than 30 days in advance, employees must provide notice as soon as practicable, normally either the same day or the next business day. Employees who are absent from work while on sick leave for five or more consecutive work days must notify the ~~Human Resources Manager or Administrative Services Director~~ Human Resources Director in writing of such absences. Supervisors

must also report employee absences of five (5) days duration, or longer.

Within five business days after receiving notice of the need for FMLA leave or notice of five consecutive absences for sick leave, the Human Resources ~~Director~~ Manager or Administrative Services

~~Director~~, or his/her designee, will provide the employee with the DOL's Notice of Eligibility and Rights Form WH-381. This notice will advise the employee if he/she is eligible for FMLA leave and if the absence or expected absence qualifies as FMLA leave.

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

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

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

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

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

- a. every 6 months;
- b. every 30 days when circumstances have changed significantly;
- c. upon receiving information that causes doubt as to the reason for the absence; or,
- d. when an employee seeks an extension of FMLA leave.

5. Return to Work

Before returning to work from FMLA leave, an employee must notify the ~~Human Resources Manager or Administrative Services~~ Director of his/her intent to return to work. The Human Resources Manager or Administrative Services Director, or his/her designee, may require an employee on leave for a serious health condition to provide a medical certification verifying that he/she is able to perform the essential functions of his/her job.

6. Terms Used in the Policy

As used in this FMLA policy, the following terms have the indicated meaning:

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

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

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

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

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

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

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

“Covered servicemember” means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or, (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Eligible employees

under this provision may not take leave under this provision to care for members on the permanent disability retired list.

J. HIPAA

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

III. GENERAL POLICIES & PRACTICES

A. CONFLICT OF INTEREST

The City prohibits employees from having any interest in or engaging in any transaction, employment, activity, or enterprise that conflicts with their duties. Examples of a conflict of interest include, but are not limited to:

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

B. ELECTRONIC COMMUNICATIONS

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

employee or a member of City Council have to wait for assistance as a result of a personal telephone call, text, email, or any other type of communication.

Prohibited use

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

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

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

C. RETURNING TELEPHONE CALLS

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

D. INTRODUCTORY PERIOD

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

1. Nature, Purpose and Duration

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

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

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

2. Appointment or Termination

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

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

3. Promotions During Introductory Period

The serving of an introductory period will not prevent an employee from being appointed to a position of a higher classification.

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

4. Reassignment During Introductory Period

Reassignment of an employee during their introductory period will be approved by the City Administrator prior to the reassignment.

5. Leave During Introductory Period

An introductory employee will accrue sick leave and vacation leave during this period and may utilize both to the extent it has accrued.

E. JOB POSTINGS AND PROMOTIONS

The City believes in providing its employees with promotional opportunities and will normally post job vacancies internally. However, when in the City's best interest, the City will post job vacancies internally

and externally to allow non-employee candidates the opportunity to apply. If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

F. UPGRADES

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

G. MEDIA POLICY

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

H. NEPOTISM

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

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

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

disciplinary actions, and leave requests.

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

I. NON-FRATERNIZATION

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

For purposes of this policy the following definitions should apply:

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

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

Reporting and Review:

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

If a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If at the time of the implementation of this policy a personal relationship exists, the same must be disclosed to the City Administrator and Human Resources Director within ten (10) days of signing receipt of this Employee Handbook.

b. Review: The City Administrator shall review, with the assistance of the Human Resources Director, if any personal relationship between employees creates potential for misunderstandings, actual or potential conflicts of interest, potential complaints of favoritism, potential claims of sexual harassment, has the potential to effect employee morale, potential for creating a hostile work environment, potential for harassing, demeaning, unprofessional work environment, or presents concerns regarding supervision, safety, security and/or morale or if it impairs the work for any employee and/or dissension problems that can potentially result from personal relationships between employees within the City.

If it is determined by the City Administrator that there is a potential for any of the above circumstances as described that arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment within the City. The individuals involved will be given the opportunity to decide who would transfer and if no decision is made by the individuals within 15 calendar days, the City Administrator may determine who will be transferred. The City of Bellevue reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in personal relationships that may affect terms and conditions of employment.

If fraternization between employees leads to actual conflicts or issues in the work place, the individuals involved may be subject to disciplinary action.

In all circumstances, consent by the parties may not be considered a defense against a charge of fraternization if any proceeding conducted under this policy or Employee Handbook.

II. LACTATION/BREASTFEEDING POLICY

Breastfeeding employees are allowed to express milk during work hours using their normal breaks and meal times. If time should be needed beyond the usual break times, employees may use other forms of paid leave. A private room (not a toilet stall or restroom) will be available for employees to express milk.

KJ. OUTSIDE EMPLOYMENT

Employees may engage in outside employment so long as that employment does not create a conflict of interest or a conflict with the performance of his/her duties with the City. Employees that do engage in outside employment must report the place of business and type of position to their Department Director.

LK. PERFORMANCE MANAGEMENT

The foundation of Performance Management begins with the City of Bellevue's mission, vision, statement, goals, and core values. The basic purpose of Performance Management is to: understand what work is to be accomplished; plan together how work will be accomplished; and determine together whether employee performance achieved the expectations of their job description as well as City policy. The information obtained during the Performance Management process will be used to determine overall job performance. The City utilizes the Performance Evaluation Form as found on the City intranet.

ML. CONFIDENTIALITY

Upon accepting employment with the City of Bellevue, employees must act in such a manner that would reasonably provide for the nondisclosure or use of any confidential information, either during or after employment. Employment assumes an obligation to maintain confidentiality, and this applies after leaving City employment as well. City employees who do not maintain confidentiality of sensitive and restricted City information could be subject to disciplinary action up to and including termination. Employees acknowledge that all confidential business information, personal information, and other employee personnel information ("Protected Information") that an employee may obtain as part of their job function while employed by the City shall be deemed confidential and proprietary to the City. Employees shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the City and Employee.

N. RECORDINGS

The City of Bellevue has a strong interest in maintaining a safe and secure working environment.

For these reasons, an employee may only use electronic recording devices in the work environment if:

1. All employees that may be recorded have been informed in advance; or
2. The City Administrator or Department Director has authorized the recording as part of an internal affairs investigation, criminal investigation, or other work-related purpose.

Examples of electronic recording devices include, but are not limited to, cellular telephones, digital cameras, stand-alone video cameras, Internet accessible webcams, video recorders, audio recorders, body-cameras, dash-cameras and software designed to monitor computer use by a specific user.

This policy is not intended to infringe on an employee's right to engage in activity protected by law.

A violation of this policy may result in disciplinary action, up to and including termination.

MO. ADMINISTRATION OF DOCUMENTS

Appropriate handling and maintaining confidentiality of City documents is a requirement. Each staff member who handles department documents is responsible for maintaining confidentiality and to effectively manage retention of assigned documents. If employees are questioned by someone outside the City regarding confidential City information, the request should be referred to the City Administrator for approval.

No one is permitted to remove or make copies of confidential City records, reports or documents without prior Supervisor approval. Any documents covered under public record laws are excluded under this policy. Disclosure of confidential information could lead to disciplinary action up to and including termination, as well as other possible legal action.

NP. PERSONNEL RECORDS

The ~~Human Resources~~~~Administrative Services~~ Department maintains employee personnel records and treats them as confidential. Employees, or their designated representatives, may review their personnel records. The City requires a two (2) day notice to provide files for viewing. Any outside entities (i.e. non-personnel staff, union representative, the employee or other outside entities) will be required to sign an access log when viewing an employee file. Absent a valid court order, subpoena, or government or law enforcement investigation, only individuals with a need to know may access personnel records. All reviews of personnel records must take place in the ~~Human Resources~~ ~~Administrative Services~~ Department and no one may remove any personnel record from that department.

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, beneficiaries, individuals to be contacted in the event of an emergency and other such status reports should be accurate and current at all times.

OQ. POLITICAL ACTIVITIES

Employees may not engage in political activities during their normally scheduled work hours, but may choose to use vacation or take unpaid leave to do so. Approval of leave will be determined based on the guidelines of each respective policy. Employees may not wear their official City uniform while engaging in political activities, regardless of the time or place of those activities.

Employees may not use their official position or authority to campaign for or otherwise further the cause of any political party or candidate for public office. Employees also may not use their official position or authority to give or receive political favors or to politically coerce or unduly influence others.

PR. REDUCTION IN FORCE

The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority. Written notice of a layoff for administrative reasons will be given fourteen (14) work days prior to the effective date unless an emergency exists. Upon receiving the written notice of lay off, the employee may be requested to cease working immediately however shall receive their normal wages as if they were employed and working for 14 work days. Employees will be eligible for rehire for a period of six months from the date their layoff.

QS. SEPARATION FROM EMPLOYMENT

Employees wishing to retire or leave employment with the City must give their department Director and/or the City Administrator written notice of their intention to resign. To allow the City sufficient time to fill a position, the City encourages employees in management positions to submit this notice at least 30 calendar days prior to their desired final work day. The City encourages all other employees to submit this notice at least 14 calendar days prior to their desired final work day.

Employees who resign or separate from the City must return all City property, including but not limited to laptops, cell phones, personal digital assistants, identification cards, tools, equipment, uniforms, keys, and key fobs, to their immediate supervisor before receiving a final paycheck.

Employees who resign or separate from the City as a result of a reduction in force or discharge will receive their final paycheck on the first regularly scheduled payday following the date of separation. The final paycheck will include a payout of all accumulated vacation leave.

Employees shall receive a payout of sick leave in accordance with their respective collective bargaining agreements; unclassified employees shall be paid out as outlined in Appendix F of this handbook. Such payouts will be available in the event of their resignation/retirement in good standing, or death. Discharged employees are ineligible for sick leave payouts in any amount.

Employees who separate from employment with the City in good standing are eligible for re-hire. Employees who separate from employment with the City as a result of a discharge are ineligible for re-hire.

RT. SOLICITATION AND DISTRIBUTION

To prevent the disruption of work and to maintain a business-like work environment, the City prohibits the distribution of printed materials, selling of products or services, or solicitation for any purpose during actual working time. With prior written approval of your Department Director, employees may place printed materials and/or solicitations on employee bulletin boards and/or on City property.

SU. TRAVEL POLICY

See Appendix E for the City's travel policy.

TV. SMOKE-FREE WORKPLACE

The City prohibits smoking and/or vaping in any City building, facility, vehicle or equipment. In accordance with Nebraska law, any person violating the Nebraska Clean Indoor Air Act may be charged with a misdemeanor and subject to disciplinary action in accordance with the City's progressive discipline policy. Violations of this policy, should they not violate the Nebraska Clean Indoor Air Act, are still subject to progressive discipline.

UW. APPEARANCE/DRESS POLICY

All employees are required to dress appropriately for a business/customer service environment. Directors may specify any additional or alternative requirements necessary for reasons of employee safety or public health.

UX. RETALIATION

It is a violation of City policy to retaliate against, intimidate, or harass any individual who exercises his/her rights or files a complaint under any of the City's policies, opposes any act or practice that violates City policy, or participates in any investigation, review, or hearing related to a complaint filed under City policy. Any member of management who knowingly allows or tolerates retaliation is in violation of this policy as well. All reported violations will be investigated by the City.

If you believe you are the subject of retaliation, you must immediately report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources ~~Director~~ Manager; ~~(4) the Administrative Services Director; or (45) the City Administrator.~~ Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

WY. WHISTLEBLOWER

The City will protect employees who exhibit good faith in reporting what they reasonably consider to be violations of federal, state or local statutes, or conditions that would put their health or safety, or that of other employees, at risk. The City has established reporting procedures for all such violations, conditions or circumstances, and we ask that our employees give us the opportunity to investigate and act take action to correct the problem. No employee will be discharged, retaliated against, or discriminated against in any manner for reporting what they in good faith believe to be such problems.

XZ. GRIEVANCE PROCEDURE

The City designed the following three-step procedure to address and resolve employee grievances concerning his/her suspension, demotion, discharge or the application or interpretation of City policy. Failure to present a grievance, as well as failure to appeal a grievance, within the time period specified will void and prevent any future consideration of the grievance. Failure to answer within the time allowed, at any step, will allow the person filing the grievance to appeal to the next step.

Step 1

An employee wishing to file a grievance must submit the following information in writing to his/her immediate supervisor within ten (10) business days of the action giving rise to the grievance:

1. the employee's name;
2. a detailed description of the action(s) on which the grievance is based;
3. the date(s) of the action(s);
4. the names of all witnesses to, or persons with knowledge of, the action(s);
5. the City policy(ies) and/or procedure(s) allegedly violated, if applicable; and,
6. the requested remedy.

The employee's immediate supervisor will review the grievance and may meet with the employee to discuss the grievance. The immediate supervisor will consider the information presented and issue a written decision to the employee, typically within ten (10) business days of receiving the written grievance.

Step 2

An employee who is dissatisfied with his/her immediate supervisor's written decision may appeal that decision to his/her department Director. Within five (5) business days from the date of the immediate supervisor's decision, the employee must submit a copy of the initial grievance and the immediate supervisor's decision to the department Director. The department Director will review the employee's grievance and the immediate supervisor's decision and may meet with the employee. The department Director will consider the information presented and issue a written decision to the employee, within ten (10) business days of receiving the appeal.

Step 3

An employee who is dissatisfied with his/her department Director's written decision may appeal that decision to the City Administrator. Within five (5) business days from the date of the department Director's decision, the employee must submit to the City Administrator a copy of the initial grievance, the immediate supervisor's decision, the department Director's decision, and if desired, a request to meet with the City Administrator. The City Administrator will review and consider the information presented. The City Administrator will meet with the employee, if requested (so long as employee has already complied with Step 1 and 2), and the department Director, ~~Administrative Services Director, Human Resources Manager~~ Director, and/or legal counsel may attend the meeting. The City Administrator will issue a written decision to the employee, typically within ten (10) business days of receiving the appeal or meeting with the employee.

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved. Copies of the grievance, and the answers thereto, at all steps in the procedure outlined above will be submitted to the City Administrator who shall determine the distribution of said grievance. If an employee is called upon to give testimony on his or her grievance, said employee will have the right to be represented by any

person of their choice if the employee so desires. An extension to the number of days in any step must be mutually agreed upon by the City and the employee. The grievance procedure in any respective collective bargaining agreement will be utilized for those employees that such agreement covers.

YAA. PRESS RELEASE POLICY

See Appendix C for information regarding the City's press release policy.

IV. SAFETY AND SECURITY POLICIES

A. CELL PHONES AND PDA'S

The City recognizes that many employees have personal cell phones and/or personal digital assistants ("PDAs") used for non-work-related matters. To foster productivity and limit disruption in the workplace, employees may only use these devices for non-work-related matters during breaks and meal periods or in emergency situations.

To ensure the safety of all City employees and general public, cell phones and City radio use are discouraged while operating City vehicles/equipment, except for emergency vehicle operations. Whenever possible, pull over to a safe area and park the vehicle before answering or making a call. The act of sending, receiving or reading any electronic message (text, email, etc.) while operating City vehicles/equipment is strictly prohibited.

B. PHYSICAL EXAMINATIONS

The City may require an employee, as a condition of employment or continued employment, to submit to undergo a physical examination when related to the applicant's or the employee's job and consistent with business necessity. The City will pay for the cost of the examination. The City will also select a health care provider to perform the examination, who will determine whether the employee is fit for duty and able to perform the essential functions of his/her job and/or whether the employee will not pose a risk of substantial harm to himself/herself or the health or safety of others. The City will maintain the confidentiality of all information regarding the applicant's or the employee's medical history and will disclose the results only to those with a need to know.

The City expects applicants and employees to provide accurate and complete information to the health care provider, which includes the disclosure of the need to use prescription and/or nonprescription legal drugs at work. At any time of employment, employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who provide inaccurate or incomplete information to the health care provider or who refuse to submit to or do not pass a physical examination. The City will discipline, up to and including discharging, employees who fail to provide accurate or incomplete information to the health care provider or who refuse to submit to a physical examination.

C. DRUG AND ALCOHOL-FREE WORKPLACE

The City seeks to maintain a drug-free workplace for the safety and health of its employees and citizens. Being impaired may pose serious safety and health risks, not only to the user, but to all employees and citizens exposed to the user as well as the security of the City's equipment and facilities. The possession, use or sale of alcohol or illegal drugs in the workplace pose unacceptable risks for the City's safe and efficient operations. Accordingly, it is the City's right, obligation and intent to maintain a safe and efficient working environment for all of its employees and to protect City property, equipment, operations, and citizens. This Policy applies to all employees as well as prospective employees.

1. Substances

- a. **Illegal Drugs¹ and Alcohol².** The City prohibits employees from being under the influence of, or using, in possession of, manufacturing, purchasing, selling, dispensing, or distributing alcohol or illegal drugs while performing work for the City, while operating City vehicles or equipment, or while on City property. This policy does not prohibit employees who are not performing work for the City or operating City vehicles or equipment from consuming, possessing, purchasing, selling, dispensing or distributing alcohol at City-sponsored or City-sanctioned social functions on City property.

The presence, in any detectable amount, of any illegal drug in an employee while performing City business or while in a City facility is prohibited.

- b. **Legal Drugs³.** The City further prohibits employees from using or being under the influence of any legally obtained drug, whether prescribed or over-the-counter, while performing work for the City, while operating City vehicles or equipment, or while on City property to the extent such use or influence may affect: (1) the safety of the employee; (2) the safety of other City employees or members of the public; (3) the employee's job performance; or, (4) the City's safe or efficient operation. Employees are under no obligation to reveal use of a legally obtained drug unless they know or reasonably should know that the drug would have one or more of these effects.

c. Cannabidiol : The City does not prohibit the use of Cannabidiol (also known as CBD), however any employee using any Cannabidiol or CBD products should use said product at their own risks because the City does prohibit tetrahydrocannabinol (THC). Some Cannabidiol and/or CBD may contain THC, the psychoactive ingredient found in marijuana that produces a high. Should any employee decide to utilize Cannabidiol/CBD and the employee test positive for THC from the purported use of the products, the City may impose disciplinary action.

Employees must inform their supervisor within 24 hours of being given a citation and/or receiving a conviction of a drug or alcohol related offense committed while the employee was on work premises or representing the City in any official capacity.

¹ "Illegal Drug" means: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This definition also includes marijuana, even if such substance is legal in a state other than Nebraska.

² Alcohol means any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor, alcohol, spirits, wine, and beer, as further defined in Nebraska Revised Statute 53-103.01, 53-103.03, 53-103.38 and 53-103.42, every liquid or solid patented or not, containing alcohol, spirits, wine, or beer and alcohol used in the manufacture of denatured alcohol extracts, syrups, or medicinal, mechanical, scientific, culinary, and toilet preparations. (State Law Reference: Neb. Rev. Stat. 48-1902(1)).

³ "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

⁴ "Cannabidiol or CBD" comes from either the marijuana plant or the hemp plant. It was made available to consumers by the 2018 Farm Bill, which allows for production and sale of CBD products. Pure CBD does not contain tetrahydrocannabinol (THC). CBD products come in several forms including makeup, oils, lotions, creams, vapors, beverages and various edibles. Most CBD products are not regulated by the FDA with the exception of a prescription oil known as Epidiolex. Some CBD products may contain THC. Currently, there is not a test kit available that can presumptively distinguish between legal Hemp/CBD and illegal cannabis/THC.

Employees who are off duty and under the influence of alcohol or drugs must refuse emergency calls.

2. Drug and Alcohol Screening

At the City's discretion, it may require an employee to submit to drug and/or alcohol testing in the following circumstances:

- a. **Pre-employment.** The City requires all applicants, upon receiving an offer of employment with the City, to submit to a drug and/or alcohol test. Employment with the City is conditional on passing that test. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who refuse to submit to, or fail, drug and/or alcohol testing.
- b. **Reasonable Suspicion.** The City may require an employee to undergo such testing where management has a reasonable suspicion based on observation or reports to believe that an employee is using or has used drugs and/or alcohol in violation of this policy. The Human Resources ~~Director Manager or the Administrative Services Director~~ should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (located on City Intranet and HRIS system) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor, along with another member of management, should confront the employee with the documentation. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*
- c. **Injury or Accident.** The City may require an employee to undergo drug and/or alcohol testing if the employee: sustains a personal injury in the workplace that requires medical treatment beyond first aid; has an injury that results in days away from work, restricted work or transfer to another job; has an injury that results in loss of consciousness; has been involved in a workplace accident where another individual has sustained a personal injury resulting in medical treatment; is involved in any incident resulting in the loss of human life; receives a ticket for a moving traffic violation arising from an accident; is involved in a workplace accident resulting in property damage of \$1,000 or more.
- d. **Follow-up.** The City may require an employee to undergo such testing for a minimum period of one year (maximum period of 60 months) following a previous positive test result.

The City generally will use the collection and testing procedures established by the State of Nebraska and the United States Department of Transportation for drivers of commercial motor vehicles. The City will pay the cost of all initial and confirmatory drug and/or alcohol tests, and will pay any lost wages for submitting to tests before or after an employee's regular work hours. The City will treat as confidential the results of drug and/or alcohol testing and will disclose the results only to those with a need to know. An employee's consent to submit to testing is required as a condition of employment. Any employee who refuses to submit to a required drug or alcohol test, or who attempts to invalidate or commit fraud concerning the test, or who fails to appear for a scheduled test in a timely manner, without prior written permission from the City, will be discharged.

3. DUI and DWI

Any City employee that is arrested for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is required to notify their supervisor as soon as possible. Should an employee have their operator's license or Commercial Driver's License (CDL) suspended or revoked due to a DUI or DWI the employee must notify their supervisor immediately. Any employee required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), and is convicted of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI), will be subject to disciplinary action as outlined in section 4 of this policy. As described in City-owned vehicle policy, no employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours.

4. Disciplinary Action

Any employee that violates any provision of the City's Drug and Alcohol Free Workplace policy is subject to disciplinary action, up to and including termination. Based upon a review of the employee's overall work record (including, but not limited to, attendance, prior disciplinary actions within the last 3 years as well as performance evaluations) and the circumstances of the case (including, but not limited to, the ability of the City to reasonably accommodate the employee if modified job duties would be necessary as well as the severity of the offense), the City may decide to forego termination and impose another form of discipline (suspension, demotion, or any combination of the two) and require that the employee submit to rehabilitation and place the employee on a "Last Chance" agreement.

In such event, the employee must immediately enroll in and successfully complete an approved rehabilitation program, of which, the employee will be responsible for all related costs. An employee required by the treatment program to take time off must use accumulated sick leave, compensatory time or vacation leave to the extent it is available in the employee's account. Employees who do accept a "Last Chance" agreement as a term of continued employment are subject to follow-up testing as outlined in section 2d of the City's Drug and Alcohol Free Workplace policy.

The "Last Chance" agreement shall apply to current employment, and if applicable, subsequent reemployment(s) for a period not to exceed 15 years of total employment. If the employee on a "Last Chance" agreement tests positive in follow up testing, or tests positive under reasonable suspicion or post injury/accident, they will be subject to immediate termination.

Additionally, should any employee on a "Last Chance" agreement, that is required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), be convicted of subsequent Driving Under the Influence (DUI) or Driving While

Intoxicated (DWI) offenses, they will be subject to immediate termination. The employee will waive all rights to contest any termination resulting from a violation of the "Last Chance" agreement.

The City encourages employees who suffer from alcohol or drug abuse to obtain treatment. It is the employees' responsibility to seek assistance before alcohol and drug problems lead to disciplinary action, which may include discharge. The employee's decision to seek assistance, will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Once a violation of this Policy occurs, seeking or undergoing rehabilitation will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

D. MODIFIED DUTY

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Police and Fire Departments will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

Eligible employee means any employee who:

1. suffers from a work-related or non-work-related, medically certified illness, injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Risk Manager (Return-to-work Coordinator) Safety and Insurance Coordinator or Return-to-Work Coordinator. The Risk Manager (Return-to-work Coordinator) Safety and Insurance Coordinator or Return-to-Work Coordinator will determine whether the employee is eligible and will notify the employee of that determination. Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare

provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment (i.e. full duty with no restrictions).

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the ~~Risk Manager (Return-to-work Coordinator) Safety and Insurance Coordinator or Return-to-Work Coordinator~~ for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by ~~Risk Manager (Return-to-work Coordinator) Safety and Insurance Coordinator or Return-to-Work Coordinator~~. Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the ~~Risk Manager (Return-to-work Coordinator) Safety and Insurance Coordinator or Return-to-Work Coordinator~~.

E. CITY-OWNED VEHICLES

City vehicles are provided to support work activities and are to be used only by qualified and authorized employees. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost. Seat belts will be worn at all times when driving or riding in a City vehicle.

1. Authorization

Employees who are authorized to use a City vehicle must meet the following requirements:

- a. Must be at least 18 years of age;
- b. Must meet licensing requirements for the class of vehicle being operated;
- c. Comply with all restrictions listed on their driver's license;
- d. Must consent to the City obtaining their official driving record, if requested;
- e. Wear seat belts and ensure that all passengers are wearing seat belts;
- f. Operate the vehicle in a safe manner;
- g. Obey all federal, state, and local laws, regulations, and rules of the road;
- h. Drive defensively to avoid injuries and property damage;
- i. Notify their Department Director or the City Administrator should they receive a citation while driving a City vehicle; and,
- j. Keep vehicles clean and free of debris.

2. Disqualifications

Employees Cannot have any of the following violations:

- a. Been convicted of three or more moving violations or at fault accidents in the past 36 months;
- or
- b. Has been convicted of fleeing or eluding police, leaving the scene of an accident, passing a stopped school bus, reckless driving, or willful reckless driving in the past 36 months.

3. Restrictions

The City prohibits employees from:

- a. Using a cell phone or electronic device for texting, emailing, or other forms of written

- electronic communication;
- b. Smoking and/or vaping in City vehicles at any time;
- c. Being under the influence of or using alcohol or illegal drugs; and
- d. Being under the influence of or using legal drugs that may affect the employee's job performance, the City's safe or efficient operation, or the safety of the employee, other City employees, or members of the public.

4. Review of Motor Vehicle Record

State Motor Vehicle Records (MVRs) will be used as the source of verifying driver history. MVRs will be obtained and reviewed at least annually for employees who operate City vehicles. Driving privileges will be withdrawn or suspended for any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken. Employees who operate City vehicles must immediately notify their department Director or the City Administrator if their driver's license is expired, revoked or suspended. Employees who are unable to operate a City vehicle in the performance of their job duties are subject to disciplinary action up to and including termination.

5. Traffic Violations and Drug Testing

Fines for parking or moving violations are the personal responsibility of the assigned operator. The City will not condone nor excuse ignorance or traffic citations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to their immediate Supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (City, personal, or other) while on City business. Failure to report violations will result in appropriate disciplinary action. Traffic violations resulting in a citation incurred during non-business hours that will affect your drivers' license as well and are subject to review.

When an accident involves a City vehicle of any type the City reserves the right to require a drug and/or alcohol test on the driver within two hours by a medical facility. Employees must immediately call the non-emergency police number to report all accidents involving a City vehicle and get a police report. They must then notify their department Director or the City Administrator when an accident occurs. The City may hold employees personally liable for the negligent or careless use of City vehicles.

6. Operation of City Vehicles Under a Probationary or Temporary License

No employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours. Paper licenses issued by the state that afford the driver all normal driving privileges are not considered temporary licenses under this policy.

F. PET POLICY

The City of Bellevue is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of Bellevue does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals. In addition, the City of Bellevue wishes to prevent pets from fouling the office space or damaging City property.

SERVICE ANIMALS ARE NOT PETS

An employee who requires the help of a service animal will be permitted to bring a service animal to the City of Bellevue workplace, provided that the animal's presence does not:

1. Impair and/or distract Employee so that he/she is unable to perform the essential functions of the job while at the same time maintain custody and control of the animal; or
2. Have an unreasonable impact on other City of Bellevue employees.

Additionally, the animal cannot have a history of dangerous behavior or begin to exhibit any dangerous behavior. The animal must be housebroken and may not otherwise have health issues that cause a direct threat to the health and safety of others. The animal may not be allowed if it causes an allergic reaction to another employee in the same workplace.

In order to be allowed to bring a service animal into the workplace, an employee shall submit the certification or verification to the Human Resources Director showing that the animal is certified as a service animal and shall confirm in writing with the Human Resources Director that the animal does not have a history of dangerous behavior, that the animal is housebroken, and that the animal does not otherwise have health issues that may cause a direct threat to the health and safety of others. Said documentation shall be maintained in the employee's personnel file.

Any individual with a grievance regarding a service animal at the office should bring the matter to the attention of the employee's immediate supervisor or the Human Resources Director.

V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES

A. CODE OF ETHICS

The City expects all of its employees, as employees and representatives of the City and its citizens, to demonstrate the highest standards of ethics and business conduct. Toward that end, employees shall abide by the Code of Ethics adopted by the City Council and contained in [Appendix A](#) of this handbook.

B. GENERAL RULES OF CONDUCT

As an integral member of the City's employment team, employees shall accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of customer service and personal integrity at all times. The City will comply with all federal, state and municipal statutes.

C. CONDUCT STANDARDS

In addition to the Code of Ethics, the City requires its employees to abide by standards and rules that foster a safe and healthy workplace, ensure the highest quality of service to citizens and businesses, and protect the City's reputation and property. The City, therefore, prohibits employees from conducting themselves in a manner that is inconsistent with these principles.

The following is a non-exhaustive list of conduct that the City prohibits and considers sufficient cause for disciplinary action:

1. Adversely affecting relations with employees, customers, citizens or vendors.
2. Abusing the City's leave policies.
3. Engaging in disrespectful, discourteous, belligerent, or abusive behavior.
4. Habitual or excessive absenteeism or tardiness.
5. Dishonesty and/or providing false or misleading information, or omitting to provide information, to the City or its employees, customers, citizens or vendors.

6. Avoiding, refusing, neglecting or failing to perform work duties.
7. Destroying, damaging, sabotaging, misappropriating, misusing, stealing or tampering with the property of the City or its employees, customers, citizens or vendors.
8. Unauthorized or inappropriate use of City property.
9. Insubordination, or refusing or failing to follow a supervisor's order or instruction.
10. Causing or threatening to cause injury to individuals or property.
11. Failing to report work-related injuries, illnesses, accidents or damages.
12. Using abusive, vulgar, profane, threatening or obscene language.
13. Falsifying records, reports, or documents, including employment application.
14. Inducing, attempting to induce, or participating in the inducement or attempted inducement of, a City officer or employee to commit an illegal act or violate City policy.
15. Leaving one's work station or area without a supervisor's permission.
16. Gambling or conducting, soliciting or participating in lotteries, pools or other games of chance on City property without previously obtained Director permission.
17. Incompetence, or engaging in sub-standard work performance, conduct, or quality that results in a loss of confidence or trust in the employee or his/her ability to perform at an acceptable level.
18. Working unauthorized overtime and/or failing to properly record time worked and time off.
19. Engaging in harassing, discriminating, threatening, intimidating, or retaliatory conduct.
20. Working under the influence of drugs and/or alcohol (in violation of the Drug and Alcohol Free Workplace Policy).
21. Misrepresenting City policies and procedures.
22. Discussing or divulging confidential information to any person not authorized to receive said information.
23. Abusing or misusing one's position or authority.
24. Inability to get along with coworkers or the public.
25. Violating federal, state or local law.
26. Violating City policy and/or the policies in this Handbook.
27. Using City property for personal gain, benefit or reasons, including the conduct of personal business during paid time on the City clock.
28. Use of City position for private gain.
29. Engaging in any conduct that the City deems unprofessional or unbecoming, reflects adversely on the employee or the City, damages the City's reputation, or that is inconsistent with reasonable rules of conduct or the City's best interests.
30. Failure to comply with State Constitution, State Statutes, an executive order, rules and regulations of the employing department.

D. DISCIPLINE AND DISCHARGE

The City may take disciplinary action, up to and including termination, when behavioral and/or performance issues arise. The City Administrator, department Director, or their designee may place an employee on paid administrative leave pending the outcome of an investigation into a complaint or potential violation of City policy.

When the City deems it appropriate under the circumstances, the City will use progressive discipline as outlined below. However, the City may combine or skip steps depending on, among other factors, the nature of the issue, the facts of each situation, mitigating and aggravating factors, and the employee's disciplinary history, regardless of whether the current issue is the same or different than any past problem.

Disciplinary procedures for the Police and Fire Departments must conform to those established by the Civil Service Commission. Discharge and discipline procedures as set forth by Civil Service Commission Rules and Regulations, City Ordinance and collective bargaining agreements shall supersede this policy where applicable.

1. Verbal Warning

A supervisor or department Director may give an employee a verbal warning that will involve a discussion of the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will document the verbal warning, provide a copy to the employee, and place the verbal warning in the employee's personnel file.

2. Written Warning

A supervisor or department Director may give an employee a written warning that will identify the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will provide a copy of the written warning to the employee and place the written warning in the employee's personnel file.

3. Suspension and/or Demotion (Final Warning)

A department Director may recommend, in writing, that the City Administrator demote and/or suspend an employee for up to 30 days. Any employee that is suspended will serve his or her suspension without pay. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.

4. Termination

A department Director may recommend, in writing, that the City Administrator terminate an employee. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.

Prior to the City Administrator adopting, modifying or rejecting a department Director's recommendation for suspension, demotion, and/or termination, an employee (that is not in their introductory period) has the right to a pre-disciplinary hearing. At that hearing, an employee may present his/her version of the facts, present evidence of mitigating circumstances and/or exculpatory information, and call witnesses.

An employee wishing to exercise his/her right to a pre-disciplinary hearing must direct his/her written request to the City Administrator within five business days of the recommendation for suspension, demotion, or termination. The City Administrator will then notify the employee of the time and date of the pre-disciplinary hearing. The pre-disciplinary hearing will be recorded.

Following the hearing, the City Administrator will issue a decision on the disciplinary recommendation, provide a copy to the employee, and place a copy of the decision in the employee's personnel file.

If the City Administrator does not receive a written request for a pre-disciplinary hearing within five business days of the disciplinary recommendation, the employee will be deemed to have waived his/her right to such a hearing and the City Administrator will issue a decision on the

recommendation. The City Administrator will provide a copy of his/her decision to the employee and place a copy of the decision in the employee's personnel file.

VI. WAGES & HOURS OF WORK

A. ATTENDANCE

The City provides important and critical services to its citizens and businesses. To ensure that it continues to provide those services, the City expects all employees to be present when scheduled. The City deems regular attendance an essential function of all jobs and will consider your attendance record when making changes to employment status including, but not limited to, promotion, transfer, termination, demotion, and layoff decisions.

1. Absences

If an employee must be absent or late due to the weather, illness, injury, or other emergency, the employee must notify his or her Supervisor or Director by a personal phone call, when possible, prior to the first normal duty hour. During a long illness, an employee must keep his or her Supervisor or Director advised of the employee's status and anticipated return date.

You, or someone on your behalf, must speak directly with, leave a voicemail for, or email/text your immediate supervisor, or his/her designee, with an explanation of why you will be absent or late, and the date and/or time you will return. You must continue to notify your immediate supervisor, or his/her designee, each day you are absent. Failure to give timely and proper notice of any absence or late arrival may result in discipline, up to and including termination. The City considers any absence of three (3) or more days, without the proper communication/notification to your immediate supervisor, to be grounds for immediate termination.

2. Tardiness

As a condition of employment, employees shall be at their places of work promptly at the beginning of their normal work duty periods and at the end of their lunch periods. It is expected that the employee shall remain at their place of work throughout the duration of their normally scheduled shift. Tardiness, or the failure to comply with the expectations as described previously in this paragraph, will be monitored and recorded by the Supervisor or Director for inclusion in each employee's personnel file and may lead to disciplinary action.

B. EMPLOYEE CLASSIFICATIONS

For purposes of determining compensation and benefits, the City will classify an employee as one of the following:

1. Full-time (FT)

Employees are hired for an indefinite period of time and are regularly scheduled to work a minimum of 40 hours per workweek. Full-time employees are eligible for all benefits offered to employees.

2. Part-time benefit eligible (PB)

Employees are hired for an indefinite period of time and are regularly scheduled to work 30-39 hours per work week. They will be considered full time for health and dental insurance (rates) benefits but do not receive any other benefits. Full-time status under this classification does not afford any employee any other benefit, provision or policy in this handbook; for all purposes other than health and dental insurance, this employee is considered a Part-time employee.

3. Part-time (PT)

Employees are hired for an indefinite period of time and are scheduled to work no more than 28 hours per workweek, or in the case of part-time firefighters, 168 hours in a 28 day work cycle. Part-time employees are not eligible for any benefits.

4. Seasonal (SE)

Employees are hired for a period of no more than 120 days per year.

5. Temporary (TM)

Employees are hired for a period of no more than 90 calendar days.

Such employee will either be:

1. Exempt

Exempt employees are administrative, executive, and professional employees and certain computer professionals who typically earn wages on a salary basis. These employees are ineligible for overtime compensation under the Fair Labor Standards Act ("FLSA").

2. Non-exempt

Non-exempt employees earn wages by the hour or on a salary basis and are eligible for overtime compensation under the FLSA.

The determination of exempt or non-exempt status is based on the current job description of every City position.

Regardless of classification, work schedules for employees can vary throughout our organization. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

C. JOB CLASSIFICATION PLAN

1. General

A written job classification plan has been established to identify those job assignments that employees perform which are necessary to complete the mission of City government.

A written job classification contains the purpose of the job, the essential functions of the job, the essential knowledge, abilities and skills necessary to perform the job, any essential education, certification and/or licenses to perform the job and essential physical demands and working conditions that the employee will need and encounter in performing the job.

The purpose of the above job classification categories are to assist the City with the ability to:

- a. establish appropriate pay based upon comparability studies and ensure like pay for like work as well as statutory requirements regarding public employee bargaining;
- b. provide a means of analyzing work distribution, areas of responsibility, lines of authority and other relationships between City job classifications;
- c. establish training programs to enhance the performance of current job duties or for future promotional opportunities for employees; and
- d. determine appropriate job interview questions to ensure compliance with equal opportunity laws and regulations.

2. Modification to Existing Job Classification Plan

It may become necessary to modify the existing job classification plan in order to address changes in the work environment or work responsibilities. These changes may result in the amendment to

in existing job classification, consolidation of existing job classification, the creation of a new job classification or the deletion of an existing job classification.

When a department Director anticipates or is experiencing a change in the work environment or a modification to existing work responsibilities, the department Director shall submit a written request to the City Administrator outlining the justification for the request.

The City Administrator shall research and analyze the written request and determine the appropriate action to be taken. Based upon the results of the analysis and research, the City Administrator may:

- a. determine the department request is not justified and take no action;
- b. amend the job classification in question to reflect the resolution of the request;
- c. create a new job description that will address the resolution of the request; or
- d. consolidate and/or delete of the existing job classification as part of the research and analysis.

Employees assigned to an existing job classification that has been determined to be deleted shall adhere to the "Reduction in Force" procedure as stated in the policy or as stated within their respective labor agreement that represents said job classification.

3. Transfer

Transfers of employees of the same job classification from one department to another department must be approved by the City Administrator. Directors wishing to transfer an employee of the same job classification to a different department will submit to the City Administrator a written request outlining the justification for the transfer. The effective date of the transfer will be the date authorized by the City Administrator.

Transfer of employees of the same job classification within a department is the responsibility of the Department Director.

D. FLEXTIME

~~Keeping that in mind employee classifications as defined under employee classifications (VI. Wages & Hours of Work, pg. 37-38), benefit eligibility is determined solely based on those classifications where time is measured on a workweek basis, not per pay period (2-week timeframe). Therefore flextime principles must be applied in the same manner.~~ There are two different categories of flextime that the City recognizes, flexible schedules and flextime arrangements. Employee classifications must still be met when applying flex time principles.

Flexible schedules are pre-approved changes in the employee's weekly scheduled hours of work (shift). Using the administrative staff as an example, the scheduled hours are typically 8am-4:30pm, Monday through Friday. An employee with a pre-approved flexible schedule could change their weekly scheduled hours to 7:00am-3:30pm, Monday through Friday, so long as the employee is working 8040 hours per pay period week and maintaining their employment classification.

Flextime arrangements ("flextime") are pre-approved changes in hours that may vary week to week. Again, using administrative staff as an example, an employee might need to leave at 3:30 one day for a school program for their child. A flextime arrangement would allow that employee to work an extra

hour in that week to make up for the hour that they left early. ~~8040~~ hours per pay period week must be met in order to maintain employment classification.

A full-time employee who has successfully completed his/her introductory period may work a flexible schedule ("flextime") with the prior written approval of his/her department Director. A department Director may work a flexible schedule with the prior written approval of the City Administrator.

Upon receipt of a flextime arrangement—flextime request, the department Director or City Administrator will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department and the request must be preapproved. The department Director or City Administrator may suspend or cancel the flextime arrangement/flexible schedule—at any time.

E. HOURS OF WORK, BREAKS AND MEALS

The City Administrator and department Directors are responsible for establishing the hours of work for the employees they supervise.

Employees scheduled to work eight (8) hours or more a day may take:

1. 60-minute meal break each day (and no breaks), 30 minutes of which will be unpaid; or,
2. 30-minute, unpaid meal break and two 15-minute paid breaks each day.

Employees may not take breaks or lunch breaks earlier than 60 minutes following the beginning of their shift or later than 60 minutes before their shift ends.

F. OVERTIME AND COMPENSATORY TIME

1. Overtime

The City will pay unsworn, non-exempt employees the overtime rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. In calculating "hours worked," the City will consider only actual hours worked, vacation, holiday, bereavement, military and comp time/administrative leave time. Sick leave will not be counted as hours worked in computing overtime. Employees must receive written approval from their immediate supervisor prior to working overtime, and failure to do so may result in disciplinary action.

2. Compensatory Time

In lieu of overtime compensation, non-exempt employees may opt to accumulate compensatory time at the rate of one and one-half (1½) times their hours worked in excess of 40 per workweek. Such employees may not accumulate more than 60 hours of compensatory time at any given time, and may use compensatory time upon receiving advance written approval from their immediate supervisor. Once the 60 hour max is accumulated, all overtime will be paid at the rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. Under no circumstances should employees be performing work off of the clock.

3. Administrative Comp Time

Exempt employees may earn administrative leave time. Leave time can be earned at a rate of one hour of leave for each hour exceeding 40 each week, not to exceed 80 hours in a fiscal year. On September 30th of each year, Employees whose administrative comp time leave balance equals

or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Time spent attending mandatory meetings and trainings, per job requirements, is counted as hours worked and will be paid. If attendance is voluntary and not required by the City, employees will not be paid. Non-exempt employees will be paid for travel time to attend mandatory meetings and trainings from their normal work location to the meeting location. Employees will not be paid for travel time from (or to) home for a required meeting or training. If an employee is required to attend a meeting or training and is not scheduled to work that day, the employee will be compensated for time spent at the meeting and any travel time to and from the meeting that takes place within what would typically be the employee's regularly scheduled work day; however, travel from (or to) home in connection with such a meeting is not compensable if such travel occurs outside the employee's regularly scheduled work hours.

G. COMPENSATION

1. General Policy

Please refer to any union collective bargaining agreements if appropriate.

It is the policy of the City to pay fair and equitable salaries to all employees based on the relative value of each position within the City, giving due consideration to rates paid in comparable municipalities for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program which will:

- a. Attract and retain high caliber individuals; and
- b. Provide peak motivation to employees by paying salaries, within the boundaries of the established ranges, based on the individual's accomplishments.

2. Responsibility for Salary Administration

The City Administrator is responsible for the development, maintenance and continued administration of the salary schedule. The City Administrator will conduct such special studies of pay policies deemed necessary or expedient, and as a result of such study, may recommend amendments of salary ranges and related employee policies to the Mayor and City Council.

3. Salary Ranges

A salary range provides a minimum and maximum salary rate. The minimum salary rate serves as a normal entrance salary for new appointees to any position in a class and represents the lowest rate to be paid to an employee who is considered qualified for appointment to, or retention of, the position. A maximum salary rate is the highest amount to be paid to any employee who occupies a position in the class, considering the limitation on the class of positions and its relationship to other classes.

The salary ranges are intended to furnish administrative flexibility in meeting changing labor market conditions and recognizing meritorious services of employees.

No payment or allowance will be made to any employee which would have the effect of causing his or her total compensation or pay for any period to exceed the maximum rate prescribed for the class except as is expressly authorized in the established salary or by the provisions of the section relating to overtime allowances. Likewise, no employee should be paid less than the minimum rate prescribed for his or her class.

4. New Employee Pay Rates

New employees will be hired as close to the minimum of their position grade range as possible unless they possess special qualifications or extensive experience. Employees will not be hired at an actual salary above the minimum of his or her position grade range, except under unusual circumstances as determined by the City Administrator.

5. Pay Increase Eligibility

Upon successful completion of the introductory period and anniversary date, an employee may receive a pay adjustment. Eligibility for such increases will be based upon successful completion of goals in accordance with the City's Performance Management policy. For purposes of this policy, successful completion shall mean receiving an overall score of 100% or more on the employee target sheet. The anniversary date of an employee should be the calendar date upon which employment with the City started or the date that an employee was transferred, promoted or demoted in to a new position. Employees who have been suspended from work, demoted as a result of discipline, or issued two or more disciplinary reprimands in the immediately preceding 12 month period shall not be eligible for a performance adjustment.

6. Pay Rates in Demotion

If an employee is demoted, their rate of pay will be determined as follows:

- a. If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay will be reduced to no more than the maximum rate of pay of the lower position.
- b. The rate of pay will be reduced to the closest approximation of 10%.

7. Payment of Leave Upon Death of an Employee

Upon the death of an active full-time employee who has completed the introductory period, the employee's beneficiary will be entitled to payment for such accumulated paid leave as was available to the employee at the time of his or her death in accordance with this policy or as stated in existing labor agreements.

8. Wages in Advance

It is the policy of the City that no advance in future wages (including accrued vacation leave) shall be made.

9. Pay For Absence From Work Due to Weather Conditions

When an employee cannot report for normal duty due to weather conditions, the employee shall have the option to take a deduction of vacation leave, compensatory time or administrative comp time as long as the employee notifies his or her Supervisor no less than fifteen (15) minutes prior to the start of the employees regularly scheduled start time.

10. Pay rate for Upgrades

If an upgrade occurs, the employee shall be moved to a step that is most equal to their current rate, without being reduced.

11. Pay rate for Promotion

If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

H. PAY PERIODS, PAY DAY AND PAY CORRECTIONS

Each pay period covers two weeks (bi-weekly), beginning with a Sunday and ending on a Saturday. Pay for the pay period will be issued on the following Friday by direct deposit. If a pay day falls on a holiday, the City will pay employees the day before the holiday. The City will make all required federal, state, and local deductions from your paycheck as well as all voluntary deductions such as health insurance premiums and other items you authorize in writing.

If the employee notices any discrepancies on their paycheck, the employee must immediately report them in writing to the Human Resources Director Manager. If the City shall notice the discrepancy, the City will notify the employee in writing. Once the discrepancy is discovered, either by the employee or the City, corrections will typically made to the employee's paycheck within the following two (2) payrolls. Should an error result in the need for repayment to the City by the employee, a mutually agreed upon repayment plan may be made with the Human Resources Director Manager. Failure to report discrepancies once discovered may result in disciplinary action, up to and including termination of employment.

I. TIMEKEEPING

Non-exempt employees must report their hours of work using the City's timekeeping system. Employees must record their in and out times at the beginning and end of their shifts and meal breaks, and may not perform any work unless entered in the timekeeping system.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Any employee that is asked to work off the clock or sees another employee working off the clock must report this immediately to the Human Resources Director ~~Manager or the Administrative Services~~ Director. If you make an error when clocking in or out, or when otherwise entering your time, you must immediately notify your immediate supervisor.

VII. BENEFITS

A. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The City provides accidental death and dismemberment insurance to full-time employees. This coverage will be effective the first of the month following 30 days of employment. The City will pay for the cost of such insurance.

B. BEREAVEMENT LEAVE

1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave.
2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave.
3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.

An employee seeking to take bereavement leave must obtain approval from his/her immediate supervisor prior to taking such leave. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

C. DENTAL INSURANCE

The City offers dental insurance to full-time employees and their dependents. This coverage will be effective the first of the month following 30 days of employment. Eligible employees who wish to include their dependents on their dental insurance plan must pay any additional premium and authorize the City in writing to deduct that additional premium from their paychecks.

D. DISABILITY INSURANCE

The City provides long-term disability insurance to full-time employees at no cost to them. This coverage will be effective the first of the month following 30 days of employment.

E. EMPLOYEE ASSISTANCE PROGRAM

The City offers an Employee Assistance Program (“EAP”) to employees who need assistance dealing with issues affecting them both at home and at work. The program offers professional counseling at no cost and on a voluntary basis to employees and their families for alcohol or drug abuse, family and marital problems, and emotional issues. Employees and their family members wishing to take advantage of the program may contact the EAP provider directly. If an employee has any questions they can also contact the Human Resources office for further guidance.

The Employee Assistance Program also provides professional counseling at no cost to employees for job performance issues and concerns. Employees may undergo such counseling on a voluntary basis, or supervisors may refer employees to mandatory counseling for job performance issues and/or as part of disciplinary action. The EAP liaison will coordinate all referrals, whether voluntary or mandated.

1. Confidentiality

All information given to the internal EAP liaison regarding personal problems will remain confidential. All information given to EAP will be kept confidential within statutory guidelines. Information from the EAP may only be obtained by the City with written permission by the employee.

2. Supervisory Referrals

Supervisory personnel throughout the City shall be responsible to promote the availability of the EAP resources to employees. It is recognized that supervisors do not have the professional qualification to assess specific personal problems. Necessary referral to EAP will be based on documented unsatisfactory work performance.

Procedures for Making Supervisory Referral

- a. When a notice of disciplinary action is completed, the Supervisor may inform the employee of the availability of EAP. Depending upon the severity of the job performance problem, the Supervisor or Department Director may require the employee to contact the EAP for assistance.
- b. A referral to the EAP will occur simultaneously with standard disciplinary action for unsatisfactory job performance.

Initial assessment/counseling time with the EAP will be considered “City Time” for supervisory referrals only. Leave time for follow-up sessions with the EAP and/or referral agencies will be handled in accordance with standard leave policies.

3. Responsibility of the Employee

The employee has the responsibility to follow through with the Supervisor’s recommendation to contact the EAP counsellor and to cooperate with the recommended course of action. Employees who refuse assistance or who do not respond to or fail to successfully complete the recommended course of action will be handled in accordance with standard disciplinary procedures for unsatisfactory job performance and/or insubordination.

F. HEALTH INSURANCE

The City offers health insurance to full-time employees and their dependents on the first day of the month following completion of the first 30 days of employment.

G. RETIREMENT SYSTEMS

1. Types of Systems

Three retirement systems exist within the City of Bellevue: one for sworn personnel in the classified service of the Police Department, one for classified service of the Fire Department and one for civilian personnel in service throughout the City. Each system requires contribution from both the employee and the City.

a. Sworn Positions in the Police Department

Sworn members of the Police Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.

b. Sworn Positions in the Fire Department

Sworn members of the Fire Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.

c. Civilian Positions throughout the City

Regular full-time civilian employees, as well as the City, will contribute an amount as described in Appendix F of this handbook.

The City will provide the death benefit to all members of the retirement plan in accordance with this plan.

H. HOLIDAYS

The City observes the following holidays

- | | |
|---------------------------|---------------------------|
| 1. New Year’s Day | 7. Veterans’ Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President’s Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Employee’s Birthday |
| 6. Labor Day | |

If a holiday occurs on a Saturday, the City will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City will observe the holiday on the Monday following the holiday. Employees may use their birthday holiday for time off on their birthday or on any day during the period in which their birthday occurs.

Full-time employees who are not required to work on a holiday will receive pay at their normal base rate of pay as if they did work the holiday. However, if an employee should have an unpaid absence (excluding FMLA) on the work day immediately before or after a holiday, such employee shall not receive holiday pay. Full-time, non-exempt employees who are required to work on a holiday will receive one and one-half (1½) times their base rate of pay for the actual number of hours worked.

Employees on suspension or an unpaid leave of absence are ineligible for holiday pay.

I. JURY DUTY

When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than

mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.

J. LEAVE OF ABSENCE

The City recognizes that a leave of absence for personal or medical reasons may be necessary. When an employee has exhausted his/her paid time off, he/she may request an unpaid leave of absence. Employees must direct a leave of absence request in writing to their department Director and specify the reason for and duration of the leave. The department Director must forward the request to the City Administrator with a recommendation to grant or deny the request. Unpaid leaves of absence shall not begin until approved by the City Administrator.

1. Benefits While On Leave of Absence

- a. Upon approval, an employee who has been granted a leave of absence without pay will not be granted any advancement or promotion in relation to the position from which the employee is on leave. The employee will be entitled to and will retain all benefits accrued up to the effective date and the employees seniority will cease at that date and will continue upon reinstatement. There will be no seniority gained during the leave of absence.
- b. An employee will not accrue vacation leave, sick leave, holiday pay or other benefits during the period the employee is on leave of absence without pay for more than three (3) working days.
- c. An employee may continue his or her health insurance coverage through the COBRA option, provided a personal check is received for the required monthly premium.

2. Return from Leave of Absence

- a. If possible, at the discretion of the Director and City Administrator, an employee will be returned to the position they held at the time the leave of absence was granted.
- b. Upon expiration of the leave of absence and the return-to-work by the employee, the employee's salary will reflect all general cost of living adjustments made during the leave.
- c. An employee returning to work in to a position that requires a physical examination for employment, that has been gone for more than 60 days leave for any reason, shall undergo a physical examination certifying the employee can perform the essential physical functions of the respective job description. An employee shall not be restored to his or her position until such time as the City receives such certification.

3. Failure to Return to Work Following a Leave of Absence

Failure on the part of an employee to return back to work upon the expiration of the approved leave of absence, on the return date previously agreed upon, may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

K. LIFE INSURANCE

The City provides group term life insurance to all full-time employees. Unclassified employees should refer to Appendix F of this handbook for life insurance benefit details. Employees that have positions belonging to a union should refer to their applicable collective bargaining agreement for benefit details.

L. MILITARY LEAVE

An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Such employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Such employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. For purposes of this Section, “normal” work hours or “normally scheduled” work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for military leave.

All employees who leave a position for the purpose of being inducted into, enlisting in, determining his/her physical fitness to enter, or performing training duty in the uniformed forces of the United States shall, when ordered by proper authority to active service, be entitled to a military leave of absence from employment with the City for the period of such service. The City, through proper authority, may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than those set forth in 29 U.S.C. § 4304, he/she shall be entitled to return to his/her former position in accordance with the Uniformed Services Employment Reemployment Act, and such separation does not constitute a break or interruption of service or employment within the meaning of this Section after he/she is discharged from active duty. Such person shall not be discharged from his/her former or new position without cause: (a) within one (1) year after reinstatement if the person’s period of service before reinstatement was more than 180 days; or (b) within 180 days after the date of reinstatement if the person’s period of service before the reinstatement was more than 30 days but less than 181 days.

M. SICK LEAVE

Full-time employees will earn paid sick leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor. Employees, or someone on their behalf, must notify their immediate supervisor as soon as possible when the need to use sick leave arises and the expected return-to-work date. The City may require employees using sick leave to provide documentation from a health care provider.

Unless otherwise noted in an employee’s respective collective bargaining agreement, eligible employees hired on or before 09/30/13 will earn 12 hours of paid sick leave upon completion of each month of

employment. Eligible employees hired after 10/01/13 will accrue 8 hours of paid sick leave upon completion of each month of employment.

1. Reasons for Use

The City provides paid sick leave to full-time employees for use when:

- a. recuperating from a non-work-related injury, illness, pregnancy, or other health condition;
- b. undergoing medical, dental, optical, or surgical examinations or treatment;
- c. exposed to a contagious disease that would endanger the health of other employees or members of the public; or,
- d. caring for a parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, family member that you have a healthcare/medical power of attorney over, or step-child who is injured, ill, recuperating from pregnancy, suffering from a health condition, or undergoing medical, dental, optical, or surgical examinations or treatment.

2. Restrictions and Conditions for Sick Leave Use

Directors will grant sick leave with pay in accordance with the following provisions:

- a. Sick leave will not be granted in advance of accrual;
- b. The amount of sick leave granted for necessary care of a sick member of an employee's immediate family or household will not exceed thirty (30) working days in any twelve month period (with the exception of approved FMLA leave);
- c. The amount of sick leave to be charged against an employee's accrual will be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized;
- d. Holidays or other regular days off will not be counted in charging sick leave;
- e. Sick leave will not be used as vacation leave;
- f. Pregnant employees will be expected to work prior to childbirth as long as they are able to perform their normal duties or until their physician advises otherwise. They will be expected to return to work at the completion of the pregnancy as soon as they can be reasonably expected to perform their normal duties based on a medical release to return to work;
- g. Employees who fail to return after approved leave has ended may be considered terminated;
- h. Sick leave will be requested in advance whenever possible for dental appointments, optical appointments, physical examinations, etc.;
- i. Leave without pay may be granted for illness and disability extending beyond the earned sick leave accumulated; or
After twelve continuous months of service, vacation leave may be used for sick leave when sick leave time has been exhausted.

3. Reporting an Absence using Sick Leave

If an employee is absent for reasons which entitles the employee to sick leave, the employee or a member of his or her household must notify the employee's Supervisor by personal phone call during the first normal duty hour.

If the employee fails to notify the Supervisor or the person designated to receive such calls, sick leave with pay will not be approved, except in unusual circumstances to be determined by the Director and the City Administrator.

4. Investigation of Sick Leave Use

Directors may request written verification by a physician of illness of an employee absent on sick

leave. False or fraudulent use of sick leave will be cause for disciplinary action and may result in termination.

5. Medical Statement

An employee who is absent on sick leave because of his or her own illness or injury or that of a member of his or her immediate family or household may be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Director. If the employee is using Telehealth, the employee may be required to provide a print-out from the service showing that services were received on the date in which the note was provided.

6. Transfer of Sick Leave Accrual

When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit will continue to be available for their use as necessary.

7. Sick Leave During Introductory Period

During their introductory period, full-time employees will be entitled to sick leave at the same rate as regular employees. Sick leave will be granted during the introductory period up to the number of hours accrued by the employee.

8. Sick Leave Without Pay

An employee in need of sick leave but who does not have any accrued sick leave time may request leave without pay. Such a request will have the City Administrator's approval before it is granted. Please refer to the Federal Family and Medical Leave Act (FMLA) Leave of Absence Regulations.

10. Donation of sick leave

In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. All unused sick time donations will be distributed proportionately back to the donors. Employees may donate time to any employee, even if it is outside of their bargaining unit/employee group.

N. TUITION/CERTIFICATION ASSISTANCE

The City offers a tuition and certification assistance program to full-time employees who have completed their introductory period. The City, upon eligibility, will reimburse such employees 50% of the cost of tuition for job-related coursework offered through an accredited program, up to \$5,200 per calendar year. Upon eligibility the City will also reimburse employees at 100% for the cost of exams for job-related certifications.

1. Eligibility

- a. employees must obtain written approval from their department Director and Human Resources Manager-Director prior to enrolling in such coursework or signing up for a certification exam; and
- b. earn a grade of "B" or its equivalent to receive any reimbursement. Exams for certification will be graded on a pass/fail basis; failure to pass an exam for a certification will disqualify an employee from being reimbursed any costs. Upon completion of the course or certification exam, eligible employees must provide evidence of the grade or certification awarded and receipts for tuition/fees paid.

O. VACATION LEAVE

Full-time employees will earn paid vacation leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor.

1. Scheduling of Vacations

Vacation leave will be taken at a time convenient to and approved by the Director.

Directors, or their designee, will grant leave on the basis of the work requirements of the department after conferring with employees and recognizing their needs whenever possible.

Consideration in the scheduling of vacation leave will be given to employees in the order of their total length of employment with the City.

2. Transfers

When an employee transfers from one department to another in the City, the employee's vacation accrual will transfer to the new department.

Transfers made at the request of the employee will result in loss of preference in the scheduling of vacation leave for the first year in the department to which the employee transferred.

3. Holidays

Holidays occurring during scheduled vacation leave will not be charged against vacation leave.

4. Vacation Prior to Retirement

Retiring employees will have their vacation leave, sick leave (in accordance with appropriate labor agreement) and compensation time paid out in full on their final paycheck.

P. VOTING LEAVE

The City encourages employees to vote in federal, state, and local elections. Most employees will have a two-hour period of time either before or after their regularly scheduled shift or normal working hours to vote. Employees who do not have such a period of time and who receive advance written approval from their immediate supervisor may take up to two hours of leave, without loss of pay, to vote.

Q. WORKERS' COMPENSATION

The City maintains a workers' compensation injury policy, which covers eligible employees who sustain a work-related injury or contract a work-related disease. Eligible employees will receive workers' compensation benefits in accordance with Nebraska workers' compensation laws in effect at the time of the injury. Workers' compensation benefits include, but are not limited to, the payment of medical expenses, rehabilitation, total and partial disability allowances, and death benefits. Employees who sustain a work-related injury or contract a work-related disease may be ineligible for workers' compensation benefits if they were intoxicated or willfully negligent at the time of the injury.

Employees must immediately report all work-related injuries and diseases to their immediate supervisor to ensure they complete the necessary workers' compensation forms and receive workers' compensation benefits.

City's Payments in Addition to Worker's Compensation

An employee receiving Worker's Compensation may also elect to receive a salary from the City, but only that amount which, when added to the amount paid by Worker's Compensation, will equal the employee's regular salary. Under this condition, earned sick leave and/or vacation leave will be charged for that part of the employee's pay from the City.

When the employee has used all of their sick leave and vacation leave to supplement the payments from Worker's Compensation, no payments to the employee in addition to Worker's Compensation will be made by the City.

R. BENEFIT CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements. Employees are responsible to notify Human Resources of any qualifying event.

The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage.

APPENDIX A

Code of Ethics/Conflict of Interest Policy

ADMINISTRATION

Article IV. Officers and Employees

Division 4. Code of Ethics

Sec. 2-202. Declaration of Policy and Definitions.

It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted. When used in this division, city employee, employee, city official and official shall have the following meanings:

City employee or employee means any person employed by the city of Bellevue, but does not include independent contractors hired by the city.

City official or official unless otherwise expressly defined, means the Mayor, members of the City Council, City Administrator, all division and department heads, whether such person is salaried, hired or elected, and all other persons holding appointed positions designated by this code, as it may be amended from time to time. City official also includes individuals appointed by the Mayor and City Council to all city commissions, committees, boards, task forces, or other city bodies unless specifically exempted from this division by the City Council.

Sec. 2-203. Standards of Conduct.

(a) No city official or employee shall transact any business in his official capacity with any entity in which he or she has a business interest. Business interest means a business: (1) in which the city official or employee is a partner, director or officer; or (2) in which the city official or employee or an immediate family member of the city official or employee is a stockholder of closed corporation stock worth one thousand dollars (\$1,000.00) or more at fair market value or which represents more than a five percent (5%) equity interest, or is a stockholder of publicly traded stock which represents more than two percent (2%) equity interest.

(b) No city official or employee shall formally appear before the body of which the official or employee is a member while acting as an advocate for himself or any other person, group, or entity.

(c) No city official or employee shall represent, for compensation, any other private person, group or entity in his or her official capacity before any department, commission, board or committee of the city. Any city official or employee acting in a capacity other than his or her official capacity before such department, commission, board or committee of the city shall disclose the same and shall not participate in the matter in his or her official capacity.

(d) No city official or employee shall represent, directly or indirectly, any other private person, group or entity in any action or proceeding directly against the interests of the city, or in any litigation in which the city or any department, commission, or board or committee thereof is a named party, if the city official or employee previously participated in the action or events which precipitated such action or proceeding against the interests of the city; provided, however, nothing herein shall limit an official from representing a court appointed criminal defendant or representing a party to a civil action where the city is named a party by way of its holding a lien interest for a special assessment where the validity of the special assessment is not an issue; and provided further, that nothing herein shall limit the authority of the city attorney and his or her staff to represent the city, its boards, commissions, committees and officers in the discharge of their duties.

(e) No city official or employee shall represent, directly or indirectly, any private person, group or entity in any action or proceeding in court which was instituted by a city official or employee in the course of official duties, except as provided in subsection (d) above.

(f) No city official shall represent any private person, group or entity in any action or proceeding in court which was instituted by or arising from a decision of a board, commission, committee, task force or other body on which the official served in his or her official capacity with regard to the specific decision being challenged.

(g) No city official or employee shall accept or solicit any gift or favor, that might reasonably tend to influence that individual in the discharge of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

(h) No city official or employee shall solicit or accept other employment to be performed or compensation to be received while still a city official or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of city duties

(1) If a city official or employee accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official or employee might reasonably be expected to act, investigate, advise, or make a recommendation, the official or employee shall disclose that fact to the council, board, or commission on which he or she serves or to his or her supervisor and shall take no further action on matters regarding the potential future employer.

(i) No city official or employee shall use his or her official position to secure a special privilege or exemption for himself/herself or others, or to secure confidential information for any purpose other than official responsibilities.

(j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) City officials and employees shall not exceed their authority or breach the law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or officially recognized confidentiality of their work.

(l) No city official or employee in the course of his or her official duties shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen in the same circumstances.

(m) Preferential consideration of the request or petition of any individual citizen or group of citizens shall not be given. No person shall receive special advantages beyond that which are available to any other citizen.

Sec. 2-204. Prohibition on conflict of interest.

(a) A city official or employee may not participate in a vote or decision on a matter affecting a person, entity, or property in which the official or employee is associated or involved. Where the interest of a city official or employee in the subject matter of a vote or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest. Nothing herein shall be construed however, from preventing a city official or employee from participating in a vote or decision regarding a collective bargaining agreement to which he is a member of such union or is otherwise affected thereby.

(b) Remote Interest means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges, or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.

(c) Incidental interest means an interest in a person, entity or property which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This section does not establish dollar limits on the terms "insignificant value" and "de minimis", which shall have their usual meanings and be subject to interpretation on a case by case basis.

Sec. 2-205. Conflict of interest; disclosure.

(a) A city official shall disclose the existence of any business with which the official is associated involving a person, entity or property which would be affected by a vote or decision of the body of which the city official is a member or that he or she serves as a corporate officer or member of the board of directors of a nonprofit entity for which a vote or decision regarding funding by or through the city is being considered. City officials and employees of the city shall comply with applicable provisions of state law relative to conflicts of interest and generally regulating the conduct of public officials or employees.

(b) To comply with this section, any council member who has a conflict of interest, as set forth in subparagraph (a) above, in any matter before the City Council, shall disclose such fact on the records of the City Council prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the council member shall step down from the council table, leave the council chamber and refrain from participating in any discussion or voting thereon, provided that such exceptions shall be observed as is permitted by law. This provision shall apply if a council member has disqualified himself or herself from voting.

(c) To comply with this section, any member of any official board, commission or committee, other than the City Council, who has a conflict of interest as defined herein, in any matter before the board, commission or committee, of which he or she is a member, shall disclose such fact on the records of such board, commission or committee prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the member shall refrain from participating, in his or her official capacity, in any discussion or voting thereon, provided that such exceptions shall be observed as are permitted by law.

(d) To comply with this section, a city employee shall notify his or her supervisor in writing of any substantial interest he or she may have in a person, entity or property which would be affected by an exercise of discretionary authority by the city employee and a supervisor shall reassign the matter. In addition, any employee who has a financial or other special interest in a matter before the City Council or any board, commission, or committee, and who participates in discussion with or gives an official opinion to the council or to such board, commission or committee relating to such matter, shall disclose on the records of the council or such board, commission or committee, as the case may be, prior to or immediately after opening discussion of the issue or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue, the nature and extent of such interest.

Sec. 2-206. Interest of spouse.

(a) A spouse of a city official or employee involved in a business with which he or she is associated shall be deemed to apply to that city official or employee for the purposes of sections 2-204 and 2-205 concerning disclosure.

(b) A city official or employee may not participate in a vote or decision affecting a business with which an individual is associated if that individual is related in the first or second degree of consanguinity or affinity to the city official or employee. For the purposes of this section, business with which an individual is associated shall be defined the same as business interest in section 2-203(a).

Sec. 2-207. Misuse of official information.

(a) No city official or employee shall willfully and knowingly use confidential information for pecuniary gain to any other person confidential information acquired by him or her in the course of and by reason of his official duties, nor shall any public official or employee use any such information for the purpose of pecuniary gain.

(b) No former city official or former employee shall use any confidential information to which he or she had access by virtue of his or her official capacity and which has not been made public concerning the property, operations, policies, or affairs of the city.

Ordinances are subject to change before the City Council

APPENDIX B

City of Bellevue, Nebraska

COMMUNITY RELATIONS DEPARTMENT MEDIA POLICY

I. STATEMENT OF PURPOSE

Efficient and effective communication with the media is critical to the City of Bellevue's ability to carry out our goal of operational transparency. Coordination, uniformity, accuracy and timeliness are the cornerstones of strong and productive media relations.

The purpose of the Media Policy is to provide the City of Bellevue with guidelines to keep the media and the public fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

The City of Bellevue utilizes a variety of communication methods to disseminate information about the City and its projects, events and initiatives. These methods include press releases, the City's website as well as Facebook and Twitter pages. As communication methods and associated technology evolves, the City will consider participating in new communication formats when approved by the City Administrator, and adapt its media policy accordingly.

Effective media relations best serves the City through:

1. Providing transparency and accountability to the public about city government issues
2. Informing residents of City programs and services
3. Ensures that timely and accurate information is conveyed to the public
4. Establishing and maintaining an accurate public perception of the City of Bellevue
5. Increasing the visibility of the City on local, statewide and national levels
6. Promoting the City's achievements, activities and significant events

II. POLICY

A. GENERAL MEDIA INQUIRIES

The City Administrator with assistance from the Community Relations Coordinator serves as the primary spokesperson for the City of Bellevue and conveys the official City position on routine media inquiries, issues of citywide significance and situations that are sensitive and controversial in nature. **The Bellevue Police and Fire Departments operate under separate departmental policies and have dedicated public information officers (PIOs) that handle working scenes.**

Directors and other designees may receive and handle routine media inquiries themselves when pertaining to their department with approval from the City Administrator or Community Relations Coordinator. Inquiries of a controversial nature that have citywide impact should be directed to the City Administrator or Community Relations Coordinator via email or phone in order to maintain consistency in our response.

In cases of community-wide significance, defined as a significant operational event that is likely to disrupt or alarm members of the community, the Community Relations Coordinator will work with other City Officials to assess the situation, develop key messages and/or a written statement to detail the known facts and summarize the City's position.

In the event of a community-wide crisis or significant emergency situation, the City Administrator or his designee with assistance from the Community Relations Coordinator will handle all contacts with the media and will coordinate the information flow from the City to the public as well as City staff. Examples of these types of situations include severe weather events, flooding, acts of terrorism, major power failures/outages or other disruptions. In such situations, all City departments should refer calls from the media to the Community Relations Coordinator in accordance with the City Emergency Operations Plan.

Depending on the situation, the City Administrator may designate another or an additional City Official to serve as the spokesperson. A single initial media contact ensures uniformity and consistency in coordinating a focused and targeted City message. Several uncoordinated responses increase the risk of contradictory information being disseminated, which will leave the public confused and ultimately mistrusting of City administration.

B. SOCIAL MEDIA

To address the changing way residents communicate and obtain information relating to the programs and goals of the City, the City of Bellevue will participate in select social media formats to reach a broader audience where appropriate and when approved by the City Administrator, ~~the Technology Committee and~~ the Community Relations Coordinator.

Purpose:

The City of Bellevue recognizes that social media is a valuable tool to communicate with both our citizens and fellow employees and that the City has an interest and expectation on deciding what messages are relayed on behalf of the City. The purpose of this policy is to provide and establish guidelines to City employees on their use of social media while working for the City or during non-work hours. Regularly, social media and other online tools and technology are created, discarded or modified; therefore, this policy is intended to be applicable to a broad range of social media and internet activity.

~~A.~~ All official City of Bellevue presences on social media sites or services are considered an extension of the City's Community Relations Department. All City use of social media must be approved by the City Administrator through the Community Relations Coordinator and follow be in compliance with this policy. The City Administrator or designee and Community Relations Coordinator will work ~~with the Technology Committee~~ to review and approve requests to use social media sites as deemed appropriate. It is the responsibility of the Community Relations Coordinator under direction of the City Administrator's Office to act as the City's official spokesperson, including acting as the City's official web presence via social media. The City will maintain one official page per each approved social media outlet, which is to be created, maintained and monitored by the Community Relations Department, all of which are to be regularly updated. The exception to this policy is Facebook and Twitter accounts for the Bellevue Police and Fire Departments which will allow for after hours and weekend updates to incident reports. The Community Relations Department will distribute all social media content and ensure each of the approved uses and sites adheres to the social media policy for appropriate use and the message is consistent with the branding and goals of the City of Bellevue.

For purposes of this policy, the following definitions are outlined below: A.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

Page: The specific portion of a social media website where content is displayed, and managed by an individual or individuals with editorial or administrative rights.

Post: Content an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Social Media: A category of Internet-based resources that integrate user-generated content and user participation, including tools for sharing and discussing information. The term most often refers to activities that integrate technology, telecommunications, and social interaction, alongside the construction of words, pictures, video, and audio. This includes, but is not limited to social networking and communication sites such as, Facebook & MySpace, weblogs and micro-blogging sites like Twitter or Nixle, forums and message boards, photo and video-sharing sites like, Instagram, Snapchat, Imgur, Flickr, Vimeo, & YouTube, real-time web communications like Medium and Tumblr(chat, chat rooms, video chats), all of the wikis (Wikipedia), blogs, and news sites (Digg, Quora, Reddit, etc.).

Social Networks: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

Speech: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, audio, video, or related forms of communication.

Wiki: Web page(s) that can be edited collaboratively.

B. Use of social media must comply with applicable federal, state and City ordinances, regulations and policies, as well as proper business etiquette. This includes adherence to

established laws and policies regarding copyright, records retention, release of public information, the First Amendment, privacy laws and information security policies established by the City of Bellevue.

C. Wherever possible, links to more information should direct users back to the City's official website, www.bellevue.net, for more information, forms, documents or online services necessary to conduct business with the City of Bellevue.

D. The Community Relations Coordinator or designees representing the City via the City's social media outlets must conduct themselves at all times as representatives of the City of Bellevue.

E. Violation of this policy may result in the removal of pages from social media outlets.

F. The City of Bellevue reserves the right to remove any messages or postings, including those that are obscene, and in violation of the copyright, trademark right, or other intellectual property right of any third party. Violations can include but are not limited to:

1. Foul, defamatory or disparaging language or comments,
2. Purposely inaccurate and/or misleading comments,
3. Sexual content or links to sexual content,
4. Comments on work-related legal proceedings or ongoing investigations,
5. Solicitations of commerce,
6. Conduct or encouragement of illegal activity,
7. Confidential or proprietary information, and/or
8. Information that may tend to put at-risk the safety and security of the public or public infrastructure.

The City of Bellevue reserves the right to review and discipline any employee for any on-duty or off-duty social media communications that are in violation of this policy or any other provisions in this Employee Handbook.

III. GENERAL PROCEDURES FOR DEALING WITH THE MEDIA

All Media inquiries shall be referred to the City Administrator or Community Relations Department if they involve issues of citywide significance and/or are of a controversial or sensitive nature. This enables the Administration and Community Relation Coordinator to track pertinent issues and to anticipate problems or concerns in the proactive development of the City's message.

The Community Relations Department promotes the City through media releases and several additional communication avenues regarding special accomplishments, events, activities, programs, initiatives and plans. All media releases intended for external audiences should be routed through the Community Relations Coordinator.

Since positive media solicitation is an integral element of the City's communications strategy, any ideas for articles or media pieces that would positively portray the City, its work or its community should also be directed to Community Relations Coordinator.

In a similar manner, Community Relations Coordinator should be notified about negative occurrences that are likely to rise to the level of a news story. Routine inquiries on topics specific to a project or department may be handled by the appropriate staff person within the department however the City Administrator and the Community Relations Coordinator should be notified on any topic that has the potential to present the City in an unfavorable light. Such notification can be particularly important if follow-up inquiries are made with other City staff to ensure a coordinated, consistent City response.

Guidelines for communicating with the media when the issue is non-controversial and limited to the staff member's area of expertise:

When fielding a media inquiry, it is not necessary to respond immediately. It is acceptable to gather your notes and thoughts and call the reporter back. Be cognizant that the reporter is on a deadline. If necessary, you may obtain in writing via e-mail: the name of the person calling, the media organization, the deadline, the anticipated time of release of information in print or broadcast and his/her questions. Request that they copy the Community Relations Coordinator on their inquiry. Additional questions to ask are the content of the story and the other sources the reporter will be utilizing.

Guidelines for dealing with TV and radio interviews:

When you receive a request for an on-air interview, please contact the Community Relations Coordinator and provide the reporter's name and affiliate. The Community Relations Coordinator with approval of the City Administrator will handle scheduling the interview and will be available for consultation before the interview.

The best approach with the media is to be prompt, helpful and honest. All contacts from the media should be returned as soon as possible, in deference to reporters' deadlines. At the most, a call should be returned within a half-day. If that is not possible, an alternate employee (if appropriate) or the Community Relations Coordinator should be asked to handle the call.

Issues that should not be discussed with reporters are:

- 1) Legal issues, including liability issues and pending litigation
- 2) Personnel issues, including those surrounding existing and former employees
- 3) Questions that involve City integrity, such as ethics, or
- 4) A community-wide situation or emergency.

Refer all such inquiries to the Community Relations Coordinator or City Administrator.

VI. CONTACT INFORMATION

Community Relations Coordinator
(402) 293-3052 Phone | (402) 515-6259 Cell

City Administrator, City of Bellevue

(402) 293-3023 Phone

| Effective December 17, 2019Effective 06/17/13

APPENDIX C

Press Release Policy

I. OBJECTIVE

The objective of this City of Bellevue Policy is to establish the procedure for the preparation and issuance of press releases. This is to assure that press releases are informative, accurate, and contain sufficient detail to be of use to the media and the public. The City must have press releases that are consistent in terms of style and are written in a fashion which will solicit media and public interest. Press releases must reflect the policy of the City, establish a mechanism for providing accurate information to the community concerning City programs, events and policy, and promote equal treatment of the media in the release of City press releases.

II. PROCEDURES

1. Press releases and information bulletins should be issued to bring special media attention to City of Bellevue programs, accomplishments, or policy decisions and to assist in citizen education about issues being considered by the City.

2. All press releases and information bulletins, except those issued by the Police and Fire Departments in connection with public safety reports and by Public Works for construction updates, shall be approved by the City Administrator prior to issuance.

3. All press releases shall be distributed to those on the Media Distribution List by email or fax. They shall also be distributed to City Councilmembers and Planning Commissioners, Management Staff, and other staff members as appropriate.

4. Quotations of individuals named in the press release shall be approved by the named person in advance.

5. Both timelines and accuracy of information contained in press releases is important. All facts shall be confirmed.

6. Press releases shall contain the date of issuance and be on City letterhead.

7. Press releases shall be posted on the bulletin board at City Hall and posted on the City's website.

III. RESPONSIBILITY

1. The City Administrator shall be responsible for reviewing all press releases prior to distribution.
2. The Community Relations Coordinator shall be responsible for posting all press releases on the City's website; the person preparing the press release should e-mail it to the Community Relations Coordinator in PDF format.

IV. DEFINITIONS

1. "Information bulletin" is a typed/printed report providing the facts of a given situation or issue designed to assist the media in developing their own coverage of the subject.
2. "Media Distribution List" is the name, email and fax number list approved by the City Administrator for which all press releases are to be emailed or faxed.
3. "Press release" shall mean a typed/printed announcement or story written so as to be printed as a news story or so as to be read over the broadcast media.

Effective 06/17/13

APPENDIX D

Travel Expense Policy

Travel Expense Policy – The Mayor, City Administrator, City Attorney, Council Members or employees traveling on behalf of the City of Bellevue (“City”) and performing approved City business will be reimbursed for their travel expenses. Travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. References in this policy to employees shall also be applicable to the mayor, City Administrator, Assistant City Administrator, City Attorney and the City Council (see section 16).

1. **Pre-Approval of Travel** – Travel to attend conferences or training or to conduct other City business requires the prior authorization of the employee’s supervisor and department head. Attendance by department heads requires the approval of the City Administrator. A “Travel and Training Authorization Form” (on City Intranet) is required to be completed and signed prior to incurring any expenses. Travel and training requests should clearly state (1) the purpose of the trip, (2) the specific need to the employee to travel, and (3) the estimated costs of the travel, including any registration fees.

Individual departments may require additional documentation regarding travel approval and evaluation of travel.

Requests to attend conferences and training during the last six months of an employee’s employment with the City will usually be denied. Local meetings may be approved.

The City will not pay for more than four (4) trips of more than 50 miles outside of the Bellevue city limit per budget year (October 1 to September 30) unless approved in advance by the department head, the Finance Director and the City Administrator, according to section 17 of this policy.

2. **Air Travel** – Air travel shall only be authorized when it is more economical than surface transportation. Reimbursement for commercial air travel will be limited to “coach” fare. First class travel is not allowed. Airfares should be most the economical flight available.

An exception to the most economical flight may be granted if significant time savings is achieved using direct flight versus connecting flights. All exceptions to the most economical airfare must be approved in advance in advance by the department head or City Administrator.

3. **Conferences and Training** – City employees are encouraged to attend conferences and training, within the constraints of departmental budgets, to obtain, maintain or enhance key knowledge and skills related to the employee’s profession.

Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee's travel expenses report.

The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** – Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may either be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

Lodging will be reimbursed when an employee is "away from home overnight." The Internal Revenue Service states: "you are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day's work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day's work."

It is City's policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions, or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** –

- a) **Overnight Travel** – Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City's zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City's intranet and can also be found at the GSA website at (enter the 68005 zip code to find rate).

For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

No reimbursement will be made for alcoholic beverages.

- b) Same-Day Travel – Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. Vehicle Costs – An employee will be reimbursed for use of a personal vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at <http://www.irs.gov/> (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage. Mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long Distance Telephone Calls** – Charges for long distance telephone calls are an allowable City expenditure if:

- a) They are related to City business or
- b) The employee is in travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** – One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** – Several methods are available for payment of travel expenses, as follows:

- a) Direct payment by the City to the business.
- b) Use of a City assigned credit card for individuals authorized to hold a City credit card.
- c) Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
- d) Request and receipt of a travel cash advance.

For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging, ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employees should submit a check with his/her travel expense report to reimburse the City for the difference.

Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** – A “Travel Expense Report” (on City Intranet) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchase), an explanation of the date, time, amount and items purchased should be provided.

Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business

must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

Payments made directly by the City or with the City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

13. Employee and Approval Signatures

- a) Employee Signatures – The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that all expenses submitted are appropriate and legitimate expenses incurred in accordance with the City's Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.
- b) Approval Signatures – Supervisors, department heads and/or the City Administrator should insure that cost incurred are appropriate and legitimate and in accordance with the City's Travel Expenses Policy. Expenses that do not meet the policy requirements for reimbursement should be clearly noted and removed from the expense report.

14. Travel with Family Members – Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. Training Attendance Evaluation – Following the attendance at any conference or training, the employee is required^{ds} to complete and provide to Personnel a "Travel Attendance Evaluation Form" (on City Intranet). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator – All provisions of this policy are also applicable to non-employees (i.e. the Mayor, City Attorney and City Council) traveling to conduct approved City business.

Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administer and the City Council is the responsibility of the City Administrator and the Finance Director.

Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** – Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exceptions for the City Administrator may be granted with the approval of the Mayor. Policy exception requests must clearly state the nature and the reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.

Approved 08/13/12

APPENDIX E

Unclassified Employee Benefit Summary Compensation and benefits for unclassified Full-Time employees

The following are subject to change at any time with advance notice.
The City's Employee Handbook shall cover any issues not addressed.
The City Administrator's interpretation, and/or negotiated offers, of any of the following shall be final.

All Full-Time, Unclassified, Civilian Employees

Compensation

Introductory Period Employees: Your regular wage will be determined by the accepted offering wage at hiring or promotion. After six months of continuous employment, you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All introductory period employees will receive two 6 month Employee Evaluations; one upon the completion of your 6 month hire/promotion introductory period and one upon completion of one year of service of your hire/promotion date. Employees will then move to the annual review period on their anniversary/promotion date.

Employees outside of introductory period: Annually, on your anniversary (or promotion date), you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All wage increases must be accompanied by an Employee Evaluation Form.

Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12 month period, shall have any scheduled step increase delayed for six (6) months.

If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Education Incentives

Education Reimbursement

The City may pay 50% of tuition, fees and books associated with the pursuit of a college degree that benefits the City, only if advance written approval by the Department Director and Human Resources ~~Director Manager~~ was obtained prior to enrollment in the class(es). This benefit has a maximum of \$5,250 per calendar year, per employee. In order to be eligible for reimbursement the employee must receive a grade of "B" or better. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Education Compensation

In addition to regular hourly wages, Employees shall receive educational compensation according to the following schedule, for Higher Education completion. Higher Education is defined as education beyond high school, specifically provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

	Monthly Amount
Successful completion of 30 accredited hours	\$5.00
Successful completion of 60 accredited hours	\$10.00
Successful completion of 90 accredited hours	\$15.00
Successful obtainment of an Associate's Degree	\$20.00
Successful obtainment of a Bachelor's Degree	\$25.00

*Directors of the City will not follow the above schedule, but shall instead receive educational compensation in the amount of \$80.00 per month for a college or university degree or, in the event of partial completion, \$20.00 per thirty (30) credit hours earned.

Longevity Pay

Additional compensation shall be granted to Employees based upon the length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

	Monthly Amount
Beginning of 8 th year of employment	\$35.00 per month
Beginning of 11 th year of employment	\$75.00 per month
Beginning of 14 th year of employment	\$110.00 per month
Beginning of 17 th year of employment	\$150.00 per month
Beginning of 21 st year of employment	\$185.00 per month
Beginning of 25 th year of employment	\$255.00 per month

Insurance

The employee is entitled to the insurance benefits of the City including medical, dental, life and AD&D. Coverage shall start the first of the month following 30 days of employment.

Medical

Employee Only (Single) Coverage

City pays 92.5% of the premium, employee share is 7.5%

All other coverage (Emp/child, Emp/Spouse, Family)

City pays 82% of the premium, employee share is 18%

Dental

Employee Only (Single) Coverage

City pays 100% of the premium

All other coverage (Emp/child, Emp/Spouse, Family)

Employee is responsible for 100% of the premium

Life and Accidental Death and Dismemberment

City provides a term life policy in the amount equal to the Employee's annual salary plus \$7,000 **OR** \$52,000; whichever is greater up to a maximum of \$100,000

(Sworn employees shall receive a maximum benefit of \$52,000, regardless of salary)

Long-Term Disability

City provides 100%, based on salary

Retirement-Principal

Employee must contribute 6% of their gross wages and will receive a 6% City match (of such Employee's gross wages) towards the City's 414(h) pension and retirement plan

(Police and Fire Chiefs follow state statute and/or union contract)

Medical retirement benefit

Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five (5) continuous years, the City will pay the Group Insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety two and a half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for

Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN): After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) of the chosen coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the chosen coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

Additional Voluntary Benefits

The employee is eligible to elect voluntary benefits, premiums of which are paid for 100% by the employee. Coverage, if elected, starts the first of the month following 30 days of employment.

Retirement Savings in a 457 Plan-Principal (deferred or Roth contributions, no City match)

Supplemental Life Insurance

Vision Insurance

Accident/Cancer/Catastrophic-AFLAC

Legal Insurance-Legal Shield

Sick Leave

8 hours per month accrues on the first day following the calendar month of employment. Employees hired prior to 10/01/13 shall be grandfathered at their accrual rate of 12 hours per month. Upon termination of employment for other than cause, 50% of the sick leave hour balance, up to 960 hours, will be paid to employee who have at least five (5) years of service with the City.

	Monthly Accrual
Beginning 1 st year of employment	_____8 hours per
<u>month</u>	

Paid Holidays

You are eligible for holiday pay beginning the first day of employment:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day

Independence Day
Labor Day

Employee's Birthday

Vacation

8 hours per month accrues on the first day following the calendar month of employment. On September 30th of each year, Employees whose vacation leave balance equals or exceeds 160 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 160 hours. Remaining vacation leave will be paid at employee's termination. Once vacation is accrued, you are entitled to take the leave. Employees hired prior to 10/01/13 shall be grandfathered at their current accrual rate schedule.

	Monthly Accrual
Start of 1 st year of employment	8 hours
Beginning of 5 th year of employment	11.00 hours
Beginning of 10 th year of employment	14.33 hours
Beginning of 15 th year of employment	16.00 hours
Beginning of 20 th year of employment	17.66 hours
Beginning of 25 th year of employment	21.00 hours

Employees shall be permitted to request a cash in of up to forty (40) hours of vacation time one time annually (within their (12) month anniversary date of full-time hire).

Supplementary Benefits

Administrative Leave Time (full-time, exempt employees)

Admin Leave time can be earned at a rate of one hour of leave time for every one hour of time worked in excess of ~~80~~40 hours each ~~pay period~~week, not to exceed 80 ~~total~~ hours in a fiscal year. On September 30th of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Comp Time (full-time, non-exempt employees)

Comp time can be earned, and banked, at a rate of 150% of the hours exceeding 40 each week, not to exceed 60 hours at any time. Once 60 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. Amount of Comp time for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination.

Allowances

Boots: Employees whose job classifications require steel toe safety footwear or work in inclement conditions; (i.e. cold, wet, or muddy) shall be entitled to a two hundred dollar (\$200.00) annual footwear allowance. The allowance shall be made available beginning the first week in November and ending last week of October of the following year. The footwear allowance shall be applied toward the purchase of job related footwear to include but not limited to: steel toe boots, steel toe shoes, insulated winter boots or the repair thereof. The footwear allowance shall be disbursed by a City purchase order or reimbursement of private purchase.

Uniforms: The City shall provide up to three hundred fifty dollars (\$350.00) toward the rental of uniforms from the City approved vendor for those jobs required by job classifications which the City Administrator or his designee determines shall wear City identified uniforms. The City shall provide up to three hundred dollars (\$300.00) annually towards the purchase of uniforms/clothing from the City approved vendor. The City shall determine the type and design of each uniform which may be altered as to the weather conditions. Receipts shall be required to account for either the purchase or rental of a uniform. Clothing purchased shall be limited to: hats, pants, shirts and coats/jackets. All clothing must be a solid color (camouflage or patterns are prohibited) and must be embroidered with "City of Bellevue" identifying information.

Eyewear: When an employee is required to wear prescription eyewear to perform his/her duties and may be required to wear ANSI approved eyewear for reasons of safety, effectiveness or efficiency in the performance of those duties; the City shall cover a maximum amount not to exceed one hundred twenty-five dollars (\$125.00) for the prescription safety eyewear. Eyewear shall be allowed to be replaced annually or when damaged/broken in the performance of the individual's duties or when a change in the individual's vision requires a change in their prescription.



~~APPENDIX G~~

~~CITY OF BELLEVUE~~

~~OUR GOAL~~

~~TO BE ONE OF~~

~~THE NATION'S BEST CITIES IN TERMS OF FISCAL
RESPONSIBILITY, ENVIRONMENTAL STEWARDSHIP,
INNOVATION AND INTEGRITY, REFLECTING CONTINUOUS
GROWTH AND ECONOMIC VITALITY~~

~~OUR MISSION~~

~~TO PROVIDE EXCEPTIONAL CUSTOMER SERVICE, UPHOLD
THE PUBLIC INTEREST AND ADVANCE THE COMMUNITY VISION~~

~~OUR VISION~~

~~TO BE A COLLABORATIVE AND INNOVATIVE ORGANIZATION THAT IS FUTURE FOCUSED
AND COMMITTED TO EXCELLENCE~~

~~CORE VALUES~~

~~***STEWARDSHIP***~~

~~***INNOVATION***~~

~~***INTEGRITY***~~

~~***COMMITMENT TO EMPLOYEES***~~

~~***EXCEPTIONAL PUBLIC SERVICE***~~

~~***COMMUNITY PARTICIPATION***~~

RECEIPT

I have received and read a copy of the City of Bellevue Employee Handbook (Revised February 2020, 2018), which I acknowledge supersedes all previous employee handbooks, manuals, and policies. I understand all of the rules and policies contained in this Employee Handbook and agree to abide by them. I understand that failure to abide by the rules, policies, terms and conditions of my employment may result in disciplinary action, up to and including termination.

Further, I acknowledge that these policies were effective when adopted by City Council (Council) and will supersede any and all employee rules, policies, regulations, or procedures that had been previously adopted by the Council.

I understand that the Employee Handbook is intended to provide employees with an understanding of the City's current employee policies and procedures and that those policies and procedures are subject to change, modification or elimination by the City at any time. I also understand and agree that nothing in this Employee Handbook constitutes an express or implied contract of employment between the City of Bellevue and any employee.

Employee's Signature

Date

Employee's Printed Name

Date

Supervisor's Signature

Date

Supervisor's Printed Name

Date

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

11a.
2/4/2020

COUNCIL MEETING DATE:	September 3, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Tammi Palm, Land Use Planner		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue

SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #67 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

BACKGROUND

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

FISCAL IMPACT: \$ 0.00 **BUDGETED FUNDS?** N/A **GRANT/MATCHING FUNDS?** N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
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:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

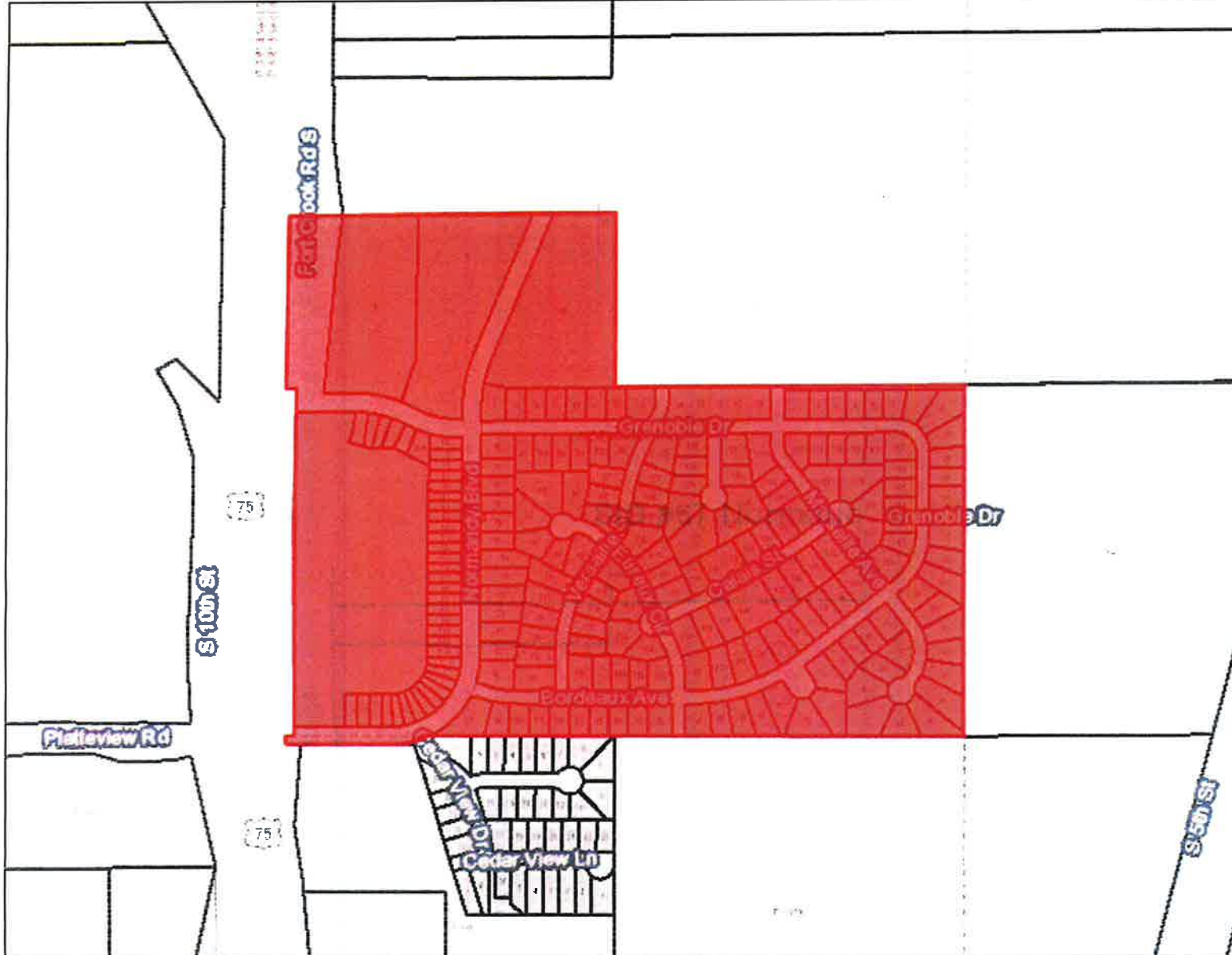
FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. B. Rollins

[Signature]

SID #67 Normandy Hills



Location



Legend

Road Centerlines



1:6,642

0 277 554 1107
Feet

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

Sarpy County GIS
1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

ORDINANCE NO. 3966

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

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

Lots 3A, 3B, 6 through 18, 27 through 104, 106, and 108 through 176, Normandy Hills
Lots 1 and 2, Normandy Hills Replat 2
Lots 1 through 8, and Outlot A, Normandy Hills Replat 4
Lot 1, Bousema Addition Replat One
Lots 1A, 1B, and 2, Twin Valley Church Replat 1 Addition
Lots 1A through 16B, and 36A through 38B, French Village

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 1, 2019.

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/03/2019

Second Reading: 09/17/2019

Third Reading: 10/01/2019 and 12/3/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #67, Normandy Hills

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

APPROVAL of the annexation request based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *ms*
Date: August 27, 2019
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following nine Sanitary and Improvement Districts into the city limits:

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 – 200% increase in price and more down time

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

SID #	Change in levy	Change in property taxes per \$100,000 valuation
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35, 65, or 95 gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves any particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	50	50	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$21,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

We currently spend about \$4.00 per cardholder for materials, so if we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



Error! Main Document Only. **City of Bellevue**
Street Department
206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2019 Annexation Package Review – Pt 2
Date: August 2, 2019

I. SID Areas

Lane Mile Additions

- **Package, Total Lane Miles = 45.12**
 - **#67 – Normandy Hills**
 - Lane Miles = 5.36
 - **#180 – Lakewood Village**
 - Lane Miles = 19.91
 - **#208 – Sunrise Ph III, IV**
 - Lane Miles = 4.33
 - **#215 – Pipers Glen**
 - Lane Miles = 7.96
 - **#242 – Cedar View**
 - Lane Miles = 0.58
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 - Lane Miles = 0.63
 - **#279 – Spring Creek**
 - Lane Miles = 2.11
 - **#280 – Kennedy Towne Center**
 - Lane Miles = 3.03
 - **#289 – Colonial Pointe**
 - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





II. MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on 568.47 lane miles of roads.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

III. EQUIPMENT NEEDS

Snow removal, route equipment

In order to provide current levels of service during snow removal operations in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

**Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

IV. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

The Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

**Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*



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Street Department
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V. HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Chris Shewchuk

From: Susan Kluthe
Sent: Thursday, August 15, 2019 11:33 AM
To: Chris Shewchuk
Subject: RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!
Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

-----Original Message-----

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net>
Sent: Thursday, August 15, 2019 8:38 AM
To: Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

Chris Shewchuk

From: Jim Shada
Sent: Friday, August 16, 2019 8:56 AM
To: Chris Shewchuk; Mark Blackburn; Karen Chandler
Subject: Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

From: Chris Shewchuk
Sent: Thursday, August 15, 2019 8:37:57 AM
To: Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker
Subject: REMINDER FW: Another annexation review

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Cc: Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>
Subject: Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages
#208 Sunrise (Phases 3 and 4)
#215 Pipers Glen
#269 Orchard Valley
#279 Spring Ridge
#280 Kennedy Town Center
#289 Colonial Pointe

Maps of each of these SIDs are attached.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
2/4/2020

COUNCIL MEETING DATE:	September 3, 2019	AGENDA ITEM TYPE:		
SUBMITTED BY: Tammi Palm, Land Use Planner	SPECIAL PRESENTATION	<input type="checkbox"/>		
	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
	CONSENT	<input type="checkbox"/>		
	OTHER (SEE CLERK)	<input type="checkbox"/>		

SUBJECT:

Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue

SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #242 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

BACKGROUND

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

FISCAL IMPACT: \$ 0.00	BUDGETED FUNDS? N/A	GRANT/MATCHING FUNDS? N/A
-------------------------------	----------------------------	----------------------------------

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A	COUNTER-PARTY:	INTERLOC N/A
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:
MAPA NAME(S):		MAPA NUMBER(S):
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

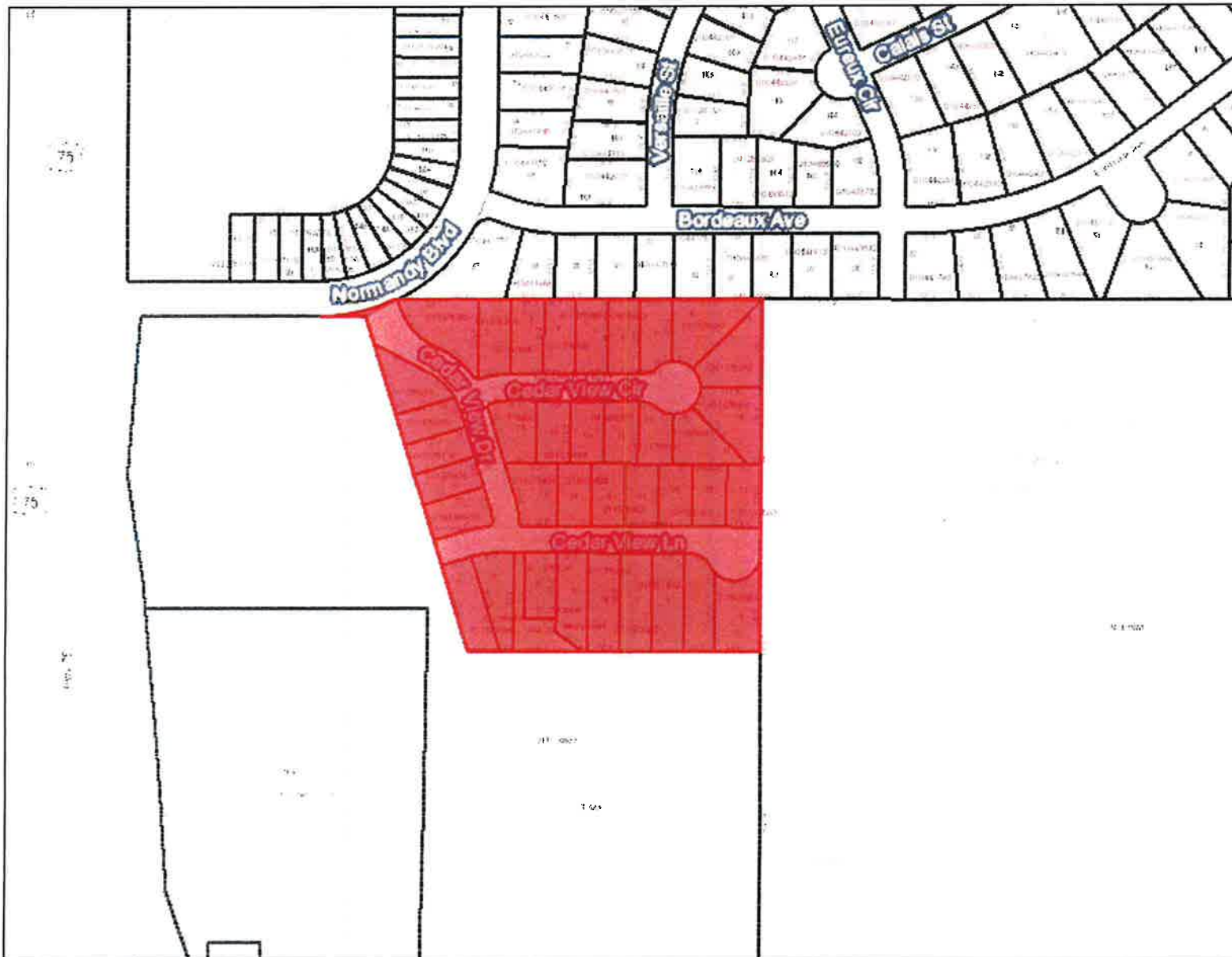
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



SID #242 Cedar View



Location

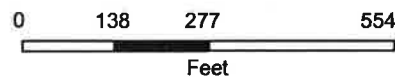


Legend

Road Centerlines



1: 3,321



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

Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

ORDINANCE NO. 3970

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

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

Lots 1 through 23, 30, and 33 through 37, Cedar View
Lots 1 and 3 through 7, and Outlot A, Cedar View Replat 1
Lots 1 and 2, Cedar View Replat 2

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 1, 2019.

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/03/2019
Second Reading: 09/17/2019
Third Reading: 10/01/2019 and 12/3/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #242, Cedar View

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

APPROVAL of the annexation request based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:


Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director 
Date: August 27, 2019
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following nine Sanitary and Improvement Districts into the city limits:

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 – 200% increase in price and more down time

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35, 65, or 95 gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves any particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,463,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 8/15/2019

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Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 291-3126

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2019 Annexation Package Review - Pt 2
Date: August 2, 2019

I. SID Areas

Lane Mile Additions

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Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3136

II. MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on 568.47 lane miles of roads.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

III. EQUIPMENT NEEDS

Snow removal, route equipment

In order to provide current levels of service during snow removal operations in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

**Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

IV. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

The Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

**Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue
Street Department

205 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

V. HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



Chris Shewchuk

From: Susan Kluthe
Sent: Thursday, August 15, 2019 11:33 AM
To: Chris Shewchuk
Subject: RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!
Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

-----Original Message-----

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net>
Sent: Thursday, August 15, 2019 8:38 AM
To: Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

Chris Shewchuk

From: Jim Shada
Sent: Friday, August 16, 2019 8:56 AM
To: Chris Shewchuk; Mark Blackburn; Karen Chandler
Subject: Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

From: Chris Shewchuk
Sent: Thursday, August 15, 2019 8:37:57 AM
To: Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Cc: Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>
Subject: Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
2/4/2020

COUNCIL MEETING DATE:	SUBMITTED BY: <u>Police</u>		
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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 19-3 pertaining to lists of examples of public nuisances.

SYNOPSIS/BACKGROUND:

To update Section 19-3 of the Bellevue City Code pertaining to the illustrative list of examples of public nuisances, for the purposes of the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the listed items, conditions or actions and to declare to be public nuisances.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances.

ATTACHMENTS:

1. <u>Red-lined Ordinance No.</u>	2. <u>Clean Ordinance No. 3985</u>	3. <u></u>
4. <u></u>	5. <u></u>	6. <u></u>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]

- 1 (h) Any method of human excreta disposal which does not conform to the provisions of this
2 chapter, state law or city ordinance, rule or regulation.
3
- 4 (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain
5 spouts or seepage in or about any structure used for human occupancy or the surrounding
6 earth.
7
- 8 (j) Any abandoned or open wells, cisterns or cellars.
9
- 10 (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial
11 establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.
12
- 13 (l) Any building or structure, including the ground on which it sits, that is used for the unlawful
14 manufacture, cultivation, growth, production, processing, sale, possession, or storage of
15 any controlled substances as defined in R.R.S. 1943, § 28-401 et seq.
16
- 17 ~~(m) Every other act or thing done, made, permitted, allowed or continued on any property,~~
18 ~~whether public or private, detrimental to the health or likely to injure any of the inhabitants~~
19 ~~of the city or its extraterritorial jurisdiction.~~
20
- 21 (m) Any accumulation of abandoned, discarded, or dilapidated objects, including but not
22 limited to, vehicle parts and equipment, machine parts, scrap material, appliances,
23 furniture, household equipment and furnishings, containers, wood, dimensional lumber,
24 dimensional blocks, general construction material or any similar matter which constitutes
25 a threat to the health or safety of any person or renders any premises unsightly and/or is
26 detrimental to the general public welfare. Nothing in this section shall be construed as
27 prohibiting the orderly outdoor storage of business-related materials and inventory where
28 permitted by applicable zoning designations and/or conditional use permits or prohibiting
29 the storage of material that is being used in conjunction with a documented and active
30 building permit.
31
- 32 (n) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in
33 criminal activity, excessive noise that is the subject of complaints from others, or creates a
34 result in violation of section 19-2(f).
35
- 36 (o) Any building, structure or dwelling which has upholstered or other furniture which is
37 designed or manufactured primarily for indoor use, including but not limited to upholstered
38 chairs, upholstered couches, appliances, and mattresses used or left on unenclosed exterior
39 porches, balconies or in an exposed open area including but not limited to decks, patios,
40 roofs, yards, driveways or walkways.

(p) Every other act or thing done, made, permitted, allowed or continued on any property, whether public or private, which is detrimental to the health or likely to injure any of the inhabitants of the city or its extraterritorial jurisdiction.

Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby amended as outlined above.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval as provided by law.

ADOPTED by the Mayor and City Council this _____ day of February, 2020.

Mayor, Rusty Hike

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading _____

Second Reading _____

Third Reading _____

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, ~~the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions~~ ~~the following~~ is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

1 (h) Any method of human excreta disposal which does not conform to the provisions of this
2 chapter, state law or city ordinance, rule or regulation.

3
4 (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain
5 spouts or seepage in or about any structure used for human occupancy or the surrounding earth.

6
7 (j) Any abandoned or open wells, cisterns or cellars.

8
9 (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial
10 establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.

11
12 (l) Any building or structure, including the ground on which it sits, that is used for the unlawful
13 manufacture, cultivation, growth, production, processing, sale, possession, or storage of any
14 controlled substances as defined in R.R.S. 1943, § 28-401 et seq.

15
16 (m) ~~Every other act or thing done, made, permitted, allowed or continued on any property,~~
17 ~~whether public or private, detrimental to the health or likely to injure any of the inhabitants of the~~
18 ~~city or its extraterritorial jurisdiction.~~ Any building or other structure which is in such a dilapidated
19 condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a
20 menace to the health of people residing in the vicinity thereof, or presents a fire hazard in the
21 vicinity where it is located.

22
23 (n) Any accumulation of stagnant water permitted or maintained on any lot or property.

24
25 (o) The parking or storage of any vehicle or machine or parts thereof in violation of any
26 municipal code, state statute or federal law.

27
28 (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in
29 criminal activity, excessive noise that is the subject of complaints from others, or creates a result
30 in violation of section 19-2(f).

31
32 (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of
33 or contains any lead-based paint or other lead-based coating material is declared to be a hazard
34 and a nuisance if such surface, substrata, or generated debris is accessible or may become
35 accessible to ingestion or inhalation by any person, but particularly children under the age of six,
36 or may become accessible as a result of a remediation, repair, or construction and is flaking,
37 cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior
38 surface, including but not necessarily limited to any porches or their steps, decking, banisters or
39 railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.

(r) Any building, structure or dwelling which has upholstered or other furniture which is designed or manufactured primarily for indoor use, including but not limited to upholstered chairs, upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches, balconies or in an exposed open area including but not limited to decks, patios, roofs, yards, driveways or walkways.

(s) Every other act or thing done, made, permitted, allowed or continued on any property, whether public or private, detrimental to the health or likely to injure any of the inhabitants of the city or its extraterritorial jurisdiction.

Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this _____ day of _____ 2019.

Mayor, Rusty Hike

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading _____
Second Reading _____
Third Reading _____

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

- 1 (h) Any method of human excreta disposal which does not conform to the provisions of this
2 chapter, state law or city ordinance, rule or regulation.
3
- 4 (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain
5 spouts or seepage in or about any structure used for human occupancy or the surrounding earth.
6
- 7 (j) Any abandoned or open wells, cisterns or cellars.
8
- 9 (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial
10 establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.
11
- 12 (l) Any building or structure, including the ground on which it sits, that is used for the unlawful
13 manufacture, cultivation, growth, production, processing, sale, possession, or storage of any
14 controlled substances as defined in R.R.S. 1943, § 28-401 et seq.
15
- 16 (m) Any building or other structure which is in such a dilapidated condition that it is unfit for
17 human habitation, or kept in such an unsanitary condition that it is a menace to the health of people
18 residing in the vicinity thereof, or presents a fire hazard in the vicinity where it is located.
19
- 20 (n) Any accumulation of stagnant water permitted or maintained on any lot or property.
21
- 22 (o) The parking or storage of any vehicle or machine or parts thereof in violation of any
23 municipal code, state statute or federal law.
24
- 25 (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in
26 criminal activity, excessive noise that is the subject of complaints from others, or creates a result
27 in violation of section 19-2(f).
28
- 29 (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of
30 or contains any lead-based paint or other lead-based coating material is declared to be a hazard
31 and a nuisance if such surface, substrata, or generated debris is accessible or may become
32 accessible to ingestion or inhalation by any person, but particularly children under the age of six,
33 or may become accessible as a result of a remediation, repair, or construction and is flaking,
34 cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior
35 surface, including but not necessarily limited to any porches or their steps, decking, banisters or
36 railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.
37
- 38 (r) Any building, structure or dwelling which has upholstered or other furniture which is
39 designed or manufactured primarily for indoor use, including but not limited to upholstered chairs,
40 upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches,

1 balconies or in an exposed open area including but not limited to decks, patios, roofs, yards,
2 driveways or walkways.

3
4 (s) Every other act or thing done, made, permitted, allowed or continued on any property,
5 whether public or private, detrimental to the health or likely to injure any of the inhabitants of the
6 city or its extraterritorial jurisdiction.

7
8 Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby
9 repealed in its entirety.

10
11 Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval
12 and publication as provided by law.

13
14 ADOPTED by the Mayor and City Council this _____ day of _____ 2019.

15
16
17
18 _____
19 Mayor, Rusty Hike

20
21 ATTEST:

22
23 _____
24 City Clerk

25
26 APPROVED AS TO FORM:

27
28 _____
29 City Attorney

30
31
32 First Reading 12-17-19
33 Second Reading _____
34 Third Reading _____

17a

Susan Kluthe

From: John Keenan <4keenans@cox.net>
Sent: Thursday, January 30, 2020 7:15 PM
To: Susan Kluthe
Subject: Rezone Case #1911-07 - Nick Brim & Megan Crain

Dear Ms. Kluthe and members of the Bellevue City Council,

My name is John Keenan, and my wife Melinda and I live at 1506 Camp Gifford Road.

We have spoken to Mr. Brim about this request, and we would like to express our strong support of this application.

Thank you,
John Keenan

Sent from my iPhone

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Tammi Palm, Planning Dept.		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE and RS-84 to RE and RS-84 and small subdivision plat Lots 1 and 2 Whispering Timber Estates. Applicant: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road.

SYNOPSIS/BACKGROUND:

Nick Brim and Megan Crain are requesting a change of zone for Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE and RS-84 to RE and RS-84. The applicant owns a storage shed which is not currently on his property; thus the reason for this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: 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: 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:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Rezoning Ordinance	3. Staff Report
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:

A. Bryne
T. Palm
T. Palm

ORDINANCE NO. 3986

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR NEAR 1606 CAMP GIFFORD ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Whispering Timber Estates Replat 6 being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, Part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 Except the South 30', Fair Hill Addition; Located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County Nebraska

From AG (Agricultural District), RE (Residential Estates) and RS-84 (Single Family Residential, 8,400 Square Foot Zone) to RE (Residential Estates), and

Lot 2, Whispering Timber Estates Replat 6 being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, Part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 Except the South 30', Fair Hill Addition; Located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County Nebraska.

From AG (Agricultural District), RE (Residential Estates) and RS-84 (Single Family Residential, 8,400 Square Foot Zone) to RS-84 (Single Family Residential, 8400 Square Foot Zone)

(Nick Brim and Megan Crain)

Section 2. This ordinance shall not take effect until such time as the final plat of Whispering Timber Estates Replat 6 is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 01/21/2020

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Nick Brim and Megan Crain

GENERAL LOCATION: 1606 Camp Gifford Rd

CASE #'s: Z-1911-07 and S-1911-10

CITY COUNCIL HEARING DATE: February 4, 2020

REQUEST: rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22 feet of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155 feet, and part of Lot 10B1, except the South 30 feet, Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of Single Family Residential; and Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 6.

On December 19, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and no one absent to recommend:

APPROVAL based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: December 19, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1911-07
S-1911-10

FOR HEARING OF:
REPORT #1: December 19, 2019
REPORT #2: January 21, 2020

I. GENERAL INFORMATION

A. APPLICANTS:

Nick Brim and Megan Crain
1508 Camp Gifford Road
Bellevue, NE 68005

B. PROPERTY OWNERS:

Nick Brim
1508 Camp Gifford Road
Bellevue, NE 68005

Todd Santoro
1606 Camp Gifford Road
Bellevue, NE 68005

C. GENERAL LOCATION:

1606 Camp Gifford Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 except the South 30', Fair Hill Addition.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE, and RS-84 to RE and RS-84.

2. Small Subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6.

F. EXISTING ZONING AND LAND USE:

AG, RE, and RS-84, Single Family Residential/Vacant

G. PURPOSE OF REQUEST:

The applicant owns a storage shed which is not currently on his property; thus the reason for this request.

H. SIZE OF SITE:

The site is approximately 9.7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single family residence built in 1978. Proposed Lot 2 is developed with a single family residence constructed in 1979 and a storage shed. Currently, this shed is not on the applicant's property, which is the reason for the rezoning and small subdivision plat request.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-84
2. **East:** Single Family Residential, RS-84
3. **South:** Single Family Residential, RS-84
4. **West:** Single Family Residential, RS-84

C. REVELANT CASE HISTORY:

1. There have been no recent requests to rezone or replat this property.
2. On December 19, 2019, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 except the South 30', Fair Hill Addition.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

2. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as low density and medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. The property has access via private drives off of Camp Gifford Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Nick Brim and Megan Crain have submitted a request to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6. They are making this request because they have a storage shed that is on their neighbor's property. This request will allow their shed to be on their property with their existing single family residence.

2. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 6. Currently, these properties have three different zonings: AG, RE, and RS-84. The AG properties are non-conforming.

The applicants are requesting RE zoning for proposed Lot 1, while Lot 2 be zoned RS-84.

3. The proposed zoning will not change the current development on the property. Proposed Lots 1 and 2 each have an existing single family residence.

4. The proposed lots meet the minimum requirements for their intended zoning districts. Several of the existing platted lots are land-locked and do not have adequate access. The proposed plat will resolve this issue.

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

Public Works Engineer Matt Knight requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

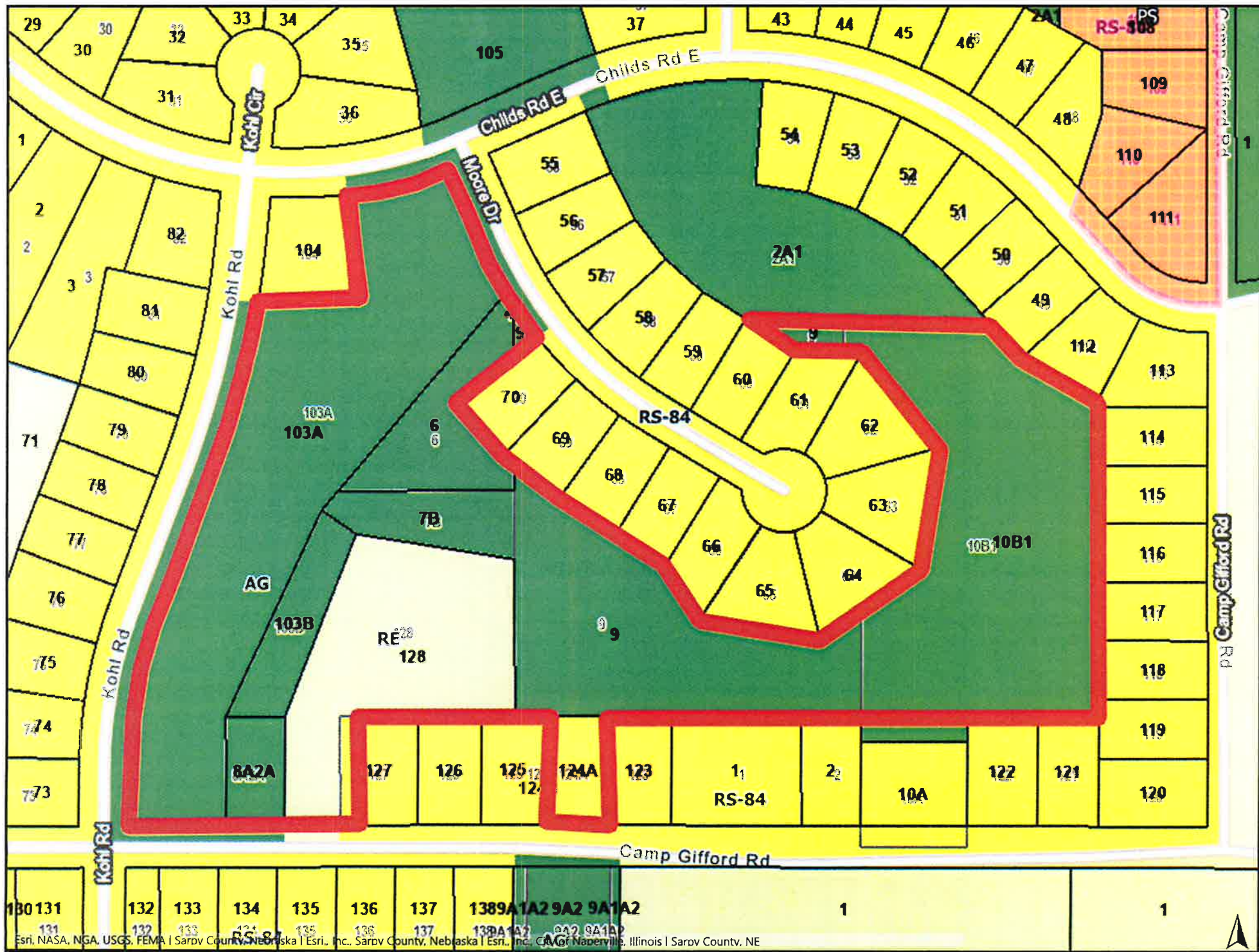
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received December 12, 2019
4. Letter from the applicant received October 23, 2019

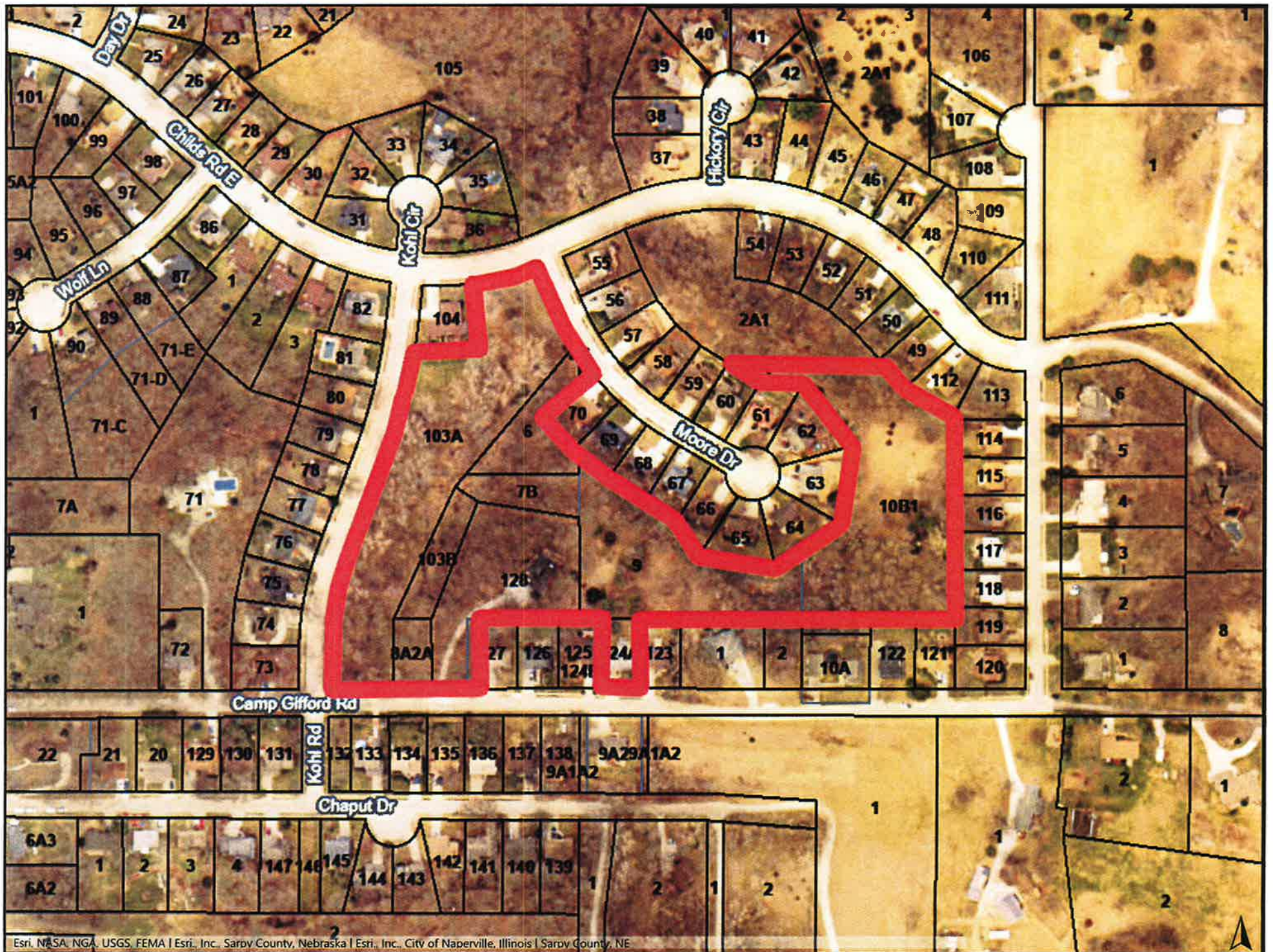
VII. COPIES OF REPORT TO:

1. Nick Brim and Megan Crain
2. Todd Santoro
3. Doug Hill, Hill-Farrell Associates, Inc.
4. Public Upon Request

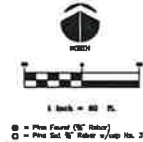
Angela Curry 1/13/20
Prepared by: Date

Sammi Palm 01/13/2020
Planning Manager: Date of Report





LOT 1 and 2
BEING A REPLAT OF LOTS 103A, 103B and 124A, THE WEST 22 FEET OF LOT 127, LOT 128,
WHISPERING TIMBER ESTATES, LOT 6, PART OF 7B, 8A2A, PART OF LOT 9 EXCEPT THE
SOUTH 155 FEET AND PART OF 10B1 EXCEPT THE SOUTH 30 FEET, FAIR HILL ADDITION;
NE ¼ SEC. 23, T14N, RANGE 13 E, 6th PM.
CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

[illegible]

RONALD E. HILL, U.S. MAR. RES. NO. 373

[illegible]

TODD A. SANTORO

SARPY COUNTY SURVEYOR/ENGINEER

DATE _____

BelleVue Planning Commission

ATTEST: _____ MAYOR

ON THIS _____ DAY OF _____ 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICHOLAS JAY BRIM, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

HFA
HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
14402 Harlan Lewis Road Bellevue, NE 68005 (402) 291-6100

PROJECT NO.
10/WHISPERING
TIMBERS
REPLAT

SURVEY: DOH/AB
DRAWN: RDH
DATE: 09/30/2019
09/30/2019
10/21/2019
12/05/2019
12/12/2019

9/18/2019

CITY OF BELLEVUE PLANNING DEPARTMENT

1510 WALL STREET, BELLEVUE, NE 68005

To whom this may concern,

I am seeking your approval to rezone approximately 4500 square feet of agriculture zoned land behind my house at the address 1508 Camp Gifford Rd, Bellevue, NE 68005. I wish to rezone this plat to single family and conjoin with my current lot.

When we purchased our home in 2015, we had a shed that came with our house but is not currently on our lot. In our purchase agreement, this land was stated to be community property for the neighborhood use. Since this time, this parcel has been purchased by our neighbor Todd Santoro. Todd has agreed to sell the piece directly behind our property to allow our shed to lie on my property assuming city approval to sub-divide and rezone.

We have no plans to build any structures on this land. We only wish to own the land our shed sits on. We kindly request your approval for to rezone and extend our lot.

SINCERELY,

A handwritten signature in black ink, appearing to read 'Nick Brim and Megan Crain', written in a cursive, flowing style.

NICK BRIM AND MEGAN CRAIN

RECEIVED

OCT 23 2019

PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
2/4/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Tammi Palm, Planning Dept.		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG28-PS. Applicant: Encompass Design Inc. General Location: Fort Crook Road and Grenoble Drive.

SYNOPSIS/BACKGROUND:

Encompass design is requesting a change in zone for Lot 1Twin Valley Replat 1 Addition from RG-28 to RG-28-PS for the purpose of a multi family residential development with site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: 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"/>
CIP PROJECT NAME: <input type="text"/>		INSURANCE REQUIRED: NO
CIP PROJECT NUMBER: <input type="text"/>		
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Rezoning Ordinance	3. Staff Report
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




ORDINANCE NO. 3987

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

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

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

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

Lot 2, Twin Valley Church Replat 1 Addition, located in the Southwest $\frac{1}{4}$ of Section 14, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska

From RG-28 (General Residential, 2800 Square Foot Zone) to RG-28-PS (General Residential, 2800 Square Foot Zone-Planned Subdivision).

(Encompass Design)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 01/21/2020

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Encompass Design Inc
LOCATION: Fort Crook Rd and Grenoble Dr
CASE #: Z-1906-05
CITY COUNCIL HEARING DATE: February 4, 2020

REQUEST: to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval.

On December 19, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, and zero abstained:

APPROVAL of a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval.

APPROVAL based upon conformance with Section 5.17.03, Zoning Ordinance: 1) The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or 2) The configuration, topography, vegetation, drainage, or other natural feature of the parcel can best be preserved by application of the Planned Subdivision District classification; or 3) The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or 4) The request for PS, Planned Subdivision District classification not solely for purposes of convenience, profit, or caprice.

APPROVAL also based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal impact to the surrounding neighborhood.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: December 19, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBER: Z-1906-05

FOR HEARING OF:

REPORT #1: July 25, 2019

REPORT #2: December 19, 2019

REPORT #3: January 21, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Encompass Design Inc.
1535 Liberty Lane, Suite 110B
Missoula, MT 59808

B. PROPERTY OWNER:

Twin Valley Evangelical Free Church
1908 Lloyd Street
Bellevue, NE 68005

C. GENERAL LOCATION:

Fort Crook Road and Grenoble Drive

D. LEGAL DESCRIPTION:

Lot 2, Twin Valley Church Replat 1 Addition, located in the Southwest ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval.

F. EXISTING ZONING AND LAND USE:

RG-28, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 75 unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 11.8 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Self Storage Facility, BGH (across Grenoble Drive)
- 2. East:** Duplex Residential, RG-28-PS
- 3. South:** Single Family Residential/Agricultural, AG (across Normandy Blvd)
- 4. West:** Highway 75 right-of-way

C. REVELANT CASE HISTORY:

1. On August 23, 2007, the Planning Commission recommended approval of a request to rezone Lots 1 through 184, and Outlots A-C, Villages at Normandy Hills, from RG-28 to RG-20-PS, for the purpose of a multi-family residential townhome development; and preliminary plat Lots 1 through 184, and Outlots A-C, Villages at Normandy Hills. The City Council approved the aforementioned request on October 8, 2007.
2. On July 25, 2019, the Planning Commission continued to September 26, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.
3. On September 26, 2019, the Planning Commission continued to October 24, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.
4. On October 24, 2019, the Planning Commission continued to November 21, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.

5. On November 21, 2019, the Planning Commission continued to December 19, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.

6. On December 19, 2019, the Planning Commission recommended approval of a request to rezone Lot 2, Twin Valley Church Replat 1 Addition.

D. APPLICABLE REGULATIONS:

1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this specific area.
2. The property will have access from two points: one along Grenoble Drive, and another from Normandy Boulevard.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Hope Fisher, on behalf of Encompass Design Inc., has submitted a request for a rezoning for Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS, for the purpose of a multi-family residential development.
2. The property is presently zoned RG-28. The intent of this district is to permit low rise, medium density development that will be compatible when located near

and among lower density types of housing, including single-family and two-family on small lots.

The –PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

3. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.

4. The proposal consists of 75 units in eight buildings. The buildings are a mix of three and four-bedroom units. The applicant has indicated the three-bedroom apartments will be a minimum of 1,250 square feet in size, while the four-bedroom units will be a minimum of 1,500 square feet.

Under the property's current zoning of RG-28, the site could support a density of approximately 180 units based on its size.

5. The site plan shows 152 surface parking stalls for the development. The ordinance requires a minimum of 152 parking stalls.

6. The applicant is proposing a clubhouse with a 600 square foot community room. The development will also include a community garden (as shown on the site plan) with a designated water source paid for by the development owner. The garden will be sufficient in size for every unit to grow vegetables and/or ornamentals.

7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

8. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

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

Engineering Manager Dean Dunn had technical comments regarding the site plan. These comments have since been satisfied.

Don Gifford, Bellevue Fire Department, had comments regarding fire hydrant placement. The applicant's engineer has been in contact with Mr. Gifford. This item will be addressed as part of the building permit process.

Karl Burns, Project Manager Nebraska Department of Transportation, commented a drainage study will need to be submitted to NDOT for review/approval of drainage outlets within the state right-of-way. In addition, NDOT permits will need to be obtained for this infrastructure. The applicant's engineer has indicated they understand and will comply with all NDOT requirements.

No other comments were received on this case.

10. Since the public hearing on July 25, 2019, discussions have taken place between the applicant's engineer, Sarpy County Public Works, as well as NDOT to discuss secondary access to the Normandy Hills subdivision.

With the Highway 75 expansion project, NDOT has constructed the access road that connects with Fort Crook Road to the north. With annexation of the Normandy Hills SID pending, Sarpy County Public Works does not have any immediate plans for the area.

The city is actively pursuing development near the Highway 34/Platteview Road interchange. At such time development occurs, it is the city's plan to include an access from the Normandy Hills area south to Highway 34.

11. The developer has amended the site plan over the past several months in an attempt to address the neighbors' concerns raised at the July 25, 2019 public hearing:

- The proposed buildings along the eastern border of the property have been moved farther west to provide a larger buffer near the existing townhomes.
- The grading plan has been adjusted so as to preserve as many existing trees as possible.
- The interior drive was modified to streamline traffic through the development and minimize impact to the existing neighborhood.

A copy of the previous site plan is attached for reference.

12. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance and Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION


APPROVAL based upon conformance with Section 5.17.03, Zoning Ordinance: 1) The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or 2) The configuration, topography, vegetation, drainage, or other natural feature of the parcel can best be preserved by application of the Planned Subdivision District classification; or 3) The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or 4) The request for PS, Planned Subdivision District classification not solely for purposes of convenience, profit, or caprice. APPROVAL also based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal impact to the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received from Kyle Haase on June 21, 2019
4. Site plan received December 10, 2019
5. Landscape plan received December 10, 2019
6. Prior site plan received July 16, 2019.
7. Letter from Rusty Snow received July 16, 2019 regarding the proposed amenities

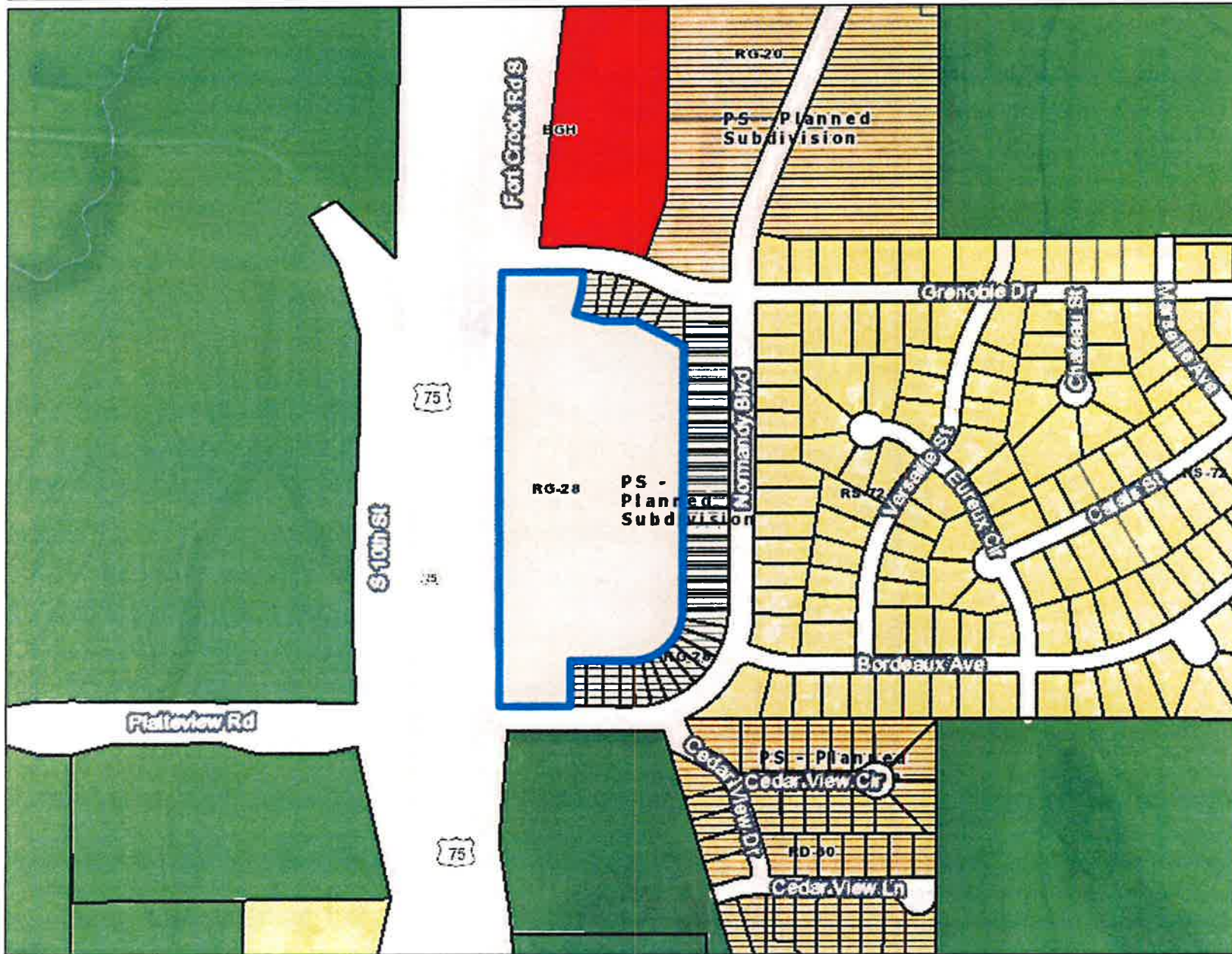
VII. COPIES OF REPORT TO:

1. Encompass Design Inc.
2. Belle Plaine Apartments LP
3. E & A Consulting Group Inc.
4. Public Upon Request

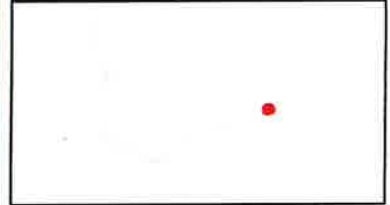
 1/13/20
Prepared by: _____ Date

 01/13/2020
Planning Manager: _____ Date of Report

Belle Plaine Apts Zoning Map



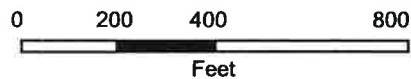
Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3

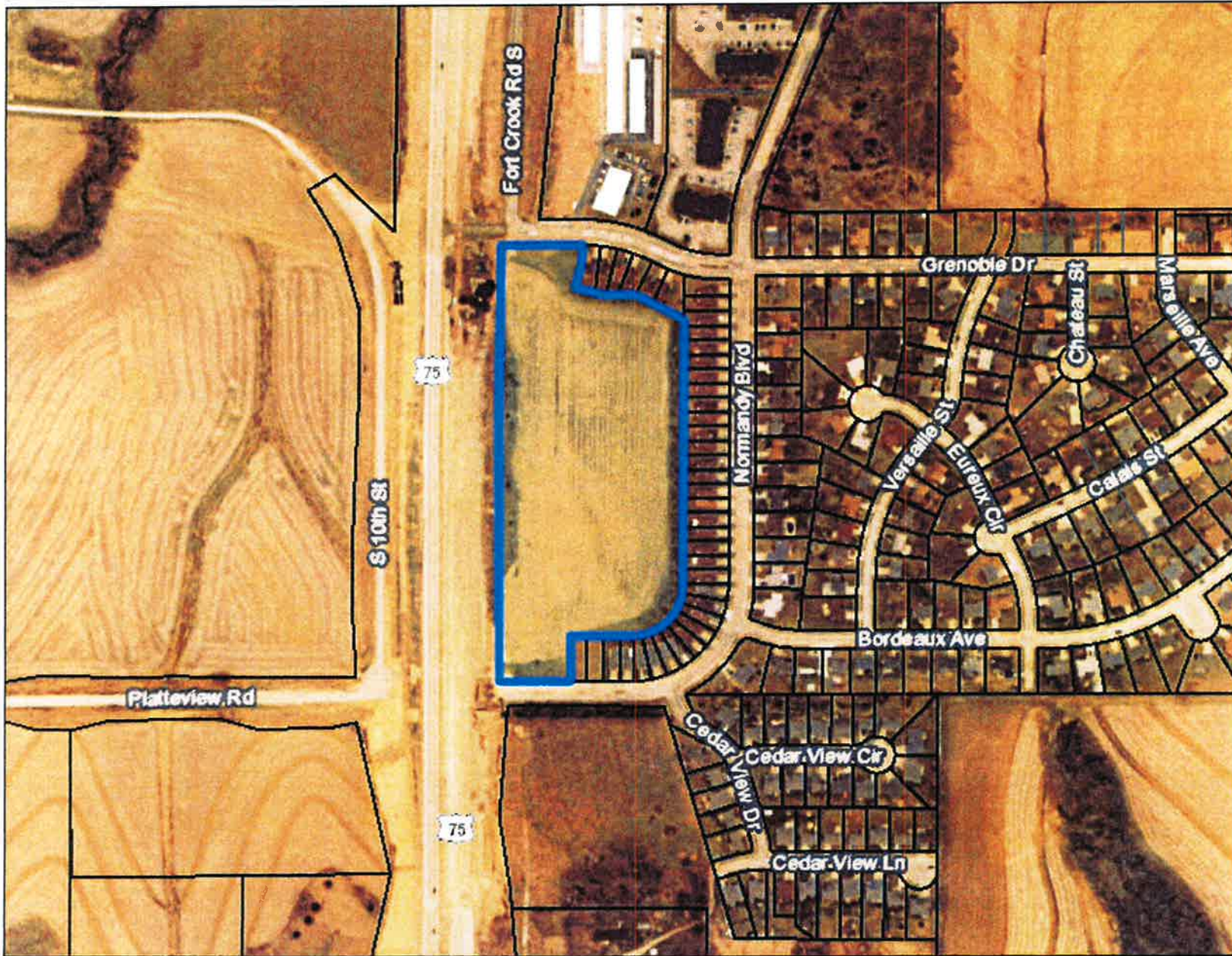


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Belle Plaine Apts



Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



0 200 400 800
Feet

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

Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

June 21, 2019

Tammi Palm
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Re: Belle Plaine Apartments – Site Plan and Rezoning
E & A Project: #P2019.127.001

Tammi,

We are submitting the attached documents on behalf of E & A Consulting Group, Inc. client, Encompass Design, Inc. for the purposes of site plan approval and rezoning from RG-28 to RG-28-PS. The site plan includes 76 units with a mix of 3- and 4-bedroom units.

In advance, thank you for your time and consideration to our application. If you have any questions please feel free to contact me at 402-895-4700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'KH', is written over a light blue horizontal line.

Kyle Haase
E&A Consulting Group

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JUN 21 2019

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encompass
Engineering & Planning
1535 Liberty Lane
Suite 110B
Lincoln, Nebraska
68506
Phone: 408.540.4437

A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLAINE APARTMENTS
BELLEVUE, NEBRASKA

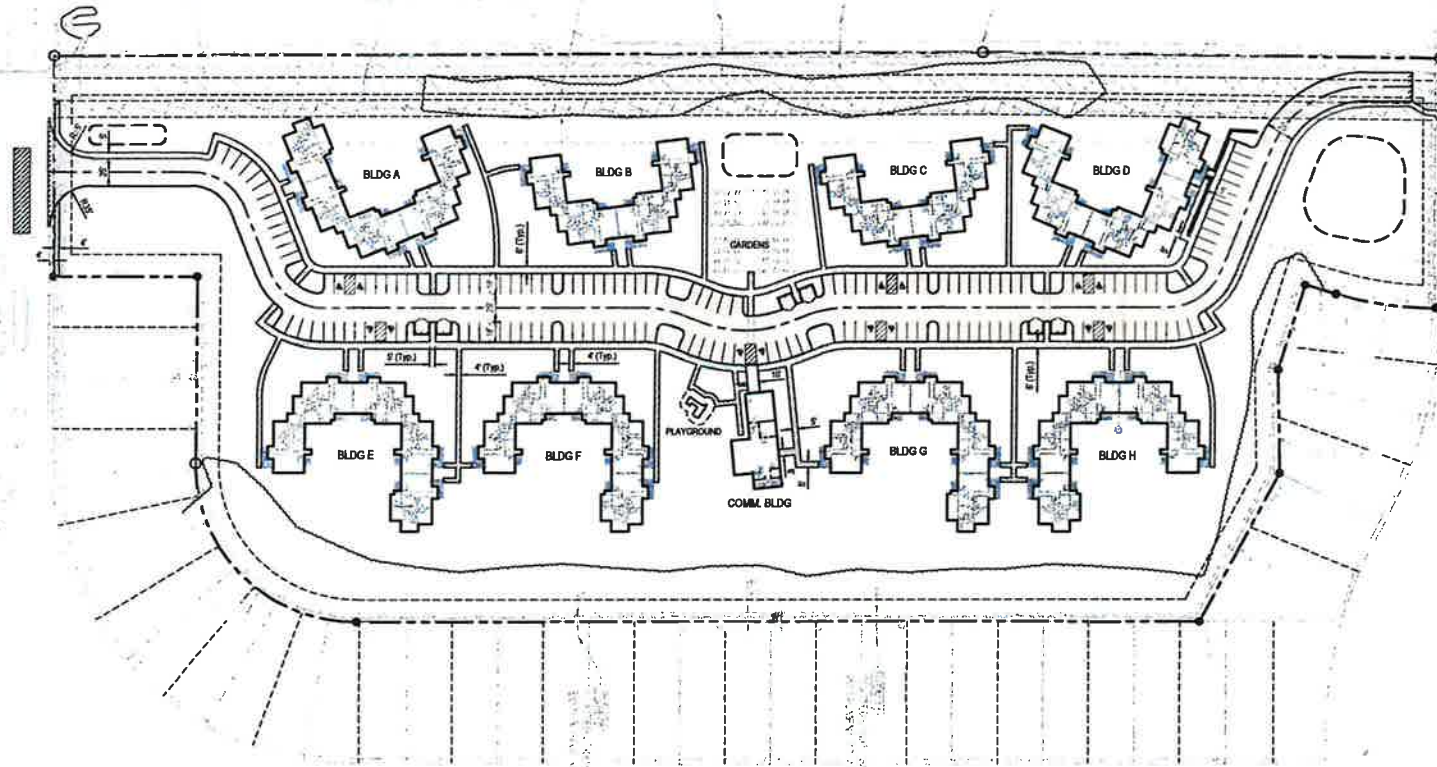
SITE PLAN
APPROVED BY: 7-18-2019

SITE PLAN
EXHIBIT

PROJECT: December 9, 2019

DATE: 12-10-2019

C1.1



*Orthographic Projection

SITE STATISTICS:
75 TOTAL UNITS

152 TOTAL PARKING STALLS

LEGEND

- 7' PCC with Integral Curb and Gutter
- 4' PCC Sidewalk
- Sealed Full Depth and Remove Existing Pavement
- PCISAP Basin Limits
- Retaining Wall



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201909.027.001



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LANDSCAPE NOTES:

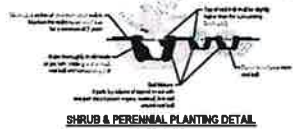
1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and size shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered and maintained once a week for a period of one month from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop side contact). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials impeding to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all areas and all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

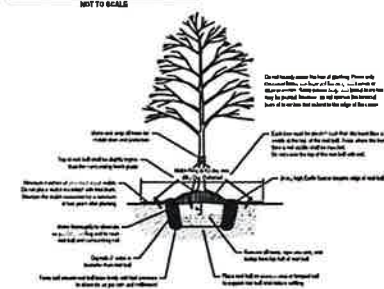
1. Irrigation bed to include meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a stand utility box with keypad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as-built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner an engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SCREENING NOTES:

1. The contractor shall notify the architect of least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been granted. No trees and shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the sod in the root of the sod during the process of transplanting. Sodding from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored in a satisfactory manner. If not in sods shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after lapping, of sod under all sod. Excavations or handwork shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of sod as specified and the thickness of sod as specified. Further shall be applied at a rate to provide 100 pounds of nitrogen per acre unless further has been specified under another item in this contract to the sod in the sod bed. Fertilizer applied under this item shall be incorporated with the sod to a depth of at least two inches below the sod in the sod, unless otherwise specified or approved. Incorporation shall be accomplished by digging, turning, drilling, raking or other approved means.
4. The sod in which the sod is laid shall be reasonably moist and shall be watered, if as directed. The sod shall be laid vertically, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure bonding and protect all exposed soil edges but without development of the soil or delamination of the surface of the sod in the sod bed and watered at the rate of five gallons per square foot of sodded area unless otherwise directed.



SHRUB & PERENNIAL PLANTING DETAIL



TREE PLANTING DETAIL - B & B TREE

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	7	Quercus bicolor	Swamp White Oak	2"	B&B
B	3	Acer x freemontii	Autumn Blaze Maple	2"	B&B
C	8	Platanus occidentalis	Sycamore	2"	B&B
D	7	Gleditsia triacanthos	Styline Honeylocust	2"	B&B
E	5	Betula nigra	River Birch	2"	B&B
F	7	Acer glabrum	Amur Maple	2"	B&B
G	5	Pyrus calleryana	Callery Pear	2"	B&B
H	9	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&B
I	22	Picea pungens	Colorado Blue Spruce	7-8'	B&B
J	15	Picea glauca 'Densata'	Black Hills Spruce	7-8'	B&B
K	27	Eucymnus alatus	Dwarf Burning Bush	3 Gal.	Cont.
L	48	Viburnum dentatum 'Christom'	Blue Mufin Viburnum	3 Gal.	Cont.
M	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
N	20	Juniperus x media 'Old Gold'	Old Gold Juniper	3 Gal.	Cont.
O	36	Taxus x media 'Hicksii'	Hicks Yew	3 Gal.	Cont.

- LEGEND:
- 280,010 SF - Areas to be installed with sod & irrigation
 - 2,800 SF - Areas to be installed with SuperSoft II Seed (United Seeds) & NAG SC150BN Rolled Erosion Control Blanket
 - Existing Tree to Remain
 - PCSPM Basins

TREE NOTES:

1. Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

ARTICLE XIX. LANDSCAPING & SCREENING REGULATIONS

- § 11.06 (8) Multi-family developments shall provide one deciduous shade or evergreen tree, or two ornamental trees and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements. Required = 38 trees & 113 shrubs. Provided = 38 deciduous / evergreen trees & 122 shrubs

- § 11.06 (9)(A) Plant materials shall include at least one deciduous shade or one ornamental tree, and three shrubs for every 40 linear feet of street frontage. Required = 40 trees & 30 shrubs. Provided = 27 deciduous / evergreen trees 13 ornamental trees & 30 shrubs

- § 11.06 (10)(A) There shall be 10 square feet of landscaped area per parking stall (150 stalls). Required = 2,850 SF. Provided = 6,068 SF

- § 11.06 (10)(B) One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 sq. feet of required landscaped area. Required = 10 trees. Provided = 10 trees



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A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLANE APARTMENTS
BELLEVUE, NEBRASKA

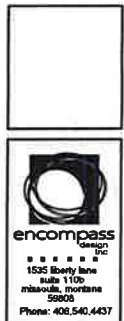
SITE PLAN
APPROVAL SET 7.13.2019

PRELIMINARY
LANDSCAPE
EXHIBIT

DATE: December 6, 2019

DATE: 10.12.19

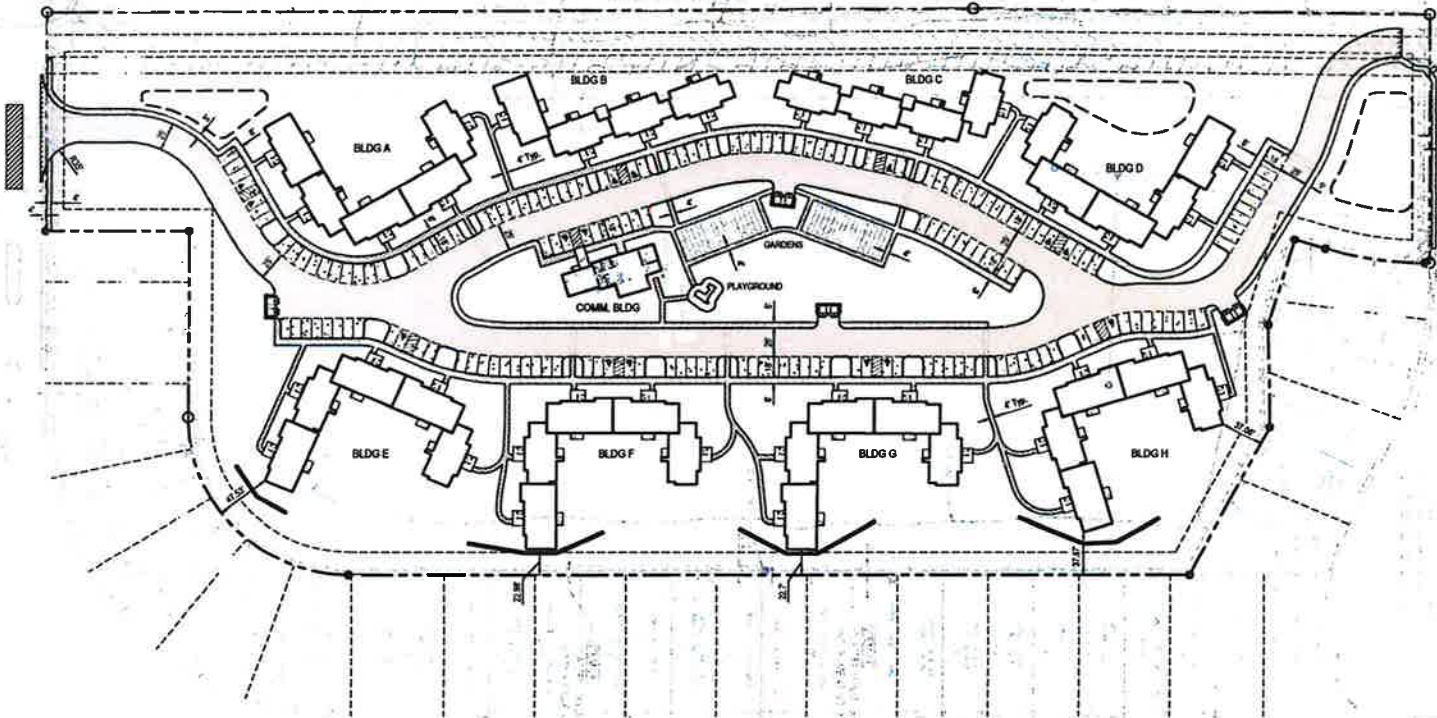
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A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLAINE APARTMENTS
BELLEVUE, NEBRASKA

SITE PLAN
APPROVAL SET 7/16/2019
**SITE PLAN
EXHIBIT**
DATE: July 16, 2019
BY: JAB/13/101

C1.1



SITE STATISTICS:
78 TOTAL UNITS
38 UNITS = 3-BEDROOM UNIT
35 UNITS = 4-BEDROOM UNIT
0.4 UNITS PER ACRE

174 TOTAL STALLS
2.3 STALLS PER UNIT

- LEGEND**
- 7' PCC With Integral Curb and Gutter
 - 5' PCC With Integral Curb and Gutter
 - 4' PCC Sidewalk
 - Sawcut Full Depth and Remove Existing Pavement
 - PCSDMP Basin Limits
 - Retaining Wall

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PSB19 127.881



encompass
design

March 25, 2018

Mr. Rusty Snow, President
Summit Housing Group, Inc.
283 W Front Street, Suite 1
Missoula, MT 59802

RE: Exhibit 207 – Amenities – Belle Plaine Apartments

As you know, we are presently providing conceptual design services for the Belle Plaine Apartments which will be constructed on the NE corner of Normandy Blvd. and Hwy. 75 in Bellevue, Nebraska. As such, this letter is to confirm that the project will include the following amenities:

- 1) On-site furnished community room with a minimum of 600 square feet.
- 2) Washer and dryer installed and maintained in each unit.
- 3) A community garden with designated water source that is paid for by the development owner, sufficient in size for every unit to grow vegetables and/or ornamentals.
- 4) Designated exterior playground area or exercise equipment with sufficient equipment for usage by tenants in all units.

Sincerely,

Jenn Clary, President
encompass design inc

J. Kate Sutherland, Project Architect
encompass design inc

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encompass design inc

1535 liberty lane suite 110b missoula mt 59808
O: 406.540.4437

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
2/4/2020

COUNCIL MEETING DATE:		SUBMITTED BY: Legal	
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 checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Regulation of Small Wireless Facilities by Telecommunications Companies.

SYNOPSIS/BACKGROUND:

An ordinance to amend Appendix A-Zoning, of the Bellevue municipal code is required to address "small wireless facilities" and to regulate the city's processing of applications for the deployment of small wireless facilities by telecommunications companies.

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:

Authorize Mayor to sign Ordinance Amending Bellevue Municipal Code by Adding a New Section 8.14 regarding Small Wireless Facilities.

ATTACHMENTS:

- | | | |
|--|---|----|
| 1. Ordinance-Small Wireless Facilities | 2. Small Wireless Facilities Permit Application | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robbins
[Signature]
[Signature]

AN ORDINANCE TO AMEND APPENDIX A-ZONING, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 8.14 REGARDING “SMALL WIRELESS FACILITIES”, REGULATING THE CITY’S PROCESSING OF APPLICATIONS FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES BY TELECOMMUNICATIONS COMPANIES; AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

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

Section 1. That Section 8.14 of Appendix A-Zoning of the Bellevue Municipal Code is hereby added to read as follows:

Section 8.14. Small Wireless Facilities.

8.14.01. - Findings and purpose.

- A. The city council finds that it is necessary to achieve a balance between the telecommunications needs of the city’s citizens, and the orderly, safe, and aesthetic deployment of small wireless facilities by telecommunications companies. The deployment of small wireless facilities is expected to enable the provision of improved and enhanced wireless services to citizens and visitors in the city. The FCC has encouraged and required the adoption of policies supporting the deployment of small wireless facilities, in its September 27, 2018 Declaratory Ruling and Third Report and Order, WT Docket Nos. 17-79 and 17-84. Also, 2019 Legislative Bill 184 imposed new limits on the local regulation of small wireless facilities. Those actions encourage the placement of such small wireless facilities in public right of way.
- B. The city is responsible for the safe and aesthetic maintenance of its public right of way, for the benefit of the public and for the protection of public health, safety, and welfare. Public right of way are a finite resource, and are subject to demands from competing interests. It is necessary to govern their use in a fair, safe, and orderly manner. This includes the proposed use of public right of way for telecommunications purposes. The city is also responsible for the processing and review of proposed telecommunications uses for properties other than public right of way, with the objective of protecting public health, safety, and welfare.
- C. It is therefore appropriate to adopt these rules and regulations for the processing and review of proposed small wireless facilities, both on public right of way and on other properties.
- D. The purpose of this article is to adopt regulations governing the safe, responsible, and fair deployment of small wireless facilities on public right of way and on other properties. It is the further purpose of this article to comply with or adopt provisions stated in the said September 27, 2018 FCC Order and 2019 Legislative Bill 184.

8.14.02. – Definitions

For the purposes of this Article, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. The purpose of these provisions is to promote consistency and precision in the interpretation of this Article. The meanings and construction of words as set forth shall apply throughout this Article, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

ACTION or TO ACT -- The city's grant of an application or issuance of a written decision denying an application.

ANTENNA -- Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

APPLICABLE CODES -- Any uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with federal, state or local law and to the extent such codes have been adopted by the city and are generally applicable in the city.

APPLICANT -- Any person who submits an application and is a wireless provider.

APPLICATION -- A written request submitted by an applicant to the city (1) for a permit to collocate small wireless facilities on an existing utility pole or support structure or (2) for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

AUTHORIZATION -- Any approval that the city must issue under this article and applicable codes prior to the deployment of a small wireless facility, along with any associated antenna equipment and support structure, including, but not limited to, zoning approval, building permit, and permit under this article.

CANTENNA -- means a cylindrical shaped antenna installed at the top of a pole.

COLLOCATE or COLLOCATION -- To install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a support structure or utility pole. Collocate or collocation does not include the installation of a new utility pole or new support structure in the right of way.

COMMUNICATIONS FACILITY -- Any set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.

COMMUNICATIONS NETWORK -- A network used to provide communications service.

COMMUNICATIONS SERVICE -- A cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

COMMUNICATIONS SERVICE PROVIDER -- A cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

DECORATIVE POLE -- A pole that is specially designed and placed for aesthetic purposes.

DEPLOYMENT -- Placement, construction, or modification of a small wireless facility.

FCC -- The Federal Communications Commission.

FEE -- A one-time, nonrecurring charge, to be collected upon application.

HISTORIC DISTRICT -- Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

LAW -- Any federal, state, or local law, statute, common law, code, rule, regulation, order, or ordinance.

MAKE-READY WORK -- All work, as reasonably determined by the city, required to accommodate a small wireless facility on a utility pole, and to comply with all the city's applicable codes. Such work includes, but is not limited to, modification or replacement of utility poles or lines, installation of guys and anchors, rearrangement of existing equipment, inspections, reasonable consultant fees or expenses, permitting work, design, planning, construction, materials, cost of removal (less any salvage value), tree trimming (other than tree trimming performed for normal maintenance purposes), facility construction, or conduit system clearing, but does not include ordinary maintenance.

MICROWIRELESS FACILITY -- Any small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

ORDINARY MAINTENANCE AND REPAIR -- Inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a facility.

PERMIT -- A written authorization, in electronic or hard copy format required by the city to perform an action, initiate, continue, or complete installation of a small wireless facility on an existing utility pole or an existing support structure, or to install, modify, or replace a utility pole to support installation of a small wireless facility.

PERMITTEE -- An applicant that has received a permit under this article, and its successors and assignees.

PERSON -- An individual, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or organization.

PUBLIC POWER SUPPLIER -- A public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric utility or a rural public power supplier.

RATE -- A recurring charge, collected on a regular basis such as annually.

REPLACE or REPLACEMENT -- In connection with an existing utility pole or support structure, to replace (or the replacement of) same with a new pole or structure, substantially similar in design, size and scale to the existing pole or structure and in conformance with this article and any other applicable codes, in order to address limitations of the existing pole or structure to structurally support collocation of a small wireless facility.

RIGHT OF WAY -- The area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in § 39-1302, the National System of Interstate and Defense Highways, or a private easement.

RURAL PUBLIC POWER SUPPLIER -- A public power district, a public power and irrigation district, an electric cooperative, or an electric membership association, that does not provide electric service to any city of the metropolitan class, city of the primary class, or city of the first class.

SITE TRIANGLE ZONE -- An area defined by a triangle with legs of 30 feet from the point at which the curbs or edges of two intersecting streets, private ways, trails, sidewalks, courts or an intersecting street, private way, trail, sidewalk or court and driveway meet.

SHOT CLOCK -- The period of time in which the city is required to act on an application.

SMALL WIRELESS FACILITY -- Any wireless facility that meets each of the following conditions: (1) The facilities (a) are mounted on structures fifty feet or less in height including the antennas or (b) are mounted on structures no more than ten percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

SUPPORT STRUCTURE -- Any structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. "Support structure" does not include a utility pole.

TECHNICALLY FEASIBLE -- By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

UTILITY POLE or POLE -- A pole located in the right of way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right of way. Utility pole does not include (1) support structures, (2) any transmission infrastructure owned or operated by a public power supplier or rural public power supplier, and (3) any distribution or communications infrastructure owned or operated by a rural public power supplier.

WIRELESS FACILITY -- Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. "Wireless facility" does not include (a) the structure or improvements on, under, or within the equipment which is collocated, (b) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna, or (c) a wireline backhaul facility.

WIRELESS INFRASTRUCTURE PROVIDER -- Any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or support structures, but that is not a wireless services provider.

WIRELESS PROVIDER -- A wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

WIRELESS SERVICES -- Any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

WIRELESS SERVICES PROVIDER -- A person who provides wireless services.

WIRELINE BACKHAUL FACILITY -- An above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

8.14.03. – Applicability.

This article shall apply to all deployments of small wireless facilities on right of way or other public or private property within the city and its two mile extraterritorial jurisdiction, as amended or annexed from time to time, except as specifically excluded in this section or in this article. This article shall not apply to any facility that was in existence and authorized by an agreement with the city as of the effective date of this article. Notwithstanding this section, the shot clock for an application shall be governed by this article or by an existing agreement, whichever provides for a shorter shot clock. Notwithstanding this section, application fees and yearly rates shall be governed by this article or by an existing agreement, whichever provides for smaller fees or rates. Small

wireless facilities shall be governed by this article, and not by other lease requirements of the city or this Code. This article shall not apply to the design, engineering, construction, installation, or operation of any small wireless facility located in the interior structure or upon the site of any college or university campus, stadium, or athletic facility not owned or controlled by the city, other than to comply with applicable codes. For an application submitted to the State of Nebraska regarding a location within right of way or other property owned or controlled by the State, to the extent that the State seeks a recommendation from the city regarding such application, the city shall apply the location and design standards of section 207-11 and repeal Resolution 2019-01 adopted January 14, 2019 regarding "Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way". The applicant for a location on such State right of way or other property shall provide to the city a copy of the application submitted to the State.

8.14.04. – Permit required.

It shall be unlawful for any person to install, maintain, or operate a small wireless facility, unless such person shall have previously obtained a permit under this article from the city expressly authorizing such small wireless facility. It shall be unlawful for any person to collocate a small wireless facility on or associated with an existing utility pole or support structure, unless such person shall have previously obtained a permit under this article from the city expressly authorizing the attachment or association of that specific small wireless facility. It shall be unlawful for any person to construct, install, replace, maintain, or operate a new utility pole or support structure to which will be attached or associated a small wireless facility, unless such person shall have previously obtained a permit under this article.

8.14.05. – Application.

A. Form and content. Application for a permit under this article shall be filed with the building and inspections department, on a form provided by that department. On or in addition to that form, an application shall include the following:

- (1) The applicant's name, address, telephone number, and e-mail address, including emergency contact information for the applicant.
- (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the application.
- (3) A description of the proposed work and the purposes and intent of the proposed small wireless facility.
- (4) If applicable, written authorization from the owner of the utility pole or support structure on which the small wireless facility will be placed or attached, if not the city. For a utility pole or support structure owned or controlled by the Omaha Public Power District or other owner, the applicant

shall provide proof of approval of the specific plans by that District or owner.

- (5) Detailed construction drawings regarding the proposed small wireless facility, and any associated equipment and utility pole or support structure. The drawings shall show the location, dimensions, elevations, equipment specifications, and attachment methods for the small wireless facility, all equipment, and the utility pole or support structure.
 - (6) To the extent the proposed small wireless facility involves collocation on a utility pole or support structure, a structural report performed by a duly licensed engineer evidencing that the pole or support structure will structurally support the collocation (or that the pole or support structure will be modified to meet structural requirements) in accordance with applicable codes.
 - (7) For any new above ground antenna equipment, accurate visual depictions and locations, if not included in the construction drawings.
 - (8) A full description of any make-ready work to be performed by the city in preparation for the proposed installation and use of the small wireless facility, associated equipment and utility pole or support structure.
 - (9) The application fee as required by this article.
 - (10) Bond and certificate of insurance as required by this article.
 - (11) The application form shall include:
 - (a) Language providing for the indemnification of the city by the applicant as required by this article; and
 - (b) An attestation by the applicant that the small wireless facility shall be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date, unless a delay is caused by lack of commercial power or communications transport facilities to the site, in which case the deadline shall be extended for up to nine months.
 - (c) The applicant's signature on and submittal of the application shall constitute agreement to subsections (A) and (B) above.
- B. Batching. An applicant may apply for more than one but no more than five small wireless facilities in a single application, provided that all information required by this section is provided for each separate small wireless facility. Application fees shall be paid for each small wireless facility, as provided in this article.

Each small wireless facility within a consolidated application is subject to individual review, except that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole. If an applicant applies to construct or collocate several small wireless facilities within the jurisdiction of the city, the city shall:

- (1) Allow the applicant, at the applicant's discretion, to file a single set of documents that apply to all of the applicant's small wireless facilities; and
 - (2) Render a decision regarding all of the applicant's small wireless facilities in a single administrative proceeding.
- C. Replacement or modification. A permittee shall be required to file an application and pay an application fee for the proposed replacement or modification of an existing small wireless facility, antenna equipment, or associated utility pole or support structure. In such case, the application shall include updated drawings of the facilities showing such replacement or modification. Such proposed replacement or modification shall be reviewed and acted upon by the city as if it were an initial application.
- D. Shot clock. The city shall act on a filed application, and all associated requests, on or before the expiration of the shot clock period.
 - (1) The shot clock period for an application is the sum of:
 - (a) Ninety days, plus an additional ten business days if requested in writing by the city prior to the expiration of the ninety days, plus,
 - (b) Such additional number of days of the tolling period, if any, pursuant to subsection (D)(2) below.
 - (2) Unless a written agreement between the applicant and the city provides otherwise, the tolling period for an application, if any, is as set forth below:
 - (a) If the city notifies the applicant in writing on or before the twentieth day after submission that the application is incomplete, and specifically identifies the missing documents or information, the shot clock date calculation shall restart at zero on the date on which the applicant submits all the documents and information identified by the city to render the application complete.
 - (b) Subsequent findings of incompleteness shall further toll the shot clock from the time the city sends written notice of incompleteness until the time the applicant provides the missing information.
 - (c) If the applicant submits new or additional documents or information

that include material changes not otherwise required by the city, a new application and application fee shall be submitted.

- (3) The shot clock deadline for an application is determined by counting forward, beginning on the day after the date when the application was submitted, by the number of calendar days of the shot clock period identified pursuant to this subsection (D); provided, that if the deadline calculated in this manner falls on a weekend or holiday, the deadline shall be the next business day after such date. The term “business day” means any day that is not a weekend day or holiday.

E. Permit issuance. Approval of an application authorizes the permittee to maintain and operate the small wireless facilities and any associated utility pole covered by the permit for a period of five years, subject to applicable relocation requirements and the permittee’s right to terminate at any time. At the end of each such term, such permit shall be considered automatically renewed for an equivalent duration so long as the permittee complies with the criteria of this article as of the time the permit was issued.

8.14.06. – Fees.

A. Application fees.

- (1) An application for a permit under this article for a small wireless facility shall be accompanied by an application fee in the amount of \$500.00 for up to five small wireless facilities, plus \$100.00 for each additional small wireless facility.
- (2) An application for a permit for a new, modified, or replacement utility pole or support structure intended to support one or more small wireless facilities shall be accompanied by an additional application fee of \$250.00.

B. Annual rates. A permittee who does not pay the city any occupation taxes under Section 11.84 of this Code shall pay to the city an annual rate of \$20.00 for each small wireless facility attached to a utility pole in city right of way, and an annual rate of \$250.00 for each small wireless facility located anywhere else in city right of way or city property. A permittee who does pay the city any occupation taxes under Section 11.84 of this Code shall not be required to pay to the city an annual rate. The annual rate shall be paid by or before January 1, in advance for the ensuing year.

C. Reimbursement of direct costs. If the applicant or permittee excavates or damages city right of way or other city property and the city repairs such excavation or damage, the applicant or permittee shall reimburse to the city the actual cost of such repair, as provided in Section 8.14.10 of this article.

8.14.07. - Interference, removal, and abandonment.

- A. In the event that any facility of a permittee on city right of way or city property obstructs or hinders the usual travel or public safety or obstructs the legal use of such right of way or property by utilities or other authorized users, the city may provide written notice to the permittee of such interference and of the need to resolve such interference. In the event that any such facility of the permittee causes any radiofrequency interference to any city facilities or other uses of city right of way or city property, the city may notify the permittee in writing of such interference and the need to resolve such interference. Upon service of any notice under this subsection, the permittee shall remedy such interference within 90 days or, in the case of an emergency, within such shorter time period as directed by the city. If such interference is not resolved in a timely manner, the permittee shall, at its own expense, remove its facilities from that location. In such case, the permittee may apply for the relocation of similar facilities at another location, without payment of an application fee.
- B. Within 90 days following written notice from the city, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its facilities, whenever the city has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any city improvement in, under or upon the public right of way. The permittee shall be responsible to the city for any damages or penalties the city may incur as a result of the permittee's failure to remove or relocate the facilities as required in this subsection.
- C. The city retains the right and privilege to cut or move any facility of the permittee located within the public right of way or on city property, as the city may determine in its sole discretion to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the city shall notify the permittee and give the permittee an opportunity to move its own facilities prior to cutting or removing the facilities. In all cases the city shall notify the permittee after cutting or removing the facilities as promptly as reasonably possible.
- D. The permittee may abandon its facilities at a location. The permittee shall notify the city of abandonment of any facility at the time the decision to abandon is made, but in no case shall such notification be made later than 30 days prior to abandonment. The permittee shall, within 30 days of such notice, remove its facilities at the permittee's own expense, unless the city determines and states in writing, in its sole discretion, that any part of the facilities may be abandoned in place. The permittee shall remain solely responsible and liable for all of its facilities until they are removed from the public right of way unless the city agrees in writing to take ownership of the abandoned facilities. For the purpose of this subsection, abandonment of facilities and cancellation of the related permit shall also be deemed to have occurred after such facilities are not used for a period of one year.

- E. If the permittee fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its facilities or remove any of its abandoned facilities as required in this section, the city or its contractor may do so. In such case, the permittee shall pay all reasonable costs related to such work.

8.14.08. - Indemnification.

In submitting an application and maintaining and operating its facilities, the permittee agrees to indemnify, defend and hold the city harmless from all claims, costs, damages, demands, suits, judgments, court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article. The application to be signed by the applicant shall contain the indemnification language stated in the section.

8.14.09. - Insurance.

- A. Upon and after application, the permittee of a permit under this article shall procure and thereafter continuously maintain for as long as any permit in its favor remains in effect, at the permittee's expense, commercial general liability insurance with a limit of at least \$2,000,000 per occurrence and in the aggregate for bodily injury (including death) and damage to property, including explosion, collapse and underground property damage. The permittee shall notify the city of any prospective cancellation or reduction in coverage of the policy, at least 90 days in advance of the cancellation or reduction. A certificate of insurance shall be provided with the application. The policy shall be available for review by the city upon request. The policy shall name the city as additional insured.
- B. Upon and after application, the permittee of a permit located on right of way or other city property shall provide and maintain in effect a bond with a surety, in favor of the city, in the minimum amount of \$50,000, to cover all permitted sites of the permittee. The surety of the bond shall be a surety company licensed to do business in Nebraska. The bond shall be conditioned:
 - (1) That the permittee and its successors or assigns shall indemnify, defend, and hold the city harmless from all claims, costs, damages, demands, suits, judgments, and court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article.
 - (2) For the maintenance of the sidewalk or public right of way.

- (3) For the compliance with all applicable laws regarding the permitted facilities and the use of the city right of way or other property.
- (4) For the return of the sidewalk, street, right of way or other public property to its condition prior to the permit.

8.14.10. – Permittee duties.

As a condition of the issuance of a permit under this article, the permittee shall perform the following duties:

- A. Small wireless facilities and associated communications facilities, utility poles and support structures shall be located, installed and maintained so that they do not materially endanger the lives, health or safety of persons, or materially interfere with any public improvements the city or other governmental entities (including any traffic control devices or signs, gas, electric, storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make. The location, installation or maintenance of the small wireless facility and associated communications facilities, utility pole and support structure shall not hinder or obstruct the usual travel or public safety on right of way, or obstruct the legal use of right of way by utilities or the safe operation of their systems or provision of service.
- B. All small wireless facilities and associated communications facilities, utility poles, and support structures shall be located, installed, and used so as to cause minimum radiofrequency or other interference with the right and reasonable convenience of other users of right of way and of owners' property which adjoins right of way.
- C. All construction, excavation, maintenance and repair work done by the permittee shall be done in a safe, workmanlike and expeditious manner which minimizes inconvenience and danger to the city, the general public and individuals. All such construction, excavation, maintenance and repair work done by the permittee shall comply with all applicable codes and laws. The city shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes, laws, and permits, and may order the permittee to perform corrective work. All right of way or other city property disturbed by permittees' activities shall be promptly restored by the permittee at its expense to its former condition, subject to inspection by the city. If the permittee fails to make required repairs, the city may give the permittee written notice of the required repairs. If after such notice the permittee fails to make the required repairs within fourteen days, the city may make the repairs, and permittee shall pay the city the reasonable cost of such repairs. The city shall grant the permittee a ten-day extension to perform repairs if requested by the permittee within the original fourteen-day period. In the event of immediate threat to life, safety, or to prevent serious injury, the city may immediately undertake to restore the site and then notify the permittee and charge the permittee for all reasonable restoration costs.

- D. The permittee shall install, construct, maintain and operate its small wireless facilities and associated communications facilities, utility poles, and support structures in a safe manner providing reasonable protection against injury or damage to any and all persons or property.
- E. Unless otherwise specified in the permit, the permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices. The permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is filled and finished to the satisfaction of the city, or as otherwise directed by the city.
- F. All construction and use of the small wireless facilities and associated communication facilities, utility poles, and support structures shall comply with the permit and approved final plans and specifications. Upon completion of installation of the small wireless facilities and associated communication facilities, utility poles and support structures, the permittee shall notify the permits and inspections department within three (3) business days of the completion of said work so that the city may conduct an inspection as provided for above. Any construction that does not conform to the permit and approved final plans and specifications shall be reconstructed or repaired to conform to the permit and approved final plans and specification within five (5) business days. If the construction and use of the small wireless facilities and associated communication facilities, utility poles, and support structures continues to fail to conform to the permit and approved final plans and specifications, the city may revoke the associated permit until such time as the work is in conformance.
- G. If a new utility pole or support structure is to be built for the sole or primary purpose of supporting a small wireless facility, such pole or structure shall comply with all applicable codes.

8.14.11. – Location and design standards.

The City desires to promote aesthetically acceptable and area conforming wireless facilities using the smallest and least intrusive means available to provide small wireless services to the community. All facilities in the public right of way must comply with all applicable provisions in this section.

- A. All small wireless facilities shall meet the following requirements:
 - (1) Antennas must be top-mounted and concealed within a radome (a structural, weatherproof enclosure that protects an antenna and is constructed of material that minimally attenuates the signal transmitted/received by such antenna) or otherwise concealed to the extent feasible. Cable connections, antenna mounts and other hardware must also be concealed. The radome or other concealment

elements must be non-reflective and painted or otherwise colored to match the existing support structure.

- (2) The antenna shall be no more than three cubic feet in volume. All other equipment associated with a small wireless facility, whether ground-mounted or pole-mounted, shall be no more than twenty-eight cubic feet in volume.
- (3) The color of the small wireless facility shall reasonably match the color of the utility pole or support structure upon which it is attached.
- (4) There shall be no advertising or signs on the small wireless facility, except for equipment logos, specifications, or maintenance instructions that are generally not readable from the ground or from ten feet away.
- (5) A small wireless facility shall be mounted at a height no more than the greater of (A) 50 feet, including the antenna, or (B) five feet above an existing utility pole in place as of the effective date of this article and located within five hundred feet in the same right of way.
- (6) Cantennas shall be no more than 12 inches in diameter and 48 inches in height.
- (7) If the antenna of the small wireless facility is side-mounted, it shall not protrude more than eighteen inches outside the pole, and shall not exceed the height of the pole.
- (8) The small wireless facility and all associated equipment mounted to the outside of a pole or support structure shall be at least eight feet above grade, excluding the disconnect switch.
- (9) Collocations between wireless service providers on the same support structure is required wherever feasible. If an applicant chooses to not collocate in areas where options are or appear to be available, the applicant must document that collocation is infeasible.
- (10) Cabling shall be located within conduit or inside the pole or support structure to as great a degree as possible, and otherwise shall be as flush to the pole or support structure as possible. Any support arms shall use flanges or channels to conceal exterior cables and passive radiofrequency gear. Shrouds, sleeves, or ninety-degree connectors shall be used to prevent exposed cables.
- (11) A small wireless facility shall include a disconnect switch. The disconnect switch shall be no more than twelve cubic inches in size, shall be painted the same color as the pole or support structure, and shall be mounted on the pole or support structure at a maximum of six feet above grade.
- (12) Unless otherwise required by the City, or for compliance with FAA or FCC

regulations, small wireless facilities shall not include any lights or lighting.

B. A new or replacement utility pole for a small wireless facility, referred to in this subsection as a “new pole,” shall be subject to the following requirements:

- (1) The new pole shall meet the generally applicable standards for such poles as established by the owner of such poles.
- (2) The new pole shall comply with applicable codes of general applicability.
- (3) The new pole shall be substantially similar in color, diameter, material, style, and arm structure of the nearest adjacent existing poles; provided, that there shall be no new installations of wooden poles.
- (4) A new pole replacing an existing decorative pole shall conform to all non-discriminatory design aesthetic features of the existing decorative pole.
- (5) The height of a new pole shall not exceed the greater of (A) five feet above the tallest existing utility pole in place as of the effective date of this article located within five hundred feet of the new pole in the same right of way, or (B) fifty feet above ground level.
- (6) The diameter of the new pole shall be no more than fourteen inches; provided, that the bottom sixty-six inches of the new pole may be no more than eighteen inches in diameter.
- (7) The new pole shall be in alignment with existing trees, utility poles, and streetlights.
- (8) The new pole shall be an equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- (9) The new pole shall be placed with appropriate clearance from existing utilities, to accommodate the passage of traffic in the right of way and any work done on or around the facilities.
- (10) The new pole shall be placed outside of a 30-foot clear site triangle zone where pedestrian trails, sidewalks, and streets intersect(s).
- (11) The new pole shall be placed so as not to be located along the frontage of a Historic District.
- (12) The new pole shall not be placed within 50 feet of the apron of a fire station or other emergency service responder facility.

(13) In accordance with existing standards for street light poles, a new pole shall be located no closer than one hundred fifty feet from an existing street light pole on an arterial or collector street, and no closer than one hundred feet from an existing street light pole on a local or residential street. This requirement shall not prevent the replacement of light poles in place as of the effective date of this articles that do not meet this spacing requirement.

(14) A new pole shall not be located within seven feet of an electrical conductor unless the applicant obtains the written consent of the entity that owns or manages the electrical conductor.

C. All small wireless facilities, and all of their associated equipment, ground equipment, communications facilities, and utility poles and support structures, shall comply with the following requirements:

(1) So as not to impede or impair public safety or the legal use of the right-of-way by the traveling public, ground mounted equipment must be installed below grade or concealed in a ground-mounted cabinet. Ground mounted cabinets must comply with the following design standards:

- a. In urban sections with curb and gutter, ground mounted equipment shall not be located closer than four (4) feet from the pavement or face of curb, and shall not be located closer than two (2) feet from a sidewalk, bike lane, or shared-use path as measured to the nearest part of the equipment.
- b. In rural sections with open ditches, ground mounted equipment shall be located at least one (1) foot inside the right-of-way line.
- c. Ground mounted equipment shall be placed outside of all site triangle zone(s).
- d. Ground mounted equipment locations shall be located a minimum of twelve (12) feet from driveway aprons as measured parallel to the right-of-way.
- e. Ground mounted equipment shall be consistent with any applicable design standards of the Omaha Guidelines and Regulations for Driveway Location, Design and Construction.
- f. Ground mounted equipment must be secured to a concrete foundation or slab with a breakaway design allowing the equipment to disconnect from the foundation in the event of collision or impact.
- g. Screening of ground mounted equipment with a variety of plant material may be required based on the characteristics of the surrounding area.
- h. All proposed ground mounted equipment shall be reviewed for determination of applicability of the city's generally applicable landscape screening requirements based on the surrounding context, and where required, for appropriateness of the proposed planting plan and plant specifications.

- (2) Such items shall not materially interfere with sight lines or clear zones for air or land transportation or pedestrians.
- (3) Such items shall not obstruct or hinder the usual travel or public safety on right of way, or obstruct the legal use of right of way by utilities or the safe operation of their systems or provision of service.
- (4) Such items shall not violate or materially interfere with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement.
- (5) Such items shall comply with applicable codes of general applicability.

8.14.12. - Make-ready work.

- A. In its application, the applicant shall identify any make-ready work proposed to be performed by the city. Within one hundred twenty days after receipt of a completed application, the city shall provide a preliminary good faith estimate of the cost of such make-ready work to be paid by the applicant to the city. The applicant shall pay to the city the amount of the estimated cost. Make-ready work to be performed by the city shall be completed within ninety days after written acceptance of the good faith estimate by the applicant. Upon the city's completion of the make-ready work, the applicant shall pay the city, or the city shall refund to the applicant, as the case may be, the difference between the cost estimate paid and the actual cost. Total fees shall not exceed actual costs of the make-ready work. Alternatively, the city and the applicant may agree that the applicant or a party other than the city may perform the make-ready work, subject to the city's approval before and after the work.
- B. The city may require replacement of the utility pole if it determines that the collocation would make the utility pole structurally unsound. The person owning the utility pole shall not require more make-ready work than required to meet applicable codes and industry standards.

8.14.13. - Assignment.

A permittee may assign its right to a permit, small wireless facility, and associated equipment or structures it owns, to an assignee. Such assignment shall not be effective until the applicant and the assignee sign and file with the building and inspections department a notice of assignment, containing:

- A. The assignee's name, address, telephone number, and e-mail address, including emergency contact information.
- B. Exact location of all small wireless facilities and associated equipment or structures being assigned.

8.14.14 (Reserved)

8.14.15 (Reserved)

8.14.16 (Reserved)

Section 2. Effective Date. This Ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance for at least one (1) week in a newspaper in general circulation within the City of Bellevue, which publication must take place within fifteen days of the passage of this Ordinance by the City Council. The City Clerk shall cause this Ordinance to be published in book or pamphlet form. That this Ordinance shall have the same force and effect as though it had been published at large.

That a copy of said Ordinance shall be filed for use and examination by the public in the office of the City Clerk.

PASSED AND APPROVED this ____ day of _____, 2020.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

SMALL WIRELESS FACILITIES PERMIT APPLICATION

Instructions:

Complete this Small Wireless Facilities (SWF) Permit Application Form and attach the *Required Supporting Materials* (collectively, the “Application”). Consolidated Applications otherwise known as Batch Applications, shall not exceed five (5) proposed SWF’s. Payments are accepted by Check or Credit Card. Checks are payable to “City of Bellevue.” Application fees are nonrefundable.

Method of application submission is by mail to the contact information below. Questions on permitting process are likewise fielded by this individual. For details on Application requirements, refer to Ordinance No. _____ of the Bellevue City Code hereinafter the “SWF Ordinance” and Neb. Rev. St. § 86-1201 et seq. hereinafter the “Nebraska Small Wireless Facilities Deployment Act.”

Attn: Tammi Palm
Planning Manager

City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005
(402) 293-3038
Tammi.Palm@bellevue.net

Applicant must provide notice to the Permits and Inspections Department per the Construction and Inspection Requirements in the SWF Ordinance. Per that Section, the city’s contact information is below:

Mike Christensen
Chief Building Official

(402) 293-3015
Mike.Christensen@bellevue.net

Required Supporting Materials:

1. Written authorization from the owner of the utility pole or support structure on which the small wireless facility will be placed or attached, if not the city. For a utility pole or support structure owned or controlled by the Omaha Public Power District or other owner, the applicant shall provide proof of approval of the specific plans by that District or owner.
2. Detailed construction drawings of the proposed SWF(s), and any associated equipment and utility pole or support structure which show the location, dimensions, elevations, equipment specifications, and attachment methods for the SWF(s), all equipment, and the utility pole or support structure.
3. To the extent the proposed SWF(s) involves collocation on a utility pole or support structure, a structural report performed by a duly licensed engineer evidencing that the pole or support structure will structurally support the collocation (or that the pole or support structure will be modified to meet structural requirements) in accordance with applicable codes.
4. For any new above ground antenna equipment, a conceptual rendering of the said equipment, including accurate visual depictions and locations, if not included in the construction drawings.
5. A full description of any make-ready work to be performed by the city on city-owned poles in preparation for the proposed installation and use of the small wireless facility, associated equipment and utility pole or support structure.
6. Application Fee. This Fee covers all permits necessary to deploy SWF(s) including but not limited to excavation, electrical, and building permit(s).
 - a. \$500.00 for an application containing as few as one (1) or up to as many as five (5) SWF's, plus an additional \$100 for each additional SWF.
 - b. For an application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF, a fee of \$250 per pole or structure. .
7. Bond and certificate of insurance. Bond and Insurance must be in the owner of the SWF name(s).

The following information must be provided for the application to be considered complete:

APPLICANT INFORMATION:

Name: _____ E-Mail: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Fax Number: _____

CONSULTANT INFORMATION, IF DIFFERENT FROM APPLICANT:

Name: _____ E-Mail: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Attestation: By signing below, Applicant attests that the SWF(s) contained herein shall be operational for use by a wireless service provider within nine (9) months after the later of the completion of all make-ready work or the permit issuance date, unless a delay is caused by lack of commercial power or communications transport facilities to the site, in which case the deadline shall be extended for up to nine (9) months or unless the Applicant and the city agree to an extension.

Indemnification: By signing below, Applicant agrees to indemnify, defend and hold the city harmless from all claims, costs, damages, demands, suits, judgments, court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article. Permittee's indemnity shall not apply to any loss or damage resulting from the negligence or willful misconduct of the city or its employees, contractors, or agents.

Applicant Signature (or authorized agent)

Date

SWF Location(s) – Can provide on Separate Sheet if Needed.

	Location(s) – Approximate Street Location & X,Y Coordinates	Description(s) of the proposed work, purpose, and intent	Proposed attachment: (Utility) Utility Pole, (3P) Third Party Pole, or (City) City-Owned Pole
1			
2			
3			
4			
5			

End of SWF Permit Form – Do Not Fill Out Beneath the Line Below

For City Use Only

Shot clocks:

Date Application Received: _____

Application Complete? ____ Yes ____ No

If incomplete, date Applicant was notified in writing of Incomplete: _____

If incomplete, specific application requirement(s) was Applicant instructed to fix:

If incomplete, date of resubmission: _____

If incomplete, adjusted Date Permit Action is Due: _____

If Tolling period, Dates: _____

Date Permit Action is Due: _____

Action Log:

Planning:

☐ Approved

☐ Denied

Public Works:

☐ Approved

☐ Denied

Planning Manager Date

Public Works Director Date

Finance:

Occupation Tax Status: Does Applicant pay the city Telecommunications Occupation Taxes?

☐ Yes, \$0 Annual Rental Rate

☐ No, Annual Rental Rate is

- \$20 for each SWF attached to a utility pole
- \$250 for each SWF located anywhere else in ROW or City Property

Payment due on or before January 1, in advance of the ensuing year.

Finance Director Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c1.
2/4/2020

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

SUBJECT:

Repeal of Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way.

SYNOPSIS/BACKGROUND:

Resolution No. 2019-01 was approved "Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way" to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities. Resolution 2019-01 should be repealed in its entirety as it is no longer necessary and conflicts with provisions in the current ordinance on the agenda.

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:

Authorize Mayor to sign Resolution repealing Resolution No. 2019-01 in its entirety.

ATTACHMENTS:

1. Resolution-Repeal	2. Resolution 2019-01	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. New Robins
[Signature]

RESOLUTION NO. 2020-05

WHEREAS, the City of Bellevue, Nebraska, by Resolution No. 2019-01, on the 14th day of January, 2019 approved "Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way" to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities.

That on or about _____, 2020, the City Council approved Ordinance No. _____ wherein a new section 8.14 regarding "Small Wireless Facilities" was added to Appendix A-Zoning of the Bellevue Municipal Code. As such, all design guidelines are incorporated into said ordinance.

WHEREAS Resolution No. 2019-01 is no longer necessary and conflicts with provisions in Ordinance No. _____ passed by the City Council.

WHEREAS the City of Bellevue wishes to repeal Resolution 2019-01 in its entirety.

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

The City of Bellevue is hereby repealing Resolution 2019-01 as all applicable design guidelines for small wireless facilities can now be found in Section 8.14 of the Bellevue City Code.

ADOPTED AND APPROVED this _____ day of February, 2020.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019- 01

14a
1-14-19

WHEREAS, the Federal Communications Commission ("FCC") recently enacted regulations accelerating the deployment of small cell wireless infrastructure in municipalities; and,

WHEREAS, said FCC regulations dictate application review processes which municipalities such as the City of Bellevue will be required to follow; and,

WHEREAS, said FCC regulations go into effect on January 14, 2019, and additionally provide for municipalities to have reasonable aesthetic guidelines published in advance of any small cell wireless providers' applications for infrastructure investment in municipal rights-of-way, in order to be binding on such small cell wireless providers; and,

WHEREAS, the City of Bellevue has drafted *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, a copy of which is attached to the Resolution.

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

The attached *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities, including but not limited to network nodes and node support poles, and related use of or work in right of way, within the corporate boundaries or extraterritorial jurisdiction of the City of Bellevue, are hereby adopted and shall be effective as of the date first written below.

ADOPTED AND APPROVED this 14th day of January 2019.



Mayor

ATTEST:



City Clerk

Design Guidelines

for the

Installation of Wireless Facilities in Public Right-of-Way

City of Bellevue, Nebraska

January 14, 2019

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Bellevue ("City") has the duty to manage the public right-of-way for the health, safety, and welfare of the City and public.

Purpose: The City enacts these Design Guidelines in order to meet its duty to the citizens of the City, and to give standards to wireless telecommunications providers for the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: These Design Guidelines are for siting and criteria for the installation of wireless facilities, including micro network nodes, network nodes, node support poles and related ground equipment being installed in the public right-of-way.

These Design Guidelines shall apply to all sitings, installations, collocations in, on, over or under the public right-of-way of network nodes, node support poles, micro network nodes, distributed antenna systems, microwave communications or other wireless facilities, by whatever nomenclature, collocated or installed and related access and work. All installations or other work in right-of-ways shall require an agreement with and be consented to by the City in its discretion in addition to any required permit or approval.

SECTION 2. DEFINITIONS.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable Codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes as adopted or amended by a recognized national code organization and the City from time to time; and
- (B) local amendments to those codes from time to time.

City means the City of Bellevue, Nebraska, or its lawful successor.

City Administrator shall mean City Administrator of the City of Bellevue or the City Administrator's designee.

Collocate and *Collocation* means the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to, hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative Pole means a streetlight or other pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to municipal codes or other Law.

Design District means an area that is zoned, or otherwise designated by municipal code or other Law, and for which the city maintains and enforces unique design or aesthetic standards, including without limitation, zoning overlay districts and Historic Districts.

Disaster Emergency or Disaster or Emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the City is threatened, and includes, but is not limited to any declaration of emergency by City, state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway Right-of-Way means right-of-way adjacent to a state or federal highway.

Historic District means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal Law.

Law means all common laws, and all federal, state, or municipal laws, statutes, codes, rules, regulations, orders, policies, resolutions, or ordinances as enacted or amended from time to time.

Local means within the geographical boundaries of the City, which shall include the corporate boundaries of the City and the extraterritorial jurisdiction of the City, as modified from time to time.

Location means a City approved and lawfully permitted location for the network node.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed that supports or is capable of supporting antennas.

Mayor means the Mayor of the City of Bellevue, Nebraska.

Micro Network Node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal Park means an area that is zoned or otherwise designated by municipal code or other Law as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility or a municipality and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

Network Provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf or for use of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means all written authorizations, agreements, and instruments issued, approved or executed by the City for the use of, or work in, the public right-of-way, or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority. Notwithstanding any other provision of these Guidelines to the contrary, use of public right of way by Providers shall require permits in form and content satisfactory to the City. Providers shall be required to submit applications for permits on such forms and including such content and information as specified by the City from time to time. Providers shall be required to

commence work within sixty days after an applicable permit is issued and diligently proceed to completion of approved collocations or installations. Any failure to commence or proceed with such work automatically shall render the permit null and void without any further action required of City.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private Easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public Right-of-Way means the area on, within, below, adjacent to, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has any interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Service Pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small Cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way. While a right-of-way may include sidewalks and utility easements, a "Street" does not. A "Street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless Service Provider means a person that provides wireless service to the public.

Wireless Facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles".

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Restricted Areas .

1. ***Municipal Parks and Residential Areas.*** A Network Provider may not collocate any network nodes on an existing pole, or install any network nodes or node support poles in a public right-of-way, without the City's prior written consent and all required permits, if the public right-of-way is in or adjacent to a municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multi-family residences or undeveloped land that is designated for residential use by zoning or deed restrictions ("Residential Area").

1.1. A Network Provider collocating or installing a network node or node support pole in a public right-of-way described above also shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities. Each permit application shall disclose if it is within a Municipal Park or Residential Area as described above.

2. **Design Districts.** A Network Provider must obtain advance written approval and a permit from the City before collocating network nodes or installing node support poles in a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District.

2.1 Each Permit application shall disclose if it is within a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Camouflage and Concealment.** As a condition for approval of network nodes or node support poles described in subsection 1 or 2 above, the City shall require reasonable camouflage and concealment measures, including without limitation, reasonable spacing, design, size, and color requirements for the network nodes or node support poles. Therefore, any request for such collocations or installations must include proposed camouflage and concealment measures in the permit applications.

3.1. Not in limitation of the foregoing, the City requests that each Network Provider explore the feasibility of new and creative methods of using camouflage and concealment measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in such areas.

4. All Network Providers shall comply with and observe all applicable City, State, and federal historic preservation and other Laws and requirements.

5. **Historic Landmarks.** A Network Provider may not install a network node or node support pole within 300 feet of a historic site or structure or historic landmark recognized by the City, state or federal government as of the date of the submission of the permit. Each permit application must disclose if it is with 300 feet of such a structure.

6. **Compliance with Undergrounding Requirements.** A Network Provider shall comply with any applicable undergrounding requirements, including without limitation, those specified in municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit, limit, regulate, or restrict installing aboveground structures in a public right-of-way.

6.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and/or conversions of overhead to underground areas, as may be specified in accordance with applicable Law.

6.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Most preferable locations

1. *Industrial Areas* if not within or adjacent to a municipal park, residential area, or Design District.

2. *Highway Rights-of-Way Areas* if not within or adjacent to a municipal park, residential area, or Design District.

3. *Retail and Commercial Areas* if not within or adjacent to a municipal park, residential area, or design district.

C. Designated Areas.

1. Currently designated *Residential Areas* are any areas zoned for single family or multi-family residential use.

2. Currently designated *Design District* areas are:

(a) Olde Towne

(b) Twin Creek

3. Future residential areas or Design Districts may be designated by the City Council from time to time in accordance with applicable Law, and they shall be deemed to be included in these Guidelines without any further action required of the City.

4. While not required to designate Underground Compliance Areas to prohibit above ground wireless facilities, the City may, from time to time, also designate Underground Compliance Areas.

D. Exceptions

The City, upon demonstration of necessity to the satisfaction of the City Council or its designee, by its consent and agreement may grant exception to the above prohibited locations and sizes, in accordance with applicable Law.

E. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles. Not in limitation of any other requirements of these Guidelines:

1. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.

2. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public.

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal service pole* use is the lowest priority and prohibited unless the only option.

3. *New node support poles* shall be the least preferred type of allowed facility for attachment of network nodes.

4. *Ground Equipment*. Ground equipment shall be minimal and the least intrusive.

SECTION 4. REQUIREMENTS ON PLACEMENT.

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 4 shall apply.

A. Generally.

A Network Provider shall construct and maintain network nodes and node support poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on or in connection with a public right-of-way;
2. obstruct, impede, or hinder the legal use of a public right-of-way by other utility providers;
3. violate applicable codes;
4. violate or conflict with any applicable public right-of-way management ordinance or these Design Guidelines.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) or any other applicable Law.

B. General Requirements and Information:

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations and other requirements as set forth in Appendix A of this document, incorporated into this document by reference with each application and with each request for a permit for each location.

2. *State and Federal Rights-of-Way Permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-interference with City Safety Communication Networks*.

a. The Network Provider needs to provide analysis satisfactory to the City Administrator that the proposed network nodes shall not cause any interference with City public safety radio system, traffic signal light system, or other public safety or communications components.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed network node. A network node shall not be

installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node Facilities, Node Support Poles and Related Ground Equipment:*

a. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator and impedes, obstructs, or hinders pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable Laws, including without limitation the American With Disabilities Act, then Network Provider shall promptly remove the network node facilities, node support poles or ground equipment.

b. Notice to remove and relocate unauthorized facilities; fine or penalty: After 30 days' notice to remove any network node, node support poles or ground equipment that is located in the incorrect location, if not relocated, shall be deemed unlawful and the Network Provider shall be subject to such penalties or fines as prescribed for violations of the City Code until the network node facilities, node support poles or ground equipment is relocated to the correct area within the permitted location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the network node facilities, node support poles or ground equipment.

C. Underground Requirement Areas.

1. A Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to be an underground requirement area, then a Network Provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said micro network node, network node, node support pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition.

D. Network Node facilities placement:

1. *Right-of-Way:* Network node facilities, node support poles and related ground equipment shall be placed within two feet of the outer edge of the right-of-way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height Above Ground.* Network node attachments to a pole shall be installed at least eight (8) feet above the ground, and if a network node attachment is projecting

toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on Number of Network Nodes per Site.* There shall be no more than one network node on any one pole.

E. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or node support poles at the same spacing as the spacing between utility poles in the immediate proximity, but no less than 300 feet from any utility pole or any other node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or Modified Utility Pole.* Node support pole or modified utility pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

F. Ground Equipment.

1. *Ground Equipment Near Street Corners and Intersections:* Ground equipment shall be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment Near Municipal Parks.* For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the Network Provider shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the City Administrator in writing.

3. Minimize Ground Equipment Density:

To enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

G. Service Poles:

1. *In Accordance with Agreement:* Installations on all service poles shall be in accordance with an agreement.

2. *Required Industry Standard Pole Load Analysis:* Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the

municipality, to the satisfaction of the City Administrator, with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.

3. *Height of Attachments*: All attachments on all service poles shall be at least 8 feet above grade, and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals*: Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.

5. *Installations on Street Signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 5 shall apply.

A. Concealment.

1. Concealment of network nodes and node support poles shall be required by the City in Design Districts with decorative poles.

2. All new node support poles shall be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The network node facilities shall be concealed or enclosed in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

Colors in Design Districts must be in strict accordance with the City's applicable ordinances or other Law.

Colors in Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 6 shall apply:

A. Network Provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, Node support poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure.

B. Network Provider shall not allow or install generators or back-up generators in the right-of-way.

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's applicable ordinances or other Law.

2. Indemnity shall be in strict accordance with the City's applicable ordinances or other Law.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its micro network node, network node facilities, node support pole or related ground equipment at its own discretion, shall be in strict accordance with the City's applicable ordinances or other Law.

2. If the Network Provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the City Administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, Node support poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and relocation of Network Provider's micro network node, network node, node support pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's applicable ordinances or other Law.

2. Except as provided in existing state and federal law, a Network Provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider at its sole cost and expense to remove or relocate its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way for City construction projects in accordance with municipal, state, or federal Law, including the common-law.

4. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing municipal, state and federal Law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its costs and expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property or equipment, (b) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, permits, and certifications required by Law for its micro network node, network node, node support pole and related ground equipment, or use of any location.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the Network Provider's sole cost and expense.

3. The City Administrator shall provide 90 days written notice to the Network Provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

4. Network Provider shall reimburse City for the City's actual cost of removal of micro network node, network node, node support pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with all applicable Laws.

B. INSPECTIONS.

The City Administrator, or designee, may perform inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way.

If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete micro network node, network node, node support pole and related ground equipment shall be removed by Provider at its sole cost and expense.

Network Provider shall remove micro network node, network node, node support pole and related ground equipment when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the micro network node, network node, node support pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes or abandons permanent structures in the right-of-way, the Network Provider shall notify the City Administrator in writing of such removal or abandonment and shall file with the City Administrator the location and description of each micro network node, network node, node support pole and related ground equipment removed or abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the right-of-way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's applicable Law.

Network Provider shall maintain and provide the City Engineer copies of accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the right-of-way, including without limitation, Microstation/GIS digital and other formats requested by the City Engineer. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and proper performance of work in the right of way by Network Provider's personnel and contractors shall be in strict accordance with applicable Law ,

Network Provider shall make citizen satisfaction a priority in using the right-of-way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its micro network node, network node, node support pole and related ground equipment in the right-of-way. Network

Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator, Network Provider is not performing in accordance with this subsection 2, Network Provider shall take all remedial steps to conform to these standards.

3. Drug Policy. Drug policy of Network Provider's personnel, and contractors in the rights-of-way shall be in strict accordance with applicable Law.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City right-of-way is prohibited.

4. Allocation of Funds for Removal and Storage. The City has appropriated \$0 to pay for the cost of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this article, and no other funds are allocated.

5. Ownership of Network Node and Related Equipment. No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by Network Provider will become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the right-of-way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with applicable Law.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its micro network node, network node, or node support pole, to prevent branches of such trees from contacting attached micro network node, network node, or node support pole. When directed by the City Administrator, Network Provider shall trim under the supervision and direction of the Public Works Director or his designee. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with applicable Law.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by Law (e.g. RF ground notification signs) or the City Administrator.

Except as required by Law or by the utility pole owner, Network Provider shall not post any other signage or advertising on the micro network node, network node, node support pole, service pole or utility pole.

8. Graffiti Abatement.

As soon as possible, but not later than seven (7) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its micro network node, network node, node support pole, and related ground equipment located in the

right-of-way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight Law.

9. Restoration.

Network Provider shall restore and repair the right-of-way from any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's installation, collocation, removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with applicable Law.

Network Provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation (or any other of Network Provider's activities hereunder), at Network Provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a permit for the applicable location or did the work at such location (even if Network Provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the approval of the City Administrator.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the collocation or installations of any micro network node, network node, node support pole or related ground equipment, or any other work or activity in the right-of-way, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Guidelines, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13. DESIGN MANUAL - UPDATES

Placement or modification of micro network node, network node, node support pole and related ground equipment shall comply with the City's Design Guidelines at the time the permit for installation or modification is approved and as amended from time to time.

APPENDIX A

Requirements for Installation of Small Cell Network Nodes

A network node to which this chapter applies must conform to the following conditions:

I. Collocations on Existing Utility Poles and Municipal Service Poles

General:

(A) Only the antenna, concealing shroud and associated wiring may be located on the support structure.

(B) Cabling which services the Network Node shall enter at the base of the support structure and fully enclosed in conduit of a minimal size and number.

(C) Related ground equipment, except for electrical meter, shall be housed in a single cabinet of minimal size at a location subject to City approval.

(D) All wiring routed between ground equipment and pole is to be fully concealed from view.

Antennae:

(A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.

(B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.

(C) The maximum diameter of the shroud shall be no wider than 1.5 times the diameter of the top of the structure.

(D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.

(E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.

(F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that is capable of accepting paint to match the pole structure.

(G) Color for all antennas and shrouds shall be selected by the City Administrator or her designee in order to match the context and nature of the surrounding area.

II. New Wireless Structures with Small Cell Network Nodes

General:

- (A) All new wireless structures shall be constructed of solid hot-dipped galvanized steel, be round in shape with a smooth pole shaft.***
- (B) New Wireless Structures should be stealth in design, with all equipment integrated in the pole or contained in a cabinet away from the pole.***
- (C) Wireless support structures incorporating pole mounted small cell facilities shall be tapered in diameter from the base to the top, with a maximum diameter of 12 inches at the base and a maximum diameter of 8 inches at the top.***
- (D) Wireless support structures must be supported by a reinforced concrete base in dimensions approved by a Professional Engineer licensed in the State of Nebraska, and reviewed and approved by the City Engineer.***
- (E) All anchor bolts must be concealed from view with an appropriate boot or cover coated or painted to match the pole.***
- (F) Pole owners must allow collocation of other provider equipment on all poles.***

Antennae:

- (A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.***
- (B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.***
- (D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.***
- (E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.***
- (F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that matches the color of the wireless structure.***

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 1, Cascio Addition No. 1 from BG-PCO to RG-20 for the purpose of existing multi family residential. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road

SYNOPSIS/BACKGROUND:

Sheltering Tree is requesting a change in zone to bring the property into conformance with the current zoning regulations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

- | | | |
|---|-----------------------|-----------------|
| 1. Planning Commission Recommendation Sheet | 2. Rezoning Ordinance | 3. Staff Report |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sheltering Tree Housing Corporation

LOCATION: 1903 Gregg Road

CITY COUNCIL HEARING DATE: January 23, 2020

REQUEST: rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20

On January 23, 2020, the City of Bellevue Planning Commission voted six yes, zero no and zero abstained:

APPROVAL of a request to rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20 for the purpose of existing multi-family residential, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Casey					Cain	
	Perrin					Cutsforth	
	Aerni					Jacobson	
	Ritz						
	Ackley						
	Hankins						

Planning Commission Hearing (s) was held on: January 23, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-1912-08

FOR HEARING OF:

REPORT #1: January 23, 2019

REPORT #2: February 4, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Sheltering Tree Housing Corporation
c/o Shirley McNally
1323 William Street
Omaha, NE 68108

B. PROPERTY OWNER:

Sheltering Tree Housing Corporation
1323 William Street
Omaha, NE 68108

C. LOCATION:

1903 Gregg Road

D. LEGAL DESCRIPTION:

Lot 1, Cascio Addition No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M. Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 1, Cascio Addition No. 1, from BG-PCO to RG-20.

F. EXISTING ZONING AND LAND USE:

BG-PCO, General Business, Planned Center Overlay, Multi Family Residential
G. PURPOSE OF REQUEST:

The purpose of this request is to rezone the property to bring it into conformance with the current zoning regulations.

H. SIZE OF SITE:

The site is approximately 1.9 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

A multi family residential building consisting of 11 units is presently developed on the site. The building was constructed in 2014.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Single-family residential/RG-20
- 2. East:** Single-family residential/RS-120
- 3. South:** Single-family residential/RS-84
- 4. West:** Commercial (Stella's Restaurant)/BG

C. RELEVANT CASE HISTORY:

1. On August 26, 2010 the Planning Commission recommended approval on a request for site plan approval for Lot 1, Cascio Subdivision No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a ten unit housing project for adult persons with developmental disabilities.
2. On September 13, 2010, the City Council approved a request for site plan approval for Lot 1, Cascio Subdivision No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of an eleven unit housing project for adult persons with developmental disabilities.
3. On January 23, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, Cascio Addition No. 1 from BG-PCO to RG-20 for the purpose of existing multi family residential, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as commercial.

B. OTHER PLANS:

The applicant has indicated a desire to construct an addition onto the existing structure.

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this location.
2. The property has access from Gregg Road.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Shirley McNally, for Sheltering Tree, Inc., has submitted a request to rezone Lot 1, Cascio Subdivision No. 1, from BG-PCO to RG-20.
2. The property is presently developed with an eleven unit multi family residential facility. Sheltering Tree is a housing community for persons with development disabilities.
3. This development received site plan approval from City Council in 2010 under its current zoning designation of BG-PCO. At that time, multi family residences were a permitted use in the BG zoning district, as the previous zoning ordinance utilized a pyramidal zoning concept. In 2011, the Zoning Ordinance was amended. The current zoning ordinance does not allow for multi family residential uses in the BG zoning district. Subsequently, the existing multi family residential use is considered legal non conforming.

4. The City Council has previously approved residential zoning for several legal non-conforming residences in commercial zoning since the 2011 Zoning Ordinance update.

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

No comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan shows this property as commercial, based on its current zoning. If the City Council desires to approve this rezoning request, staff recommends the approval also include a motion to amend the Future Land Use Map of the Comprehensive Plan as well.

7. The applicant has indicated she desires to construct an addition onto the existing facility. The requested RG-20 zoning does not require site plan approval. Under this zoning designation, all approvals would be done through the building permit process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2018 GIS aerial
3. Letter from Shirley McNally received December 18, 2019

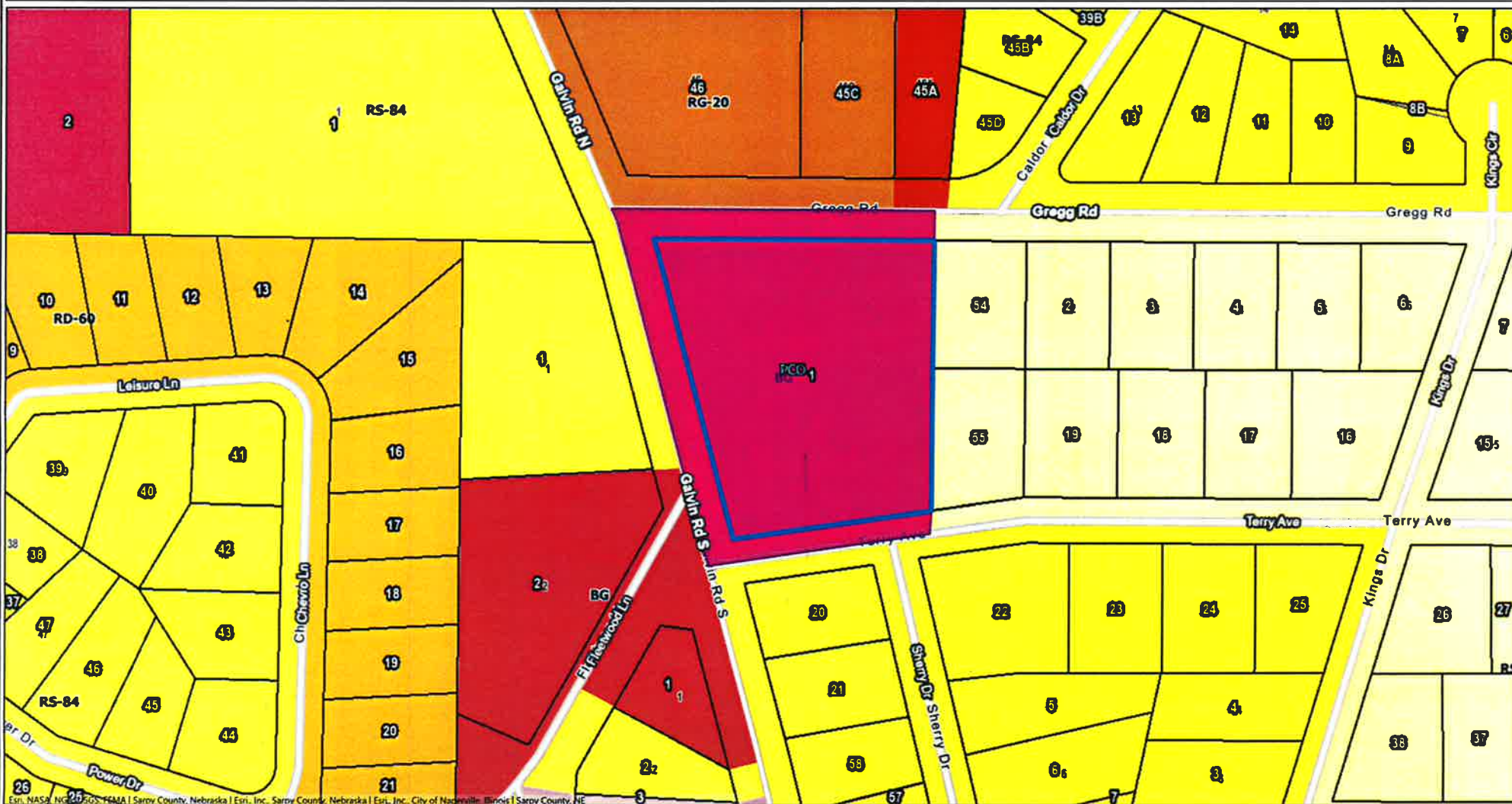
VII. COPIES OF REPORT TO:

1. Sheltering Tree, Inc.
2. Kyle Haase, E & A Consulting Group, Inc.
3. Public Upon Request

Angela Curry 1/30/20
Assistant Planning Manager

Sammi Palm 01/30/20
Planning Manager Date of Report

1903 Gregg Road Zoning Map

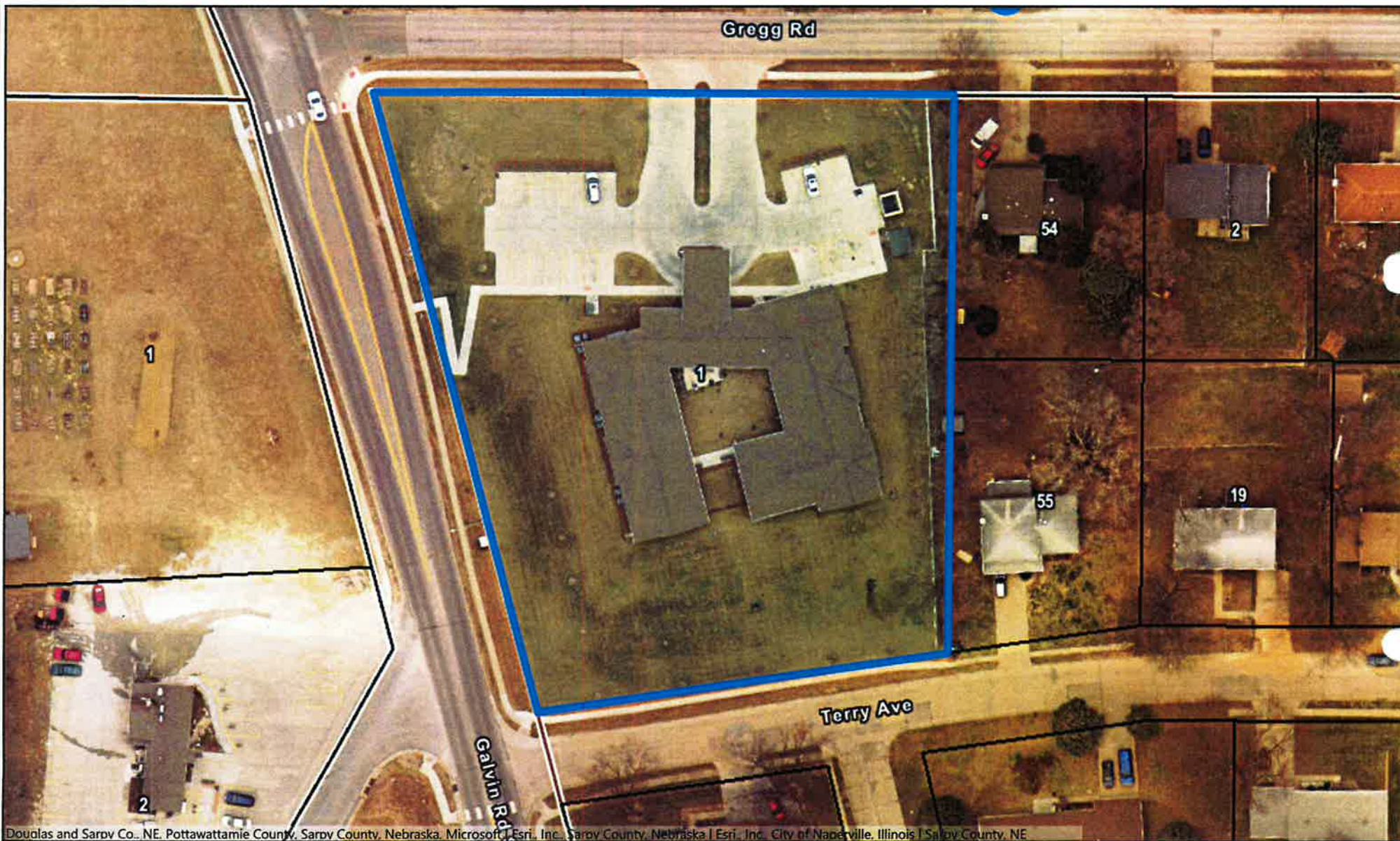


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This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain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



Notes



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Notes



Sheltering Tree Housing Corporation
1323 William Street
Omaha, Ne 68108

Ms. Tammi Palm
Planning Director
City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

Re: Rezoning of Site at 1903 Gregg Road, Bellevue, Ne 68005

Dear Ms. Palm:

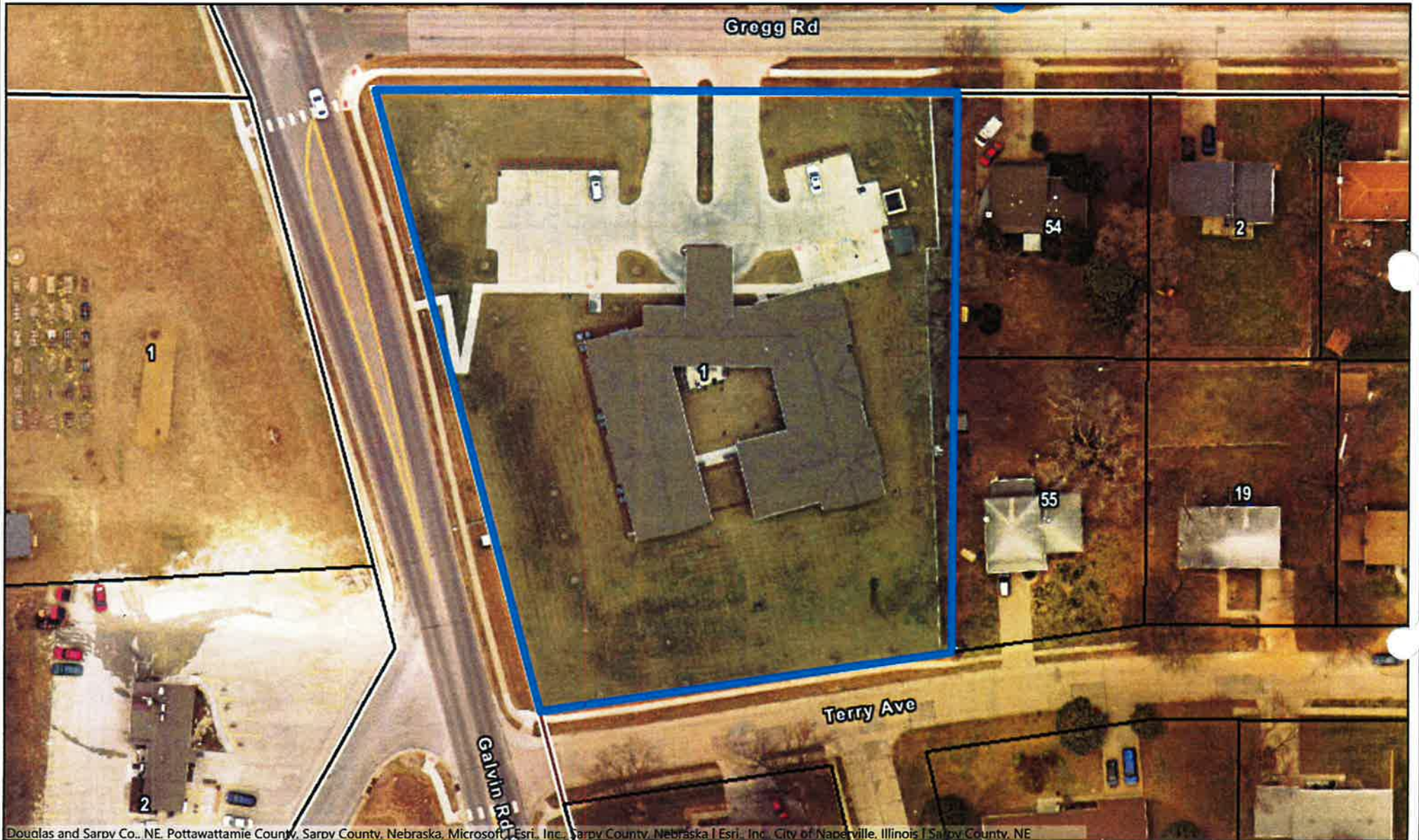
The Sheltering Tree Housing Corporation requests a change in zoning for the above address. The City of Bellevue changed the zoning designations since this project was built. We want to come into compliance with the new zoning designation. Thank you.

Sincerely,



Shirley McNally
402-679-4444

RECEIVED
DEC 18 2019
PLANNING DEPT.



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Notes



ORDINANCE NO. 3989

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1903 GREGG ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Cascio Addition No. 1, located in the Northwest $\frac{1}{4}$ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District, Planned Center Overlay District) to RG-20 (General Residential, 2000 Square Foot Zone).

(Sheltering Tree Housing Corporation)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

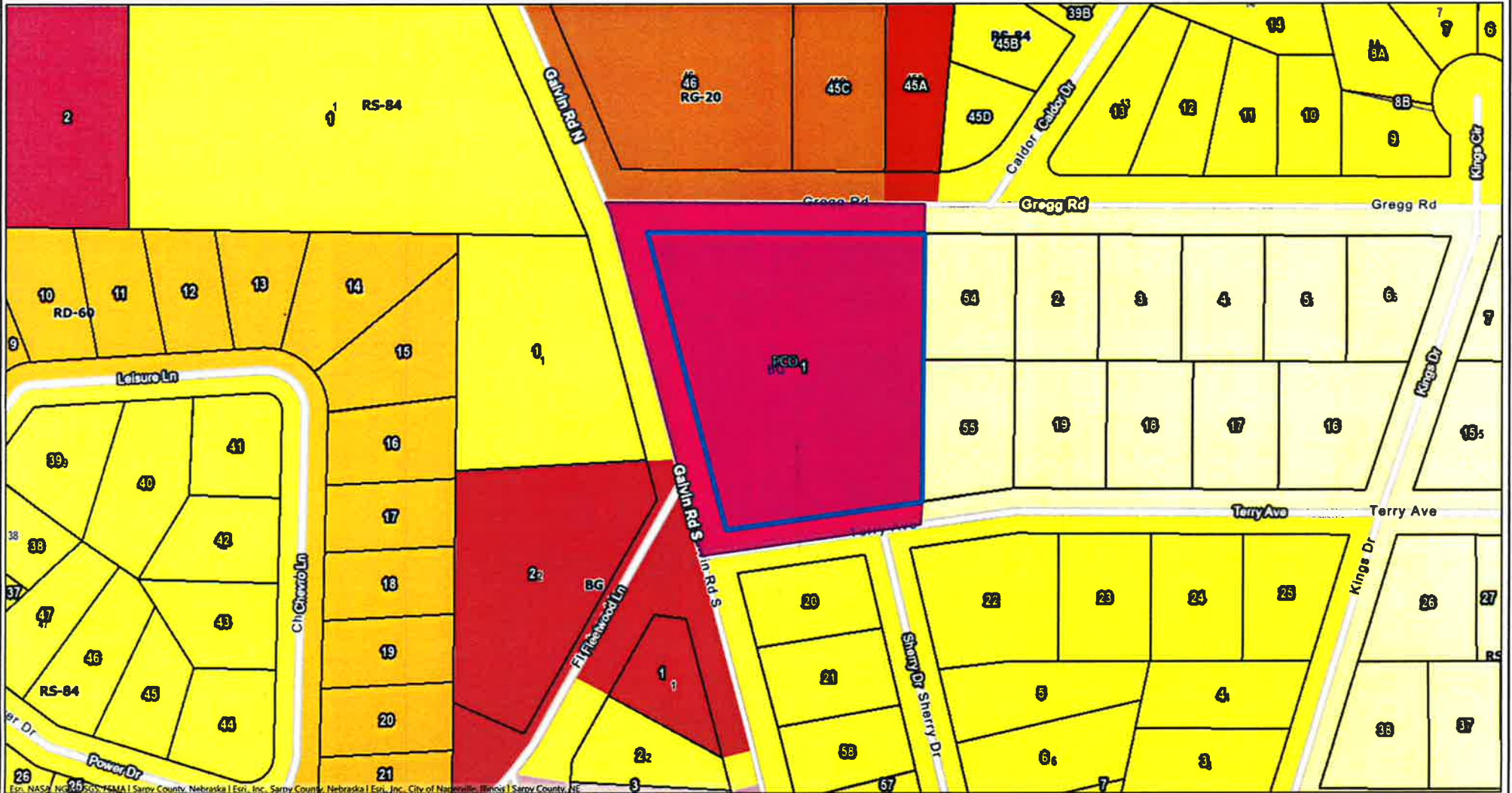
Mayor

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



SARPY COUNTY
NEBRASKA

1905 Gregg Road Zoning Map



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



Notes

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a. & 14a1.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Mike Christensen		Permits & Inspections	
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:

Condemnation of 3515 Schneekloth Rd. Bellevue, NE 68123 (Barn Structure)

SYNOPSIS/BACKGROUND:

The barn structure located at this address suffered damage from the storm/tornado's that occurred on June 16th of 2017. Since that time there have been two certified letters sent to the owner and both excepted. The letters stated that the barn in its present condition was a public nuisance and needed to be repaired or demolished. After receiving the first letter in February of 2018 the owners son said they would begin work in the spring after it dried out, but nothing happened. After the second letter in June of 2019 the son stated that they would get some family heirlooms out of the barn so it could be demolished, but the barn remains in the same damaged condition.

FISCAL IMPACT: \$18,000.00 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: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Representatives for the barn/structure need to show cause why such barn should not be condemned as a public nuisance. Otherwise the barn should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

1. photo	2. photo	3.
4.	5.	6. A

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Collins
[Signature]
[Signature]



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

January 17, 2020

Howard Schneekloth
3515 Platteview Rd.
Bellevue, NE 68123

Re: Structure located at **3515 Schneekloth Rd.**, Bellevue, Nebraska
LEGAL: Tax Lot 15 16-13-13 (142.63 AC)

Mr. Howard Schneekloth:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 3515 Schneekloth Road in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, February 4, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

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

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen



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

MEMO

January 16, 2020

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

To: Susan Kluthe
City Clerk

Subject: 3515 Schneekloth Rd. Bellevue, NE 68123
LEGAL: TAX LOT 15 16-13-13 (142.63 AC)

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 3515 Schneekloth Road. Bellevue, NE 68123 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Howard Schneekloth. The barn structure suffered damaged during the tornado in June of 2017. Time was allowed over the summer and into the fall to clean up the damaged barn, but never happened. A certified letter was sent in February of 2018 and accepted stating that eight months had passed and there had been no requests to obtain permits for the repair or demolition of the barn structure. I was then informed by the property owners' son, Gary Schneekloth that they would remove the damaged barn in the spring after it dried up. This never occurred.

A second letter was sent on June 27, 2019 stating that two years had passed since the storm and there had been no request to obtain permits for the repair or demolition of the barn structure. It also informed the owner that we continued to receive complaints on the condition of the property and that it was a public nuisance and needed to be repaired or demolished immediately. On July 11, 2019, the owner's son Gary Schneekloth stopped by the Permits Department and stated that there are family heirlooms still in the barn that they needed to get out in order to prepare it for demolition.

Since that time there has been no visible evidence that any attempt has been made to comply and move forward towards repair or demolition of the damaged barn. Therefore; I am sending this report to you with my opinion that the barn structure should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.



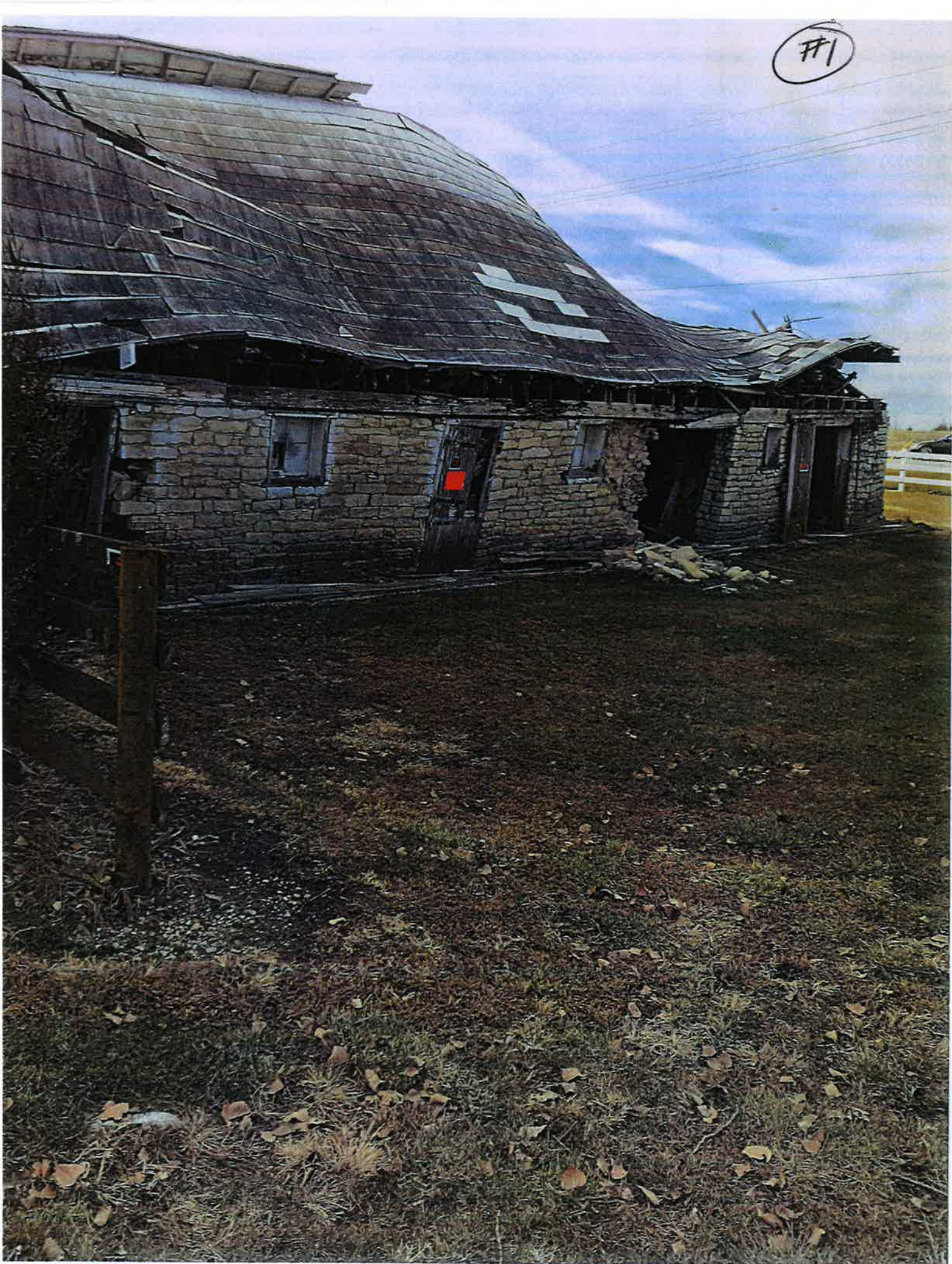
**NOTICE OF HEARING
TO
Howard Schneekloth
OWNER OF: Tax Lot 15 16-13-13 (142.63
AC)
LOCATED AT 3515 Schneekloth
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

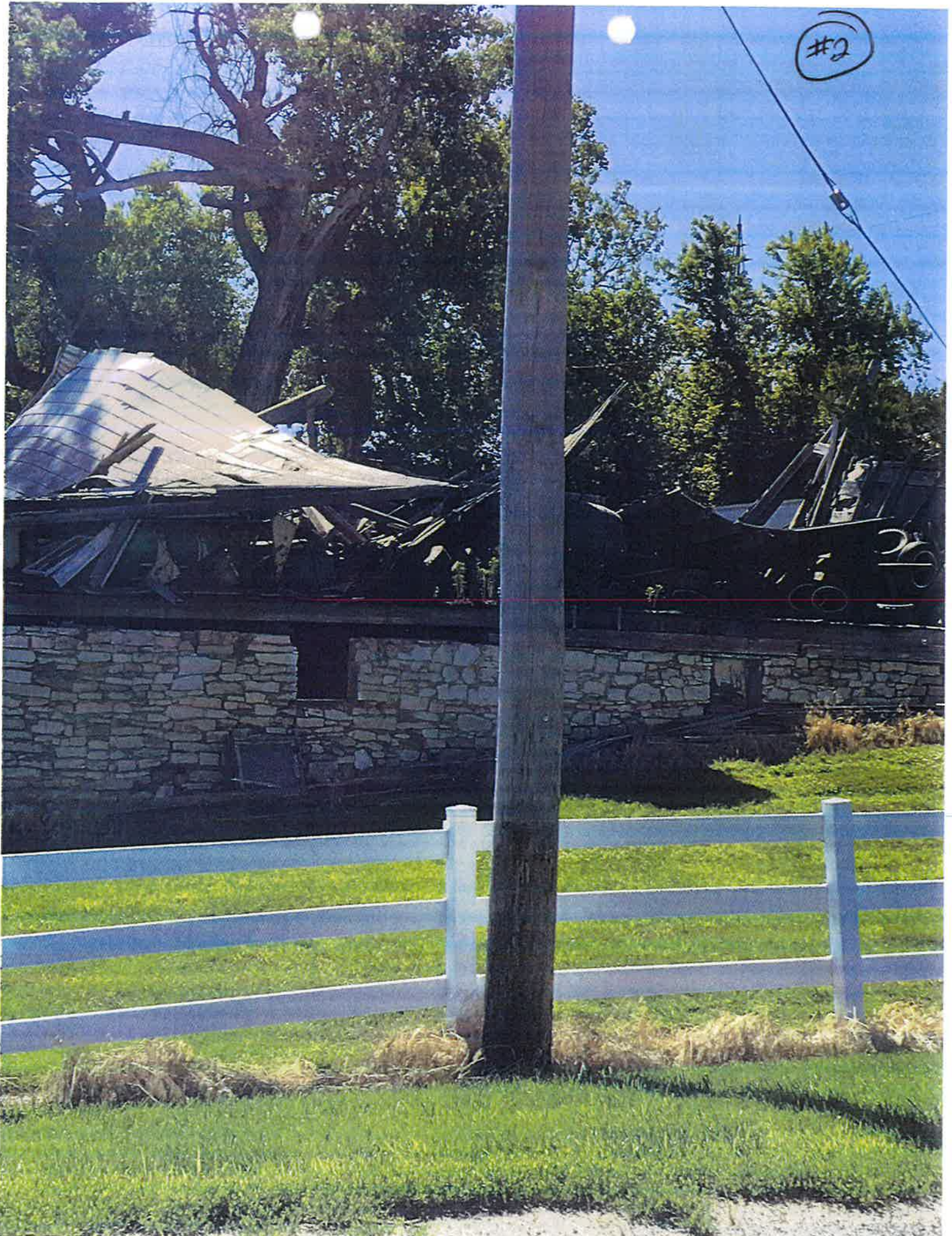
In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, February 4, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**

#1





RESOLUTION NO. 2020-04

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

Tax Lot 15 16-13-13 (142.63 AC), Bellevue, Sarpy County, Nebraska,

and located at 3515 Schneekloth Road, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 4, 2020, and if not done by March 4, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of February, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b. & 14b1.
2/4/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Mike Christensen		Permits & Inspections
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:

Condemnation of 1406 Warren St. Bellevue, NE 68005

SYNOPSIS/BACKGROUND:

The dwelling located at 1406 Warren St Bellevue, NE 68005 has been deteriorating around most all of the windows and allowing the outside elements to enter behind the stucco siding. Certified letters were sent and received in May of 2013, June of 2017 and November of 2019 stating the deficiencies and what actions needed to be taken to correct them. The dwelling continues to deteriorate and there has been no attempt to comply with the order to bring the dwelling back into code compliance.

FISCAL IMPACT: \$12,000.00 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: YES		
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Representatives for the dwelling structure need to show cause why such dwelling should not be condemned as a nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]



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

MEMO

December 10, 2019

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

To: Susan Kluthe
City Clerk

Subject: 1406 Warren St. Bellevue, NE 68005
LEGAL: LET 9 BLOCK 64 BELLEVUE & VAC ALLEY ADJ

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling structure located at 1406 Warren St. Bellevue, NE 68005, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Rita Hurlbutt. Our office has received complaints that the property listed in the subject matter devalues other property's in the neighborhood because of its condition. Upon inspection it was found that portions of the dwelling were in a deteriorated condition. Certified letters were sent and received in May of 2013 & June of 2017 to Rita Hurlbutt stating the deficiencies. Since that time there has been several phone contacts made with this department between the owner and our inspectors, but no attempt to make the necessary repairs to bring the dwelling back into code compliance.

On November 25, of 2019, another certified letter was sent and received by Rita Hurlbutt. The letter stated that the dwelling had been placarded as unfit for human occupancy due to the known defects and the fact that there has been no attempt to comply with the prior notices. The letter also identified the known deficiencies and gave a time frame to contact the Permits Department and apply for all appropriate permits to bring the dwelling back into code compliance. Failure to comply with the order would result in the matter being turned over to the Bellevue City Council for possible condemnation.

Since that time there has been no attempt to comply with the order to bring the dwelling back into code compliance. Therefore; I am sending this report to you with my opinion that the dwelling structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

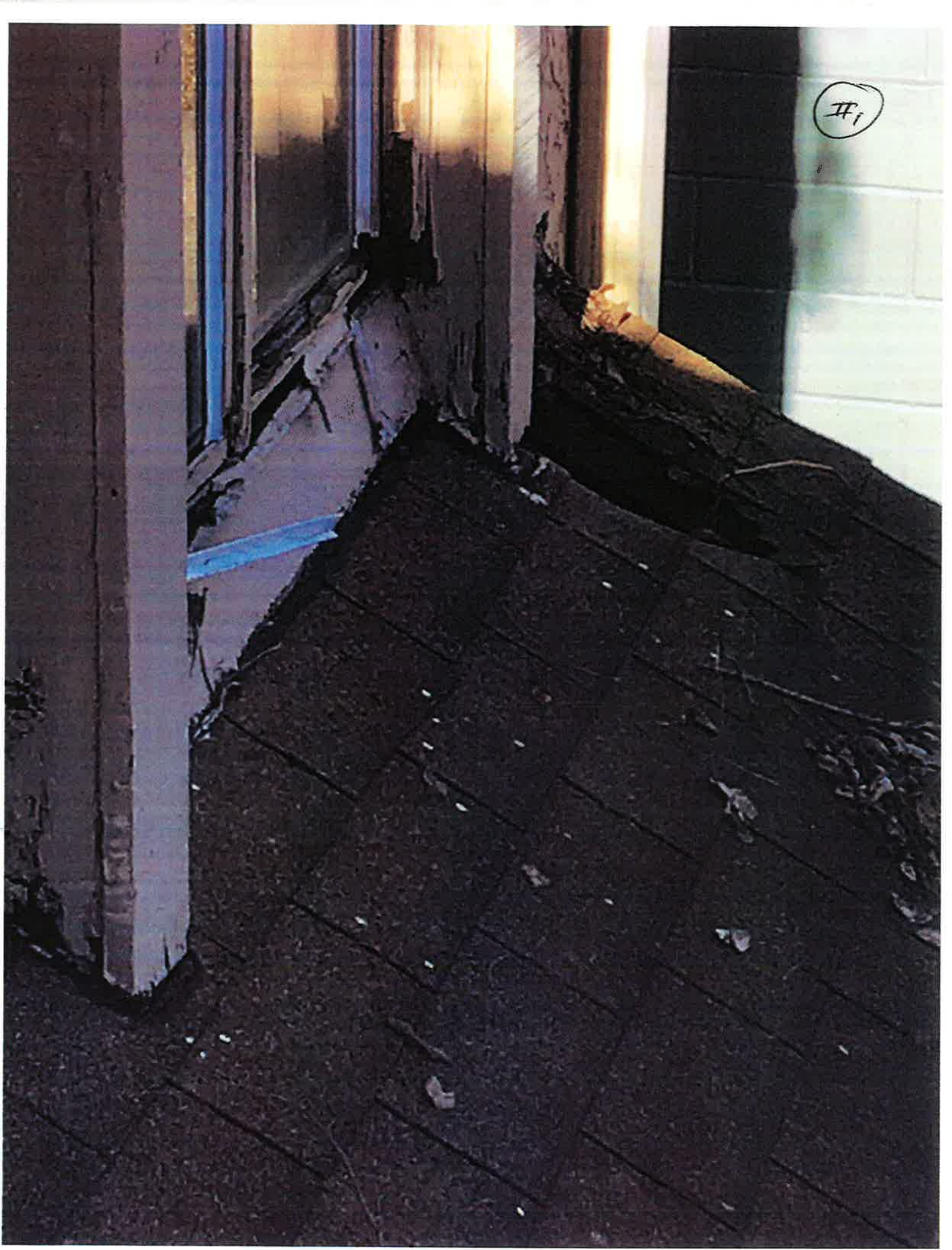


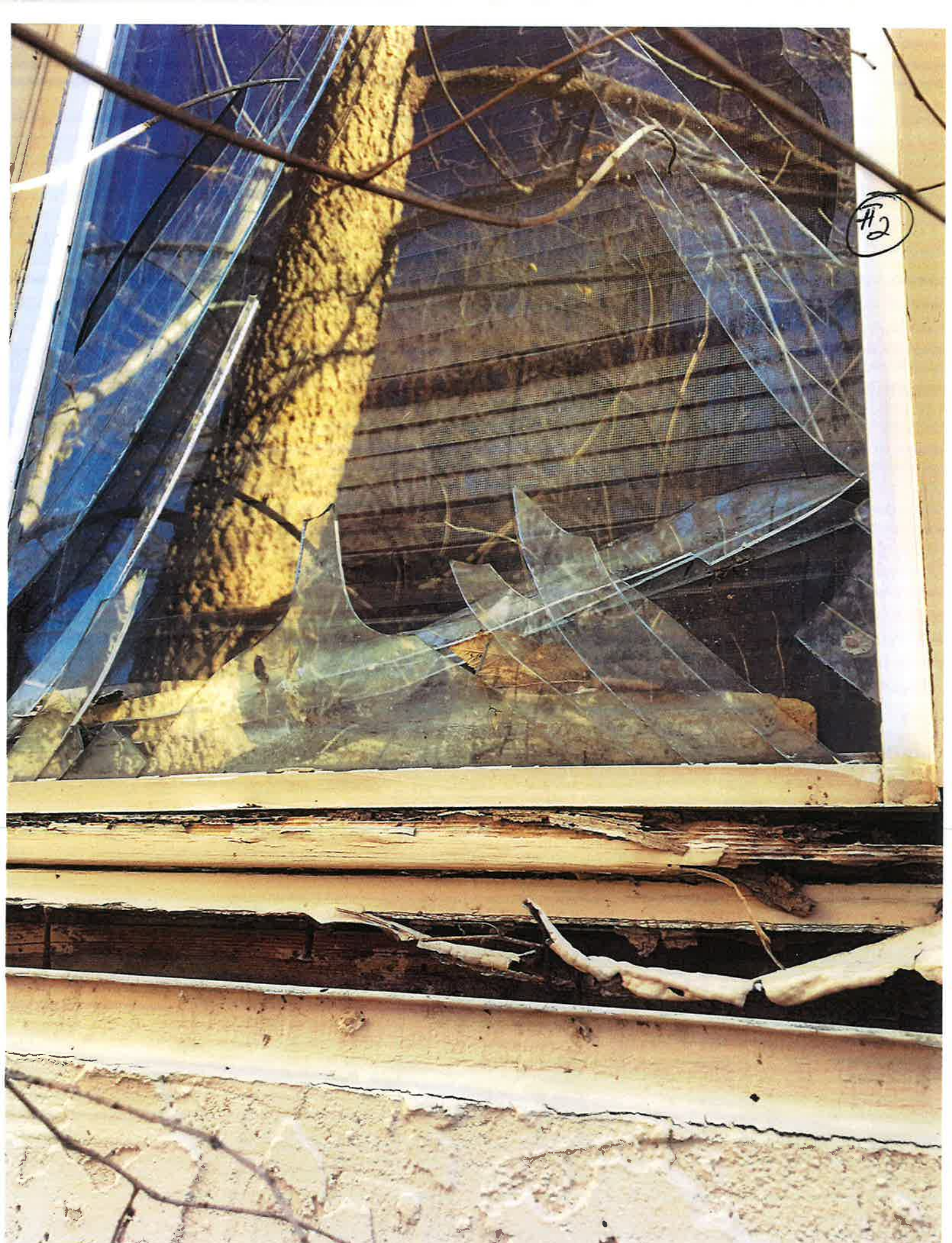
**NOTICE OF HEARING
TO
Rita Hurlbutt
OWNER OF: Lot 9 Block 64 Bellevue & Vac
Alley Adj
LOCATED AT 1406 Warren Street
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

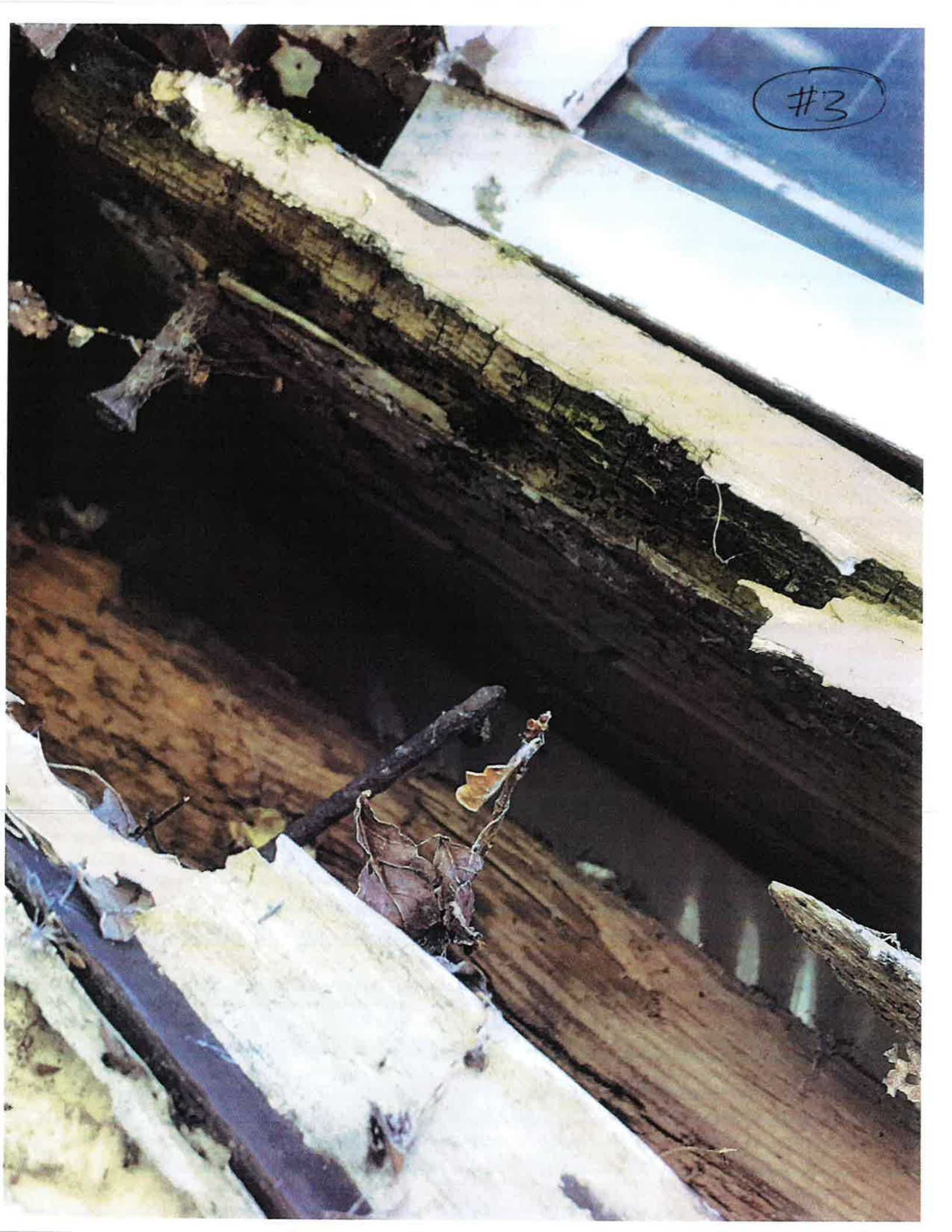
In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, February 4, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**







CERTIFICATE # :13501	
Parcel ID # : 010759980	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 2113 JG 224 5106 CALIFORNIA ST OMAHA, NE 68132
Maturity Date : 3/7/2020	Date Purchased : 3/7/2017
Filing Fees : \$20	Redemption # : -
Total Tax & Int : \$5,303	Redemption Charge :
Map # : 2961-36-0-10011-064-0009	Redemption Total :
Situs : 01406 \WARREN ST	Redeemer :
Legal : LOT 9 BLOCK 64 BELLEVUE & VAC ALLEY ADJ	
CERTIFICATE # :12337	
Parcel ID # : 010759980	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 1069 TAX 102 PARTNERSHIP P.O. BOX 56 RED OAK/IA 51566-
Maturity Date : 3/6/2016	Date Purchased : 3/6/2013
Filing Fees : \$10	Redemption # : 11876 - 2/19/2016
Total Tax & Int : \$6,633	Redemption Charge : \$2.00
Map # : 2961-36-0-10011-064-0009	Redemption Total : 8329.26
Situs : 01406 \WARREN ST	Redeemer : HURLBUTT/RITA F
Legal : LOT 9 BLOCK 64 BELLEVUE & VAC ALLEY ADJ	



SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 12/23/2019 at 14:35



Parcel Information	Ownership Information
Parcel Number : 010759980	Current Owner : RITA F HURLBUTT
Map Number : 2961-36-0-10011-064-0009	TRUSTEE
Situs : 1406 WARREN ST	Address : 13105 JENNIFER ST
Legal : LOT 9 BLOCK 64 BELLEVUE & VAC ALLEY	City ST. ZIP : SPRINGFIELD NE 68059
ADJ	Cadastral # : 0008-0014

Current Valuation	Assessment Data	Property Classification
Land Value : 18,000	District/TIF Fund : 10002	Status : 01 - Improved
Impr. Value : 71,209	School Base : 77-0001 BELLEVUE SCH	Use : 01 - Single Family
OutBuildings :	Affiliated Code :	Zoning : 01 - Single Family
Total Value : 89,209	Neighborhood : BB1	Location : 01 - Urban
Exemptions : 0	Greenbelt Area :	City Size : 03 - 12,001-100,000
Taxable Value : 89,209	Greenbelt Date :	Lot Size : 01 - <10,000 sq.ft.

Sales History					
Date	Book/Page	Grantor	Grantee	Price	Adj Price
03/12/2018	2018-05281	RITA F HURLBUTT	RITA F HURLBUTT	0	0
09/27/2004	2004-37371	RITA F HURLBUTT	RITA F HURLBUTT		0

BOE Appeal History				Building Permits			
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2019	CTL	1000		18,000	71,209	0	89,209	89,209
2019	BOE 425	1000		18,000	71,209	0	89,209	89,209
2019	BOE	1000		18,000	71,209	0	89,209	89,209
2019	ABSTRACT	1000		18,000	71,209	0	89,209	89,209
2018	CTL	1000		18,000	69,848	0	87,848	87,848

Historical Valuation Information							
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2019	18,000	71,209		89,209		89,209	1,934.54
2018	18,000	69,848		87,848		87,848	1,855.12
2017	18,000	64,692		82,692		82,692	1,758.30
2016	18,000	60,120		78,120		78,120	1,625.16
2015	18,000	58,834		76,834		76,834	1,589.12



SARPY COUNTY ASSESSOR'S OFFICE
Residential Data Sheet

Date of Print: 12/23/2019
Inspected By: JS Inspection Date: 4/17/2013

Record: 1 Of 1
Roll Year: 2019

Parcel ID #: 010759980

Map #: 2961-36-0-10011-064-0009

HURLBUTT/RITA F
TRUSTEE
13105 JENNIFER ST
SPRINGFIELD NE 68059

Situs : 01406 WARREN ST
Legal : LOT 9 BLOCK 64 BELLEVUE & VAC ALLEY ADJ

Lot Information

Neighborhood : BB1 BELLEVUE BLOCKS

Lot Size(Acres) : 0.164

Value Method : LT

Topography :

Amenities

of Units : 1

Street Access :

DIFFERENTIAL : UNITS :

Unit Value : 18,000.00

Utilities :

VACANT LOT : FACTOR :

Adjustments :

Lot Value : 18,000

Physical Information

Type : 1 - Single Family

Year Built/Age : 1979 / 40

Quality : 25 - Fair +

Effective Age : 40

Condition : 15 - Poor +

Remodel Date :

Arch Type : RAISE RANCH

Remodel Type :

Style : One Story 100%

Exterior Wall : 100% STUCCO

Floor Area : 952

Basement Area : 952

Sub Floor : WOOD JOIST/WOOD SUBFLOOR

Bedrooms : 3

Baths : 1

Heat Type : 100% WARM & COOLED AIR

Roof Type : COMP SHINGLES

Plumbing Fixt : 5

Valuation Summary

Estimate of Value (USING THE COST APPROACH)	\$89,209
Estimate of Value (Using Market Approach)	
Estimate of Value (Using Model)	
Model # and Description	
Calculations 0 x 0	

Final Estimate

Improvement Value	\$71,209
Land Value	\$18,000
FINAL ESTIMATE OF VALUE	\$89,209
Value per Square Foot	\$74.80
Current Total Assessed Value for Parcel # 010759980	\$91,052

Total Due : 0						
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv
1	2017-010543961/2	10/22/2018	300	0	0	0
Calculate Interest for Statement Number 2017-010543961/2						

Receipt_#	Lines Paid	Date Paid	Paid By
9999-90024541	1	5/14/2019	KOLBELAND 12
Principal	Interest	Advertising	Total Paid
300	23.59	0	323.59

Date Created 8/27/2019	Sarpy County Special Assessments	Last Updated 8/27/2019				
Statement # : 2018-010543961 owner : PLEBANEK/STANLEY D : : 7312 S 25TH ST : BELLEVUE NE 68147- Parcel # : 010543961 Count: 7 Sid : 100011901 - BELLEVUE CITY WEED LIENS Type : 77 - CITY WEED or LOT CARE Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN situs: 07312 \S 25TH ST						
Amt Levied : 300 No. Payments: 1 Interest Method: 1 Levy Date : 8/20/2019 Grace Period: 0 Interest : 14.00% 1st Pay Date: 8/20/2019 Grace Flag : N Del Interest : 14.00% 2nd Pay Date: 8/20/2019 Penalty : 0						
Prev Pay Date: 8/20/2019 Principal Due : 300 Pay Date : Interest Due : 2.54 Interest Date: 9/10/2019 Penalty Due : 0 Next PayLine : Advertising Due: 0 Total Due : 302.54						
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv
1	2018-010543961	8/20/2019	300	300	2.54	0
Calculate Interest for Statement Number 2018-010543961						

SARPY COUNTY ASSESSOR'S OFFICE
Residential Data Sheet - Cost Approach Data

Date of Print: 12/23/2019

Record : 1 Of 1
 Roll Year : 2019

Parcel ID #: 010759980

Map #: 2961-36-0-10011-064-0009

HURLBUTT/RITA F
 TRUSTEE
 13105 JENNIFER ST
 SPRINGFIELD NE 68059

Situs : 1406 WARREN ST

Legal : LOT 9 BLOCK 64 BELLEVUE & VAC ALLEY ADJ

COST APPROACH - Values by Marshall & Swift

Appraisal Zone : 2019

Manual Date : 06/18

Cost factor : 0.94

Description

BASIC STRUCTURE COST

<u>Square Feet</u>		<u>Base SF Cost</u>		<u>Total Cost</u>
952	x	85.42	=	81,320

ADJUSTMENTS

<u>Units</u>	<u>Unit Cost</u>	<u>Area Adj</u>		<u>Total Cost</u>
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ROOFING

SUBFLOOR

HEATING & COOLING

952	2.07	2.07		1,971
-----	------	------	--	-------

PLUMBING Base is: 7 (Under Base)

2	1,005.00	(1.98)		(1,885)
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BASEMENT COST

952	19.86	19.86		18,907
-----	-------	-------	--	--------

PARTITION FINISH

RECREATIONAL FINISH

462	19.81	9.61		9,152
-----	-------	------	--	-------

MINIMUM FINISH

ADJUSTED STRUCTURE COST

952	x	114.29	=	108,804
-----	---	--------	---	---------

IMPROVEMENTS

<u>UNITS</u>	<u>UNIT COST</u>	<u>DEPR</u>		<u>TOTAL COST</u>
--------------	------------------	-------------	--	-------------------

NO GARAGE

STOOP, CONCRETE

20	19.03			380
----	-------	--	--	-----

BSMT GARAGE FINISH

336	7.24			2,435
-----	------	--	--	-------

DRIVEWAY

1	1,800.00			1,800
---	----------	--	--	-------

PORCH, ROOF, STEPS

28	33.99			950
----	-------	--	--	-----

TOTAL REPLACEMENT COST NEW

952	x	120.14	=	114,369
-----	---	--------	---	---------

Depreciation :

38% Total

45% Physical

Functional

-13% Economic

Less Depreciation/Plus Appreciation : (43,160)

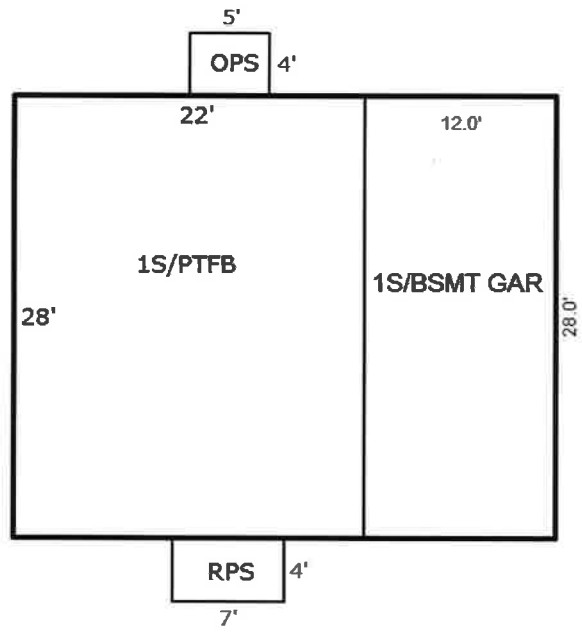
Improvement Value	\$71,209
-----------------------------	----------

Land Value	\$18,000
----------------------	----------

Lump Sums

ESTIMATE OF VALUE (USING THE COST APPROACH)	\$89,209
---	----------

Value per Square Foot	\$74.80
---------------------------------	---------



Sketch by Apex Sketch

RESOLUTION NO. 2020-10

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

Lot 9, Block 64, Bellevue & Vac Alley Adj, Bellevue, Sarpy County, Nebraska,

and located at 1406 Warren Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 4, 2020, and if not done by March 4, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of February, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c. & 14c1.
2/4/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Mike Christensen		Permits & Inspections	
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:

Condemnation of 1503 Galvin Rd S. Bellevue, Ne 68005 - Bays 4 through 7

SYNOPSIS/BACKGROUND:

On May 28th 2019 the building located at 1503 Galvin Rd S. Bellevue, NE 68005 suffered damage from a failed foundation wall at the rear of the property. Bays 4 through 7 sustained a great deal of damage to their interior/exterior walls and the roof, resulting in these bays being uninhabitable. The gas, water and electricity were disconnected to these bays at that time and the building secured as best could be. The building remains in the same condition at this time and under the Code of the City of Bellevue ARTICLE III. UNSAFE BUILDINGS Sec. 8-41 is deemed a "dangerous building" (fiscal impact is an estimate)

FISCAL IMPACT: \$60,000.00 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: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Representatives for the building need to show cause why such building structure bays 4 through 7 should not be condemned as a nuisance. Otherwise the building structure bays 4 through 7 should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Rollins
[Signature]
[Signature]



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

January 24, 2020

Main Street Properties LLC
2221 Main St.
Bellevue, NE 68005

Re: Property located at 1503 Galvin Road S., Bellevue, Nebraska

Dear Mr. Shannon:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of a property located at 1503 Galvin Rd S. in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate Main Street Properties LLC as the owner of record of this property.

This public hearing will be held on Tuesday, February 4, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street, in Bellevue, Nebraska.

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

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING
TO
Main Street Properties LLC
OWNER OF: Lot 2A1A2 Replat Lot 2A1A
LOCATED AT 1503 Galvin Road S.
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, February 4, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**



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

MEMO

December 10, 2019

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

To: Susan Kluthe
City Clerk

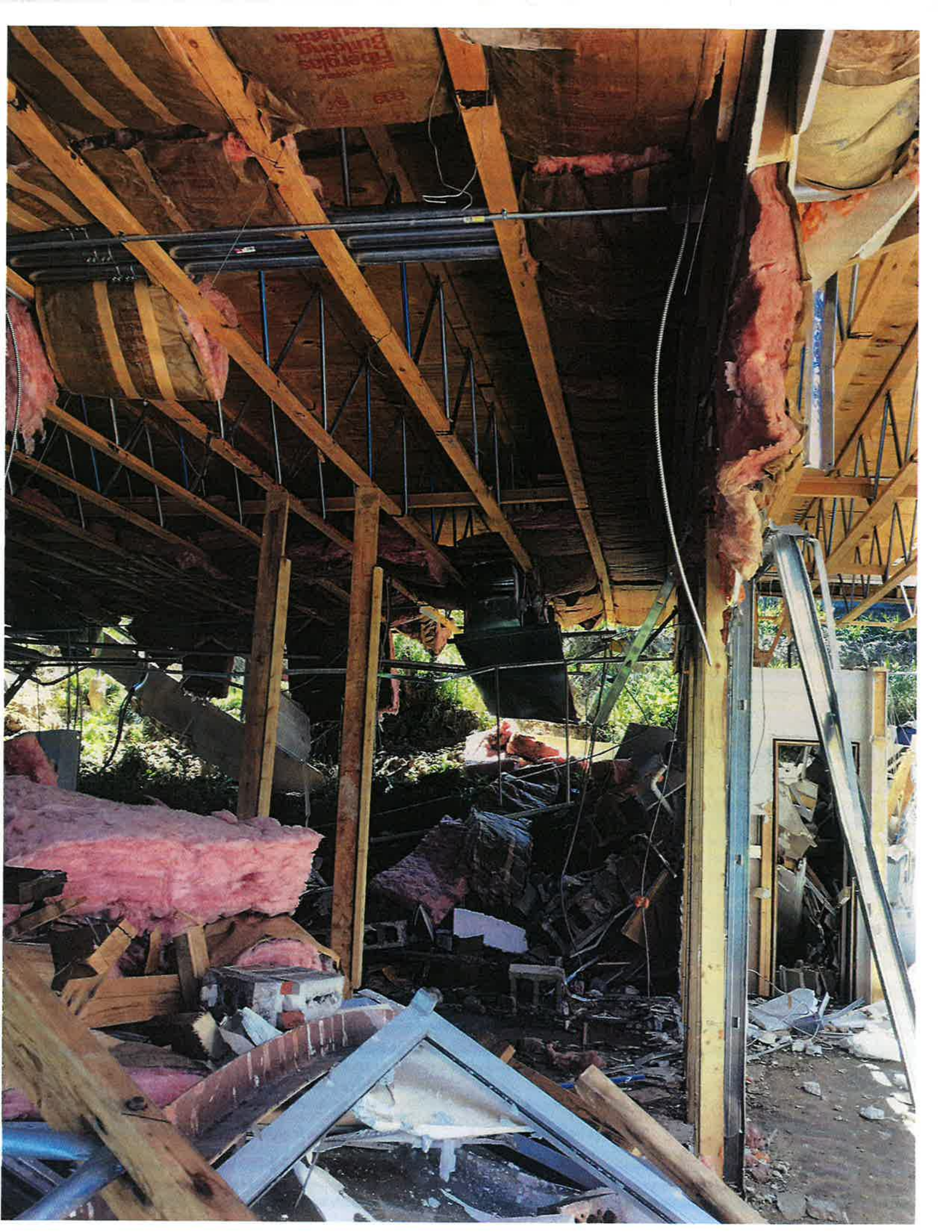
Subject: 1503 Galvin Rd S. Bellevue, NE 68005
LEGAL: LOT 2A1A2 REPLAT LOT 2A1A

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 1503 Galvin Rd S. Bellevue, NE 68005, Bays 4 through 7 have been deemed a public nuisance in accordance with said section. The building suffered damage from a failed foundation wall on May 28, 2019. In June of 2019 a certified letter was sent out to the owner of the property. The letter was received and signed for on June 24, 2019. The letter stated that the property was a dangerous building and declared to be a public nuisance and shall be repaired, vacated or demolished.

The building, Bays 4 through 7 were vacated at that time, but there has been no change in the condition of the building since then and no permits have been applied for to repair or demolish the building at this time. A second notice of the original letter was sent certified on November 25, 2019 and excepted on November 29, 2019, but there has been no attempt to comply with the order.

Therefore; I am sending you this report to you with my opinion that the structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.



RESOLUTION NO. 2020-11

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

Lot 2A1A2 Replat Lot 2A1A, Bellevue, Sarpy County, Nebraska,

and located at 1503 Galvin Road S., Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 4, 2020, and if not done by March 4, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of February, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14d.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Request for a 30 day extension of the Belle Lago Replat 1 final plat. Applicant: E & A Consulting Group Inc.

SYNOPSIS/BACKGROUND:

The Belle Lago Replat 1 final plat was approved by the City Council on November 19, 2019. Per Section 4-11, the approved final plat must be filed with the Register of Deeds within 90 days. This plat will expire on February 17, 2020. The Subdivision Regulations state the City Council may approve a 30 day extension. E & A Consulting Group Inc. is requesting a 30 day extension on behalf of the developer, HRC Belle Lago, LLC. Staff is supportive of this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Staff is supportive of the request for a 30 day extension.

ATTACHMENTS:

1. Letter from E & A Consulting Group Inc.	2.	3.
4.	5.	6.

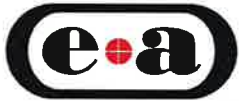
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Brubaker
[Signature]
[Signature]



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

January 16, 2020

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

RE: Final Plat Approval Extension Request
Belle Lago Replat I
E&A File P2018.541.001

Dear Ms. Palm,

The approval of the above referenced final plat will expire on February 17, 2020. Several internal matters are being worked on and we believe we will be able to record the final plat by that date, however, should additional delays occur we believe it is best to extend the approval period. Therefore, on behalf of the owner and developer please let this letter serve as a request to extend the final plat approval 30 days from February 17, 2020. A check for the associated fee of \$200.00 is attached.

If you have any questions regarding our re-submittal, please contact me at 402-895-4700.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Zetterman', is written over a horizontal line.

E&A Consulting Group
Justin Zetterman, PE, CFM

Cc: Mr. Larry Jobeun

RECEIVED
JAN 16 2020
PLANNING DEPT.

*15a.
2/4/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Traffic Signal Phasing Approved on 12/17/2019, needs to be a Resolution.

SYNOPSIS/BACKGROUND:

The Agreement between the City of Bellevue and the Nebraska Department of Transportation for rephrasing traffic signals in the amount not to exceed \$32,193 was approved on 12/17/2019 at the council meeting. Needs to be a Resolution per Nebraska Department of Transportation.

FISCAL IMPACT: \$32,193 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:		INTERLOCAL AGREEMENT			
CONTRACT DESCRIPTION:							
CONTRACT EFFECTIVE DATE:						CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:							
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:				
CIP PROJECT NAME:		CIP PROJECT NUMBER:					
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):					
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:					

RECOMMENDATION:

Traffic Signal Phasing Nebraska Department of Transportation not to exceed \$32,193 was approved, authorized and signed by the Mayor on 12/17/2019 at the council meeting, it needs to be a Resolution per Nebraska Department of Transportation.

ATTACHMENTS:

1. Resolution - 2020-08	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer
Jeff Roberts
Samuel J. K.

RESOLUTION 2020-08

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. ITS-NH-370-11131 (CN 22754)

Be it resolved by the City council and Mayor of the City of Bellevue, Nebraska that:

1. The city shall enter into an Agency Agreement with the Nebraska Department of Transportation for Project No. ITS-NH-370-11131 (CN 22754) for the purpose of highway improvements on Highway US-370 within the corporate limits of the City of Bellevue.
2. The City Council of the City of Bellevue is hereby authorized and directed to execute said agreement on behalf of the City of Bellevue and the City Clerk is authorized to attest said execution.

PASSED AND APPROVED THIS day of 2020.

Mayor

ATTEST:

City Clerk



AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF BELLEVUE
PROJECT NO. ITS-NH-370-1(131)
CONTROL NO. 22754
N-370 TRAFFIC SIGNAL PHASING

THIS AGREEMENT is between City of Bellevue, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State has plans for traffic signal improvements which includes installation of Dedicated Short Range Communications (DSRC) Road Side Units (RSU) at the signalized intersections along N-370 corridor to broadcast Signal Phasing and Timing (SPaT) and intersection geometry (MAP) messages for connected vehicles (CV) to support vehicle to infrastructure (V2I) communications; installation of CCTV cameras at the signalized intersections along N-370 corridor to monitor and manage traffic flow; and

WHEREAS, State intends that the improvement to be developed and constructed under the designation of Project No ITS-NH-370-1(131); and

WHEREAS, the Municipality is provided with jurisdiction in matters involving the installation and operation of Traffic Control devices on State Highway extensions through such corporate areas as provided by Neb.Rev.Stat. §60-6,120(2)(b); and

WHEREAS, these improvements are located at various locations within Municipality corporate limits; and

WHEREAS, the Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, it is the desire of the Municipality that the improvements described in this agreement be made; and

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

WHEREAS, Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2019, attached as Exhibit "A", and incorporated herein by this reference.

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** - This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 Identifying Date** - For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.3 Duration** - The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and effect regarding State's and Municipality's future responsibilities described herein, such as maintenance cost for the continued operation of the traffic signals.
- 1.4 Termination** - State reserves the right to terminate this Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

State has plans for traffic signal improvements which includes installation of DSRC RSU at the signalized intersections along N-370 corridor to broadcast SPaT and MAP messages for CV to support V2I communications; installation of CCTV cameras at the signalized intersections along N-370 corridor to monitor and manage traffic flow at 48th St, 42nd St, 36th St, Golden Blvd, 25th St, US-75 NB Off Ramp/Arboretum Dr.

SECTION 3. STATE'S RESPONSIBILITIES

State will:

- 3.1** Prepare plans and specifications for the contemplated improvements described in Section 2, and such plans will be available upon request at the office of the State Traffic Engineer, Department of Transportation, Lincoln, Nebraska.

- 3.2 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.3 Supervise and cause completion of the modification as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limits.
- 3.4 Inspect installation and such inspection shall become a project cost.
- 3.5 Pay 50% of the actual project costs including, but not limited to, the construction and construction engineering costs for all improvements and 50% of actual costs for the state supplied equipment.

SECTION 4. MUNICIPALITY'S RESPONSIBILITIES

Municipality shall at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality's approval or Municipality's issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agree to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Cause the removal, alteration, or relocation of pipe lines, poles or other underground or overhead services not owned by Municipalities and located within the corporate limits as necessary for the construction of the project.
- 4.5 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations

relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.

- 4.6 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this agreement.
- 4.7 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal from public right-of-way ("ROW"), or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project, all pipe lines, poles or other underground or overhead services not owned by Municipality and located within the corporate limits.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires or indicates in the building plans, work on the State highway right of way prior to obtaining State's written approval of the plan.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. THROUGH SECTION 10. (THESE SECTIONS HAVE INTENTIONALLY BEEN LEFT BLANK)

SECTION 11. FINANCIAL RESPONSIBILITIES.

The Municipality agrees to pay for 50 percent of the actual cost for, construction and construction engineering for the improvements described in Section 2 and 50% of the actual cost of the state supplied equipment costs. The total cost for construction and construction engineering for this project within Municipality corporate limits is currently estimated to be \$41,694 and the total cost for the state supplied equipment is currently estimated to be \$22,692 with the Municipality's 50% share currently estimated to be \$32,193. The actual costs may come in higher or lower than the current estimated amount. The State will invoice the Municipality upon completion of the work under this agreement. The Municipality shall pay the State within thirty days after receipt of the State's invoice.

SECTION 12. THROUGH SECTION 14.

THESE SECTIONS HAVE INTENTIONALLY BEEN LEFT BLANK

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this Agreement.
- 16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agree to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

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

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the Municipality, for itself, its assignees and successors in interest agree as follows:

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

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Municipalities for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor

is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This instrument, and any supplements hereto, embodies the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of State Highway N-370 shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

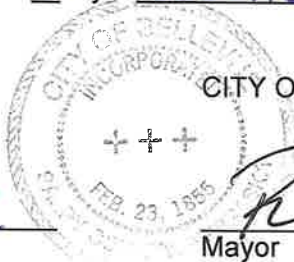
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IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this 17th day of December, 2019.

WITNESS:

Susan Kleitne
City Clerk



CITY OF BELLEVUE

Russell Bl
Mayor

EXECUTED by State this _____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Daniel J. Waddle, P.E.

Traffic Engineer

RECOMMENDED:
Timothy W. Weander, P.E.

District 2 Engineer

Weander, Tim

From: Zhuromski, Vladimir
Sent: Wednesday, October 30, 2019 9:59 AM
To: Weander, Tim
Cc: Parks, Thomas (Drew); Neemann, Matt; Waddle, Dan
Subject: CN 22754 Signal Phasing Project. Final Agreement for Bellevue, Papillion and Gretna
Attachments: 22754 ZL1907 Gretna.pdf; 22754 ZL1908 Papillion.pdf; 22754 ZL1909 Bellevue.pdf

Tim,

Attached are separate agreements with Gretna, Papillion, and Bellevue for SPaT project. Please return two copies of each back to Traffic Engineering after the cities and the district sign them. Let me know if you have any questions.

Thanks,
Vlad

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/17/19

COUNCIL MEETING DATE:	12/17/2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY: Jeff Roberts, Public Works Director	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	RESOLUTION <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS <input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT <input type="checkbox"/>	
	OTHER (SEE CLERK) <input type="checkbox"/>	

SUBJECT:

Traffic Signal Phasing

SYNOPSIS:

Approve the Agreement between the City of Bellevue and the Nebraska Department of Transportation for rephrasing traffic signals in the amount not to exceed \$32,193.

BACKGROUND

Traffic Signal Phasing Nebraska Department of Transportation

FISCAL IMPACT: \$32,193	BUDGETED FUNDS? Yes	GRANT/MATCHING FUNDS? N/A
50/50 share cost with NDOT (\$64,386) 10-15-7010		

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A	COUNTER-PARTY:	INTERLOC N/A
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED <input type="checkbox"/>
CIP PROJECT NAME:		CIP PROJECT NUMBER:
MAPA NAME(S):		MAPA NUMBER(S):
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and NE Dept of Transportation for Traffic Signal Phasing not to exceed \$32,193.

ATTACHMENTS:

1 Letter Form Agreement

2

3

4

5


6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***15b.**
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Maintenance Agreement NO. 5 already approved at the council meeting on 12/17/2019. Needs to be a Resolution

SYNOPSIS/BACKGROUND:

Already Approved the Agreement between the City of Bellevue and the Nebraska Department of Transportation for the reimbursing the City of Bellevue for HWY 370 Maintenance in the amount of \$21,859 at the council meeting on 12/17/2019. Needs to be a Resolution per Nebraska Department of Transportation.

FISCAL IMPACT:	\$21,859.00	BUDGETED FUNDS?:		GRANT/MATCHING FUNDS?:	
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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:

Yearly Renewal of Street Agreement with Nebraska Department of Transportation for maintenance at HWY 370 was Approved, Authorized, Signed by the Mayor on 12/17/2019 Needs to be a Resolution per Nebraska Department of Transportation.

ATTACHMENTS:

1. Resolution 2020-09	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Roberts
[Signature]
[Signature]

RESOLUTION 2020-09

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION OF FOR MAINTENANCE AGREEMENT NUMBER 5.

Be it resolved by the City council and Mayor of the City of Bellevue, Nebraska that:

1. The city shall enter into an Agency Agreement with the Nebraska Department of Transportation for Maintenance Agreement Number 5 for the purpose of highway improvements on Highway US- 370 within the corporate limits of the City of Bellevue.
2. The City Council of the City of Bellevue is hereby authorized and directed to execute said agreement on behalf of the City of Bellevue and the City Clerk is authorized to attest said execution.

PASSED AND APPROVED THIS day of 2020.

Mayor

ATTEST:

City Clerk

AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2020 to December 31, 2020.

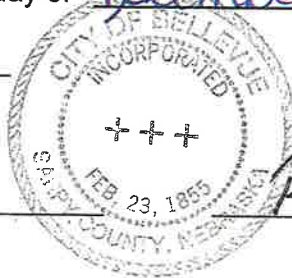
All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 17th day of December, 2019

ATTEST: City of Bellevue

Susan Kuthie
City Clerk/Witness



Russell H. L.
Mayor/Designee

Executed by the State this _____ day of _____

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/20

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

8.64 lane miles x \$2,530.00 per lane mile = \$21,859.20.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

☐ Other (Explain)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

City of Bellevue

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105**

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						8.64	8.64	

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 1120 Supp 2
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue


We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Roads, Bellevue, Nebraska.

ATTEST: 17th day of December, 20.


City Clerk




Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

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

**15c.
2/4/2020**

COUNCIL MEETING DATE: 02/04/2020		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:

Annual "Ride of Silence" - Bellevue Bicycle Club

SYNOPSIS/BACKGROUND:

The Bellevue Bicycle Club will be doing their annual "Ride of Silence" on Wednesday, May 16, 2020, from approximately 7:00 p.m. to 8:00 p.m., using portions of Highway 370 from 42nd Street east to the northbound exit lane of Fort Crook Road. Because of the usage of the State Highway, a Resolution is needed to show the City's NDOT compliance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommendation to approve Resolution #2020-12 and authorize the Mayor to sign

ATTACHMENTS:

1. Resolution #2020-12	2. Certificate of Insurance	3. email from John Perrin
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robling
[Signature]
[Signature]

RESOLUTION NO. 2020-12

WHEREAS, the Bellevue Bicycle Club will hold the annual "Ride of Silence" ("special event") in the City on May 16, 2020, and,

WHEREAS, a portion of Nebraska Highway 370 ("highway property") located within the corporate limits of the City of Bellevue ("City") will be used for bicycle riders to proceed on Highway 370 from 36th Street east to the northbound exit lane of Fort Crook Road, on Wednesday, May 16, 2020, from approximately 7:00 p.m. until 8:00 p.m., in conjunction with the special event; and,

WHEREAS, the need for barricades, signage and/or other traffic control devices is not anticipated and damage to, or modification of, road surfaces is not expected; and,

WHEREAS, the procession of bicycle riders will be escorted by local law enforcement; and,

WHEREAS, Nebraska state law allows the use of the state highway system by the City, including full and partial lane closures, for special events as designated by the City, provided the following conditions are met:

- a) The roadway is located within the official corporate limits or zoning jurisdiction of the City;
- b) The City shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the City is in control of the highway property designated for the event;
- c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the City, and the state shall not have such statutory or common law duty during the time the City is in control of the property designated for the special event.

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

The City of Bellevue hereby designates the annual "Ride of Silence" as a special event under LB589/Neb. Rev. Stat. § 39-1359, and hereby notifies the State of Nebraska that it acknowledges and accepts the duties imposed by such law and if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of full and partial lane closures of the highway property in conjunction with the annual "Ride of Silence."

PASSED AND APPROVED this _____ day of _____, 2020.

ATTEST:

Rusty Hike, Mayor

Approved as to Form:

Susan Kluthe, City Clerk

City Attorney

Susan Kluthe

From: John_Perrin <john_Perrin@cox.net>
Sent: Thursday, January 16, 2020 4:49 PM
To: Jim Ristow
Cc: Susan Kluthe
Subject: Request for Resolution

jim.ristow@bellevue.net

City Administrator
Jim Ristow
1500 Wall Street
Bellevue, NE 68005

Request for Resolution for Use of Highway 370 for an Event

Dear Jim;

The Bellevue Bicycle Club requests City Council Approval for use of Highway 370 under State Law 39-1359.

The "Ride of Silence" is a worldwide memorial ride to honor those injured or killed in traffic accidents and to promote motorist awareness of bicyclists. The event takes place on the third Wednesday of May, at 7pm local time around the world. The event has been held in Bellevue for the past nine years.

The route would include parts of Highway 370, Fort Crook Rd., Cornhusker and 36th Street. The ride is done in conjunction with Police Motorcycle training. Motorcycle Police from law enforcement units in the area train and provide traffic control.

The ride will take place on the 3rd Wednesday in May, on 20 May 2020, between 7:00 PM to 8:00 PM.

Your help is greatly appreciated.

John Perrin
Bellevue Bicycle Club
402-670-9439
John_perrin@cox.net

Suggested Resolution: "Designating the Bellevue Bicycle Club's annual "Ride of Silence" on May 16, 2018, from 7:00PM to 8:00PM as a special event for the closure of a portion of Highway 370 from 42nd street, East to the northbound exit lane of Fort Crook Road."

CC:
Susan Kluthe
Bellevue City Clerk
Tel: 402-293-3007



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2020

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).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 11150
--	--	--

INSURED
League of American Wheelmen dba League of American Bicyclists
1612 K Street NW, Suite 1102
Washington DC 20006

COVERAGES **CERTIFICATE NUMBER:** 1001730231 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CLUB	N	SBCGL0054503	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

- Coverage applies to BELLEVUE BICYCLE CLUB, 702 FORT CROOK ROAD S, BELLEVUE, NE 68005.

- Notable Exclusions: Racing. Time trials involving racing between individuals (a covered time trial is an individual timing activity). Commercially-operated tours. Commercial bicycle repair shops. Bicycle rental programs. Construction or engineering of bicycle trails or paths. Organizing or supervising a program that involves the regular transportation of minors to and from school. Activities involving certain E-bikes, mopeds, or any other vehicle with manual power source

CERTIFICATE HOLDER**CANCELLATION**

BELLEVUE BICYCLE CLUB 702 FORT CROOK ROAD S BELLEVUE NE 68005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: Jeff Roberts, 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:

Sprinkler repairs compensation for 36th Street Improvement Project.

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the the necessary sprinkler repairs not included in previous right-of-way negotiations for the 36th Street Improvement Project. The complete documentation is available upon request. This is an 80/20 split with NDOT.

FISCAL IMPACT: \$3,260.47 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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: 36th Street Improvement Project				
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: YES	
CIP PROJECT NAME: ROW Acquisition 36th Street		CIP PROJECT NUMBER: ST 20(1)		
STREET DISTRICT NAME (S): 36th Street - 370 to Platteview		STREET DISTRICT NUMBER (S): 2011-3		
ACCOUNTING DISTRIBUTION CODE: 10-15		ACCOUNT NUMBER: 7010		

RECOMMENDATION:

Approve the sprinkler repairs compensation for the 36th Street Improvement Project.

ATTACHMENTS:

- | | | |
|--------------------------------------|----|----|
| 1. Letters from Midwest Right-of-Way | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Roberts
[Signature]

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 30, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A32

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A32, Kenneth Lewis and Maria Carmen Delgadillo. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

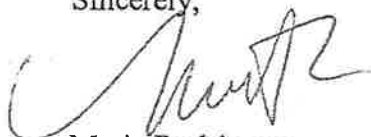
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$228.99 made payable to:

**Kenneth Lewis and Maria Carmen Delgadillo
950 46th Street Unit A
Oakland, California 94705**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: A9

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A9, Rallen and Phyllis Zeitner. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

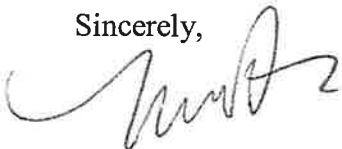
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$919.65 made payable to:

**Rallen and Phyllis Zeitner
13611 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: A12

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A12, Mario R. Rangel. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

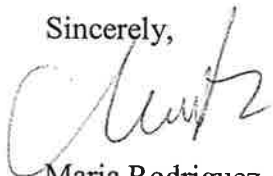
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$373.33 made payable to:

**Mario R Rangel
13510 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A28

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A28, Colin D. Moss and Donna Bass Moss. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

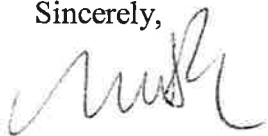
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of and a check in amount of \$405.02 made payable to:

**Colin D. Moss and Donna Bass Moss
13410 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: A30

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A30, Brett David Boyum. The authorized representative of the City of Bellevue will need to sign all copies of the contract. The signed original is to be kept by the City of Bellevue and placed in the completed file. The copy should be sent with payment to the property owner.


The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$298.62 made payable to:

**Brett David Boyum
13404 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A31

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A31, Gerald Cole and Kelli Cole. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

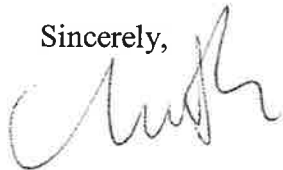
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$290.93 made payable to:

**Gerald Cole and Kelli Cole
13402 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: A33

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A33, Juan Rodriguez and Elizabeth Lopez. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

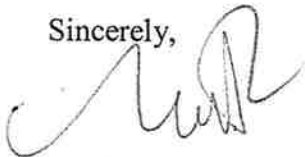
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$298.62 made payable to:

**Juan Rodriguez and Elizabeth Lopez
13308 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A35

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A35, Richard A. Holmes and Linda C. Holmes. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

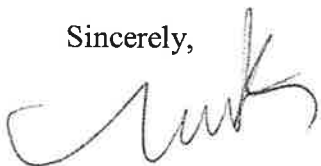
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$374.28 made payable to:

**Richard A. and Linda C. Holmes
3512 Schuemann Drive
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

January 16, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A40

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A40, Vicky L. Oakley. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

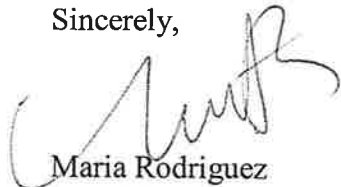
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$300.02 made payable to:

**Vicky L. Oakley
13208 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

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

**16b.
2/4/2020**

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment extending the 2018 CDBG Subrecipient Agreement with Backyard Sports LLC for the Clinics and Club Participation program.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a one-year CDBG subrecipient agreement with Backyard Sports on February 11, 2019, as outlined in the 2018 Action Plan with the Time of Performance set to expire on February 20, 2020. Grant funds are still available for the program in the amount of \$24,180.00, and Backyard Sports has requested an extension of the agreement to continue the program until all funds are expended. The subrecipient agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist Backyard Sports to complete the program in accordance with HUD regulations.

FISCAL IMPACT: 24,180.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Backyard Sports LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2018 CDBG Subrecipient Agreement Amendment		
CONTRACT EFFECTIVE DATE: 02/11/2020	CONTRACT TERM: 1 year	CONTRACT END DATE: 02/10/2021
PROJECT NAME: Backyard Sports Clinics and Participation		
START DATE: 02/11/2020	END DATE: 02/10/2021	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CDBG-191803	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize Mayor to sign the extension amendment to the CDBG subrecipient agreement with Backyard Sports LLC..

ATTACHMENTS:

1. 2018 CDBG Subrecipient Agreement Amendment	2.	3.
4. Extension Request - Backyard Sports	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BACKYARD SPORTS LLC
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-18-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of _____, 2020 by and between the subrecipient BACKYARD SPORTS LLC hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

BACKGROUND

A. WHEREAS, the SUBRECIPIENT and the GRANTEE entered into that certain Agreement, approved February 11, 2019, (the "Agreement") for the purpose of providing an assistance program offering youth scholarships to participate in organized sports programs in the amount of \$26,825.00;

B. WHEREAS, the parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

C. WHEREAS, the parties therefore intend that the terms of the Agreement shall be so modified.

AGREEMENT

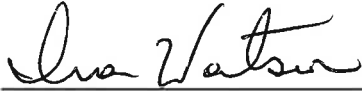
NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follows:

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through February 4, 2021.
2. Timeliness. Funds not expended by February 4, 2021, shall be eligible for reallocation by the GRANTEE.

(Remainder of page intentionally left blank.)

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

BACKYARD SPORTS LLC:



Ira Watson, Owner
Backyard Sports, LLC

CITY OF BELLEVUE:

Rusty Hike, Mayor
City of Bellevue, Nebraska

Richard Severson, Finance Director
City of Bellevue, Nebraska

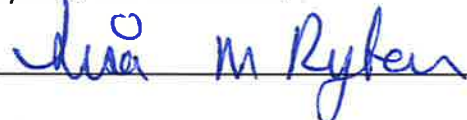
ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: 
(Affix Notarial Seal)

My Commission Expires: 10/10/23



STATE OF NEBRASKA)

: SS.

COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Ira Watson, Owner of Backyard Sports LLC, on behalf of the organization.

My Commission Expires:

NOTARY PUBLIC

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BACKYARD SPORTS LLC
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-18-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of _____, 2020 by and between the subrecipient BACKYARD SPORTS LLC hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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AGREEMENT

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2. Timeliness. Funds not expended by February 4, 2021, shall be eligible for reallocation by the GRANTEE.

(Remainder of page intentionally left blank.)

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

BACKYARD SPORTS LLC:

Ira Watson

Ira Watson, Owner
Backyard Sports, LLC

CITY OF BELLEVUE:

Rusty Hike, Mayor
City of Bellevue, Nebraska

Richard Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

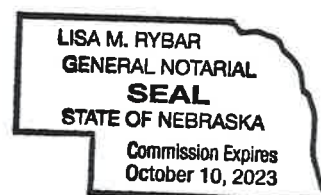
The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Lisa M Rybar

(Affix Notarial Seal)

My Commission Expires: 10/10/23



STATE OF NEBRASKA)

: SS.

COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Ira Watson, Owner of Backyard Sports LLC, on behalf of the organization.

My Commission Expires:

NOTARY PUBLIC

24 December, 2019

Abby Highland
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

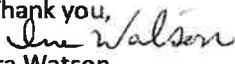
RE: Continuance of CDBG Funding for Swimming and Martial Arts Educational Activities

Abby,

We currently have an open CDBG project, Sports Clinics & Club Participation. In calendar year 2019 we were successful in providing swimming lessons that included memberships to the Lied Activity Center for participants and designated Head of Household members. Our planned activities for the third and fourth quarters were postponed as the indoor pool at the Lied had to be repaired. In addition, there were limited courts available to rent due to the heavy scheduling of basketball tournaments. As of 20 December, 2019 the pool is now fully operational and there are multiple dates in which open courts will be available to use.

At this time we are actively seeking participants for Krav Maga self-defense classes, swimming lessons, and Sports For Kidz (3-4 year olds). Contact has been made with the Bellevue Housing Authority (BHA) as well as apartment complexes such as Mission House, South Gate Apartments, etc. Master Mike Kassebaum has offered to teach participants basics of self-defense techniques and has compiled a complete package which includes instruction, belt testing fees, and tournament admission. The self-defense classes will begin mid-January but students can enroll in the program at any time after being approved for the scholarship.

We would like to request an extension of the funding to allow time to register new participants for the three aforementioned activities. As always timely updates will be presented and we thank you in advance for your consideration.

Thank you,

Ira Watson
Owner-Operator
Backyard Sports, LLC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: CDBG		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve 2019 CDBG Subrecipient Agreement with Heartland Family Service for the Housing Navigator Program in the amount of \$15,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2019 Action Plan approved by City Council on July 16, 2019, Heartland Family Service (HSF) was approved for funding in the amount not to exceed \$8,000.00. The grant funds will finance a portion of the Housing Navigator position which will assist low and moderate income households in Bellevue who face homelessness with acquire housing. HSF has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: 15,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Heartland Family Service	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2019 CDBG Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	02/04/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	02/03/2021
PROJECT NAME:	Heartland Housing Navigator Program				
START DATE:	02/04/2020	END DATE:	02/03/2021	PAYMENT DATE:	
				INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CDBG-191906	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG subrecipient agreement with Heartland Family Service.

ATTACHMENTS:

1. 2019 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HEARTLAND FAMILY SERVICE
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 23rd day of Jan, 2020, by and between the subrecipient HEARTLAND FAMILY SERVICE hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$15,000.00 for a housing navigator program; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$15,000.00 from the B-19-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing housing assistance to low- and moderate-households facing homelessness which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide a participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - iii. Conduct outreach through networking with local agencies and other means to inform low- and moderate-income households experiencing a housing crisis of the availability of services.
 - b. Income Benefit Goals. It is anticipated that the program will provide assistance to 35 low- and moderate-income persons residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
 6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$15,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

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

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or

invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

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

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. **Hold Harmless.** The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. **Workers' Compensation.** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. **Insurance.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. **Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. **Amendments.** The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

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

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

D. Other Program Requirements.

1. Civil Rights

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

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

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

- c. "Section 3" Clause
 - i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions

specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

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

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

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

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

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

let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 - g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

- 1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,

- f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
- 2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- 3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 “Audits of Institutions of State, Local Government, and Nonprofit Institutions”. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

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

G. Agreement Modifications.

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

H. Reversion of Assets.

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

I. Suspension or Termination of Agreement.

- 1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Board President
Heartland Family Service

2101 S. 42nd Street
Omaha, NE 68105

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska



Megan Holtorf, Chair of the Board
Heartland Family Service

Rich Severson, Finance Director
City of Bellevue, Nebraska



John Jeanetta, President and CEO
Heartland Family Service

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

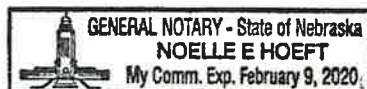
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 23rd day of January, 2020, by Megan Holtorf, Chair of the Board of Directors of Heartland Family Service, on behalf of the organization.

My Commission Expires:

2-9-2020





NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
2/4/2020

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: CDBG		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve 2019 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Sports Participation Assistance Program in the amount of \$8,000.00

SYNOPSIS/BACKGROUND:

As part of the 2019 Action Plan approved by City Council on July 16, 2019, Bellevue Junior Sports Association was approved for funding in the amount not to exceed \$8,000.00. The grants funds will provide sport participation scholarships to children from low and moderate income households. BJSA has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: 8,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: BJSA	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2019 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 02/04/2020	CONTRACT TERM: 1 year	CONTRACT END DATE: 02/03/2021
PROJECT NAME: BJSA Sports Participation Assistance Program		
START DATE: 02/04/2020	END DATE: 02/03/2021	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: YES
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: CDBG-191905	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG subrecipient agreement with Bellevue Junior Sports Association.

ATTACHMENTS:

1. 2019 CDBG Subrecipient Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollins
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2020, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$8,000.00 for a sports participation assistance program; and

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

A. SCOPE OF SERVICE.

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$8,000.00 from the B-19-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:
 - a. **Program Delivery.** To provide a participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - b. **Income Benefit Goals.** It is anticipated that the program will provide participation assistance for 55 children and youth from low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
- 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
- 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
- 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
- 5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
- 6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

- 1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$8,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

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

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or

- invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.
12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.
13. Close-outs.
- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
- i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

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

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

D. Other Program Requirements.

1. Civil Rights

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

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

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

- c. "Section 3" Clause
 - i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions

specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

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

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

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

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

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

let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

- 5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

- 1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,

- f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
- 2. **Cost Principles** – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- 3. **Audits** – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 “Audits of Institutions of State, Local Government, and Nonprofit Institutions”. If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

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

G. Agreement Modifications.

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

H. Reversion of Assets.

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

I. Suspension or Termination of Agreement.

- 1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Board of Directors
Bellevue Junior Sports Association

1001 High School Drive
Bellevue, NE 68005

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Phyllis Thrower
Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz
Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

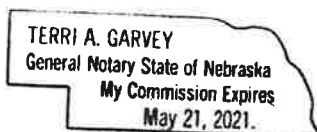
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 6th day of January, 2020, by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

May 21, 2021



Terri A. Garvey
NOTARY PUBLIC

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

**16e.
2/4/2020**

COUNCIL MEETING DATE: 02/04/2020		SUBMITTED BY: CDBG		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve 2019 CDBG Subrecipient Agreement with Housing Foundation of Sarpy County for the Capacity Building and Development program in the amount of \$10,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2019 Action Plan approved by City Council on July 16, 2019, Housing Foundation of Sarpy County was approved for funding in the amount not to exceed \$10,000.00. The grant funds will assist with capacity building for the foundation to address housing needs in Bellevue. The Housing Foundation has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:	10,000.00	BUDGETED FUNDS?:	YES	GRANT/MATCHING FUNDS?:	NO
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TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Housing Foundation of Sarpy Co	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2019 CDBG Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	02/04/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	02/03/2021
PROJECT NAME:	Housing Foundation Capacity Building and Development				
START DATE:	02/04/2020	END DATE:	02/03/2021	PAYMENT DATE:	
				INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CDBG-191904	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG subrecipient agreement with the Housing Foundation of Sarpy County.

ATTACHMENTS:

1. 2019 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryn Roblin
[Signature]
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 22nd day of January, 2020, by and between the subrecipient HOUSING FOUNDATION OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$10,000.00 for capacity development for housing ventures; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$10,000.00 from the B-19-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance with capacity development through the assistance of a consultant and marketing firm which is eligible under 24 CFR 570.201(p) Technical Assistance. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide assistance with capacity development for the development of affordable housing. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Prepare a formal development plan for the existing 51 units of affordable housing and future use including leveraging of assets and identification of revenue funds for future development.
 - b. Income Benefit Goals. It is anticipated that the program will provide assistance to one (1) organization that assist low- and moderate-income households residing within Bellevue city limits with housing needs.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity

carried out under this agreement will meet the National Objective benefit low- and moderate-income housing benefit with assistance to one organization which will undertake activities to provide or improve permanent residential structures that will be occupied by low- and moderate-income households.

- i. **Income Definition.** For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. **Performance Monitoring.** The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Copies of prepare documents.
 - e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. **Site Visit.** The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
4. **Environmental Clearance.** The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. **Time of Performance.** The agreement will remain in effect for twelve (12) months from the date of execution.
6. **Ineligible Expenses.** General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$10,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. **Records and Reporting.** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.
 - a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

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

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and

3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

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

C. General Compliance

- 1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except the (1) the SUBRECIPIENT does not

assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

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

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A

above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

D. Other Program Requirements.

1. Civil Rights
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

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

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

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

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

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

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

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

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

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. **Lobby Certification.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

g. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

- a. A-21, Cost Principles for Educational Institutions,
- b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
- c. A-89, Catalog of Federal Domestic Assistance,
- d. A-102, Grants and Cooperative Agreements with State and Local Governments,
- e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
- f. A-122, Cost Principles for Non-Profit Organizations,
- g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. **Cost Principles** – The SUBRECIPIENTS shall comply with the requirements under 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. **Audits** – The SUBRECIPIENT is required to comply with 2 CFR Part 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit

Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

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

G. Agreement Modifications.

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

H. Reversion of Assets.

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

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

- (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
- a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Board President / Executive Director
Housing Foundation of Sarpy County
8214 Armstrong Circle
Bellevue, NE 68147
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

John Meng-Frecker
John Meng-Frecker, Vice President
Housing Foundation of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

C. Pospisil
Carolyn Pospisil, Executive Director
Housing Foundation of Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

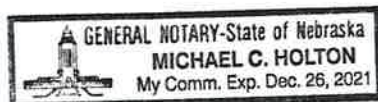
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 29th day of January, 2020, by John Meng-Frecker, Vice President, Housing Foundation of Sarpy County, on behalf of the organization.

My Commission Expires:

December 26th, 2021



Michael C. Holton
NOTARY PUBLIC

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

**16f.
2/4/20**

COUNCIL MEETING DATE: 01/30/2020		SUBMITTED BY: Chief Dargy	
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:

Drug Recognition Expert State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

Law Enforcement Officers in Nebraska that are classified as a Drug Recognition Expert (DRE), are required to attend yearly training to keep their certification current. The Administrator from NDOT who was in charge of the program has retired without a replacement. NDOT is requesting that Sgt. Milos from BPD assume this role temporarily as the DRE Training Coordinator, until a replacement has been made. He will be paid for his work at his current overtime rate which will be reimbursed by NDOT. The hours worked will not be in excess of fifteen hours a month. The contract would be effective from February 1, 2020 to August 1, 2020.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: State of Nebraska	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: State Drug Recognition Training Coordinator		
CONTRACT EFFECTIVE DATE: 02/01/2020	CONTRACT TERM: 6 months	CONTRACT END DATE: 08/01/2020
PROJECT NAME: S		
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:

Recommend Approval of the contract for Sgt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office.

ATTACHMENTS:

1. NDOT Contract	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten Signature: A. Byrd Roblin]
[Handwritten Signature: Joe Milos]

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Patrick D. Iversen, Governor

DRE State Training Coordinator Contract

This Contract is between the NDOT/HSO and the City of Bellevue, Bellevue Police Department and Sergeant Joseph Milos. Collectively referred to as "the parties."

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Sgt. Milos for duties of DRE State Training Coordinator. Sgt. Milos will be the State DRE Training Coordinator for the period from February 1, 2020 to August 1, 2020 and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Sgt. Milos' hourly wages are \$42.42 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 15 hrs a month to carry out the below listed duties at \$63.63 an hour. Sgt. Milos shall provide documentation of his hours worked as State DRE Training Coordinator to the NDOT/HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the State DRE Training Coordinator:

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

Kyle Schneweis, P.E., Director

Department of Transportation Highway Safety Office

5001 South 14th Street
PO Box 94612
Lincoln, NE 68509-4612

OFFICE 402-471-2515 FAX 402-471-3865
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

[Handwritten signature]
1/29/20

Term of Contract: This contract period is for six (6) months and shall begin February 1, 2020 and expire August 1, 2020. Either party may terminate the Contract with thirty (30) days written notice to the other party.

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

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

Signed in agreement on the day below:

By:  1/29/20
FILL IN APPLICABLE INFORMATION FOR NDOT/HSO Date
Mark C. Severson, NDOT-HSO Administrator

CITY OF BELLEVUE, NEBRASKA

By: _____
Rusty Hike, Bellevue Mayor Date _____

By: _____
Bellevue Police Chief Date _____

By: _____
Joseph Milos Date _____



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 1/28/2020

A. General Items:

- QA/QI
- Preparing for EMS Inspection by the State February 12
- Researching "lift assists" occurrences in preparation for changing this procedure
- Completed scenario test-out of ALS probationary paramedic. He was successful and released to practice independently
- ALS Probation meeting with Jordon Wednesday the 29th
- Working on dispatch changes for sick persons to minimize personnel exposure due to the flu and Coronavirus.
- Working on bunker gear replacement process.

B. Training:

- Ice rescue training at the training site pond.
- Post resuscitation care lecture.

C. Inspections:

- Plan review for new HVAC system Logan Middle School.
- Plan review remodel conference room 3200 Samson Way.
- Plan review dugouts Lied Center.
- Kitchen hood test Sickies. 1203 Cornhusker Rd.
- Fire alarm test Sickies 1203 Cornhusker Rd.
- Liquor license inspection Sickies 1203 Cornhusker Rd.
- Final building inspection 2218 Wayne St. Office/Apartment.
- Plan Review Burger King remodel 2108 Pratt Ave.
- Plan review Woodhouse Mazda 7845 Nebraska Dr.
- Knights of Columbus Hall 1020 Lincoln Rd. Fire Test, Fire Sprinkler Test and Liquor Licensee Inspection.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls:

Fire – 55
Rescue - 144

E. Ambulance Billing

No first of the month report.

F. Manpower Report Staffing

Staffing Report from 1/6/2020 through 1/12/2020

Monday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Monday	PM	T21, E31, E41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	T21	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		EMS Sup 2 OOS
Thursday	PM	E41	3-Person	
Friday	AM	E1, E31	3-Person	
Friday	PM	Full		
Saturday	AM	Full		
Saturday	PM	T21	3-Person	
Sunday	AM	T21, E41	3-Person	EMS Sup 2 OOS
Sunday	PM	E1, T21, E31, E41	3-Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 1/13/2020 through 11/19/2020

Monday	AM	E31, E41	3-Person	
Monday	PM	E31	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, E41	3-Person	
Wednesday	PM	T21, E31	3-Person	
Thursday	AM	Full		
Thursday	PM	T21	3-Person	
Friday	AM	T21, E41	3-Person	
Friday	PM	E1	3-Person	
Saturday	AM	Full		
Saturday	PM	E1	3-Person	EMS Sup 2 OOS
Sunday	AM	T21, E31	3-Person	
Sunday	PM	Full		

Staffing Report from 1/20/2020 through 1/26/2020

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E31	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	E31	3-Person	
Saturday	AM	E1, E31	3-Person	
Saturday	PM	E1, E31	3-Person	
Sunday	AM	Full		



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 1/21/2020

- The Bellevue Public Library handed out 25 passes to the Omaha Children's Museum on Sunday, Jan. 12. These family admission passes admit up to four persons for a one-time visit to the Museum and are good through May 21, 2020. Altogether, the library has handed out a total of 100 passes to families beginning in October 2019. The passes are made possible through a partnership of the Friends of the Bellevue Public Library and the Omaha Children's Museum.
- Thirty-two persons attended a special program featuring Cindy Downing, a pet communicator and medium, at a program for all ages on Saturday, Jan. 18. Downing was to use her skills in communicating with animals living and dead. Those wishing to have Downing communicate with their pets brought pictures; no animals were in attendance. The program was organized by the Adult Services Department of the library.
- The Bellevue Library Foundation raised about \$1,400 in their winter book sale. During the sale, Jan. 11-19, the public could fill a paper grocery bag full of sale items for only \$5.00 or purchase individual items for half price. The book sale room is manned by volunteers in support of the non-profit Foundation which helps to provide monies for library programs and services through their fund-raising efforts.
- The regular monthly meeting of the Bellevue Public Library Advisory Board was held on Wednesday evening, Jan. 15. Among the items discussed by the Board were the new card application forms; the new Winter Reading Challenge programs; and an update on the status of plans for a renovation/addition project for the current library site.
- Children and their parents had a Pajama Party (young participants were encouraged to come in their PJs) at the monthly Family Festival held Thursday evening, Jan. 16, in the Children's Area of the library. In addition to enjoying fun activities, games, and animal puppets, Family Festival attendees get a special bookmark which they can have stamped for each Festival they attend and earn a prize in April.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 1/28/2020

- Nearly 50 people attended the annual Seed Share day hosted at the library on Saturday, Jan. 25. The Friends of the Bellevue Public Library provided a variety of seeds for folks to pick up during the event, and the public was encouraged to bring some of their own to share. In addition, lots of gardening questions were fielded by Master Gardeners with the Nebraska Extension Service. Saturday was National Seed Swap Day, and the library's event was organized by the Adult Services Department.
- There are about two weeks left in the first Winter Reading Challenges being held for children and young adults at the library. The WRCs began Dec. 18 and will conclude on Feb. 5. During the challenges, participants can log their reading activities and earn small prizes along the way as well as entries for grand prize drawings.
- The Children's Department are planning to have polling booths for *Kids Vote* during the primaries like they did four years ago and will also have the booths back during the general elections in November. The activity is designed to encourage children to participate in community and civic events. However, instead of voting on candidates, the children get to vote on programs and questions related to children's activities.
- Kristine Woods with the Adult Services Department has been training staff on new procedures for using the microfilm reader. New software allows patrons to scan microfilm and microfiche to USB drives or to save digital copies and then email them to themselves. Previously, only paper copying was available.
- The library has begun offering a new VOX collection of books in the Children's Department. The VOX books provide the text as well as a recorded narration of the story in one book, so that children can listen and follow along reading at the same time. The library has started with an initial collection of about 50 books and will continue to grow it quarterly.

INTEROFFICE MEMORANDUM

TO: CITY ADMINISTRATOR, JIM RISTOW
FROM: CHIEF DARGY
SUBJECT: DIRECTORS BRIEF
DATE: 2/4/2020

Provisional Appointment was made for Sergeant which was effective February 2nd, 2020.

Lt. Hatfield retired after more than twenty-five years with the Department.

Background Investigations for entry level Police Officer positions are still on-going.

Staff is continuing to work on the new Pro Phoenix RMS System and Train the Trainer.

I attended a Mtg this week at the County concerning the ongoing issues we have in our communities with Mental Health and the manpower we expend on those calls. Nebraska Medicine is developing a Psychiatric Emergency Service (PES) that will open late summer or early fall 2020



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

January 30, 2020

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, Ordinances, and Notices of Public Hearings for Bellevue Leader
- Completion of Minutes of 01.21.20 Council Meeting
- Attended Agenda Meeting 01.28.20
- Posting of agenda for 02.04.20 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 01.29.20 Council Regular Meeting
- Weed liens approved at the BOE Meeting on January 21st, have been filed with Sarpy County Treasurer for liens to be placed on those properties
- Notice of renewal for all Non-Class "C" of retail liquor licenses has been published pursuant to Section 53-135.01
- All Tobacco Licenses for the renewal period of January 1, 2020 – December 31, 2020 have been paid and licenses mailed out
- Continuing to review the Statement of Profits and Expenses from Organizations who had firework stands, time permitting
- Updating master list on boards, committees, and task forces, time permitting
- Continue to keep current on the general organizing of files, both paper and electronic, by having them scanned into LaserFiche and/or Contract Management, and filing of a hard copy, as soon as we have the approved executed documents
- All files of records for City Vehicles, both electronically and in the actual files, have been caught up and organized. Plan to start working with Fleet verifying we have the correct assigned vehicle number (Susan)
- Day to day tasks