

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

Tuesday, February 18, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Josh Prettyman, Twin Cities Baptist Church, 11825 South 36th 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 29, 2020 Board of Health Minutes.
    2. \* Approval of February 4, 2020 City Council Minutes.
    3. \* Approval of City Council Special Joint Meeting with Bridge Commission
6. \* APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
  - a. Proclamation to declare March 2020 as "Problem Gambling Awareness Month".
8. ORGANIZATIONAL MATTERS:
  - a. Approval of the Revised Employee Handbook. (Human Resources Director)
  - b. \* Approve and authorize the Mayor to sign the Memorandum of Understanding with the Bellevue Professional Management Association. (BPMA) (Human Resources Director)
9. APPROVED CITIZEN COMMUNICATION: **No Requests have been received**
10. LIQUOR LICENSES: **No Applications have been received**
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. 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)
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. (Planning Manager)
    1. Request to approve the small subdivision plat of Lots 1 and 2, Whispering Timbers Estate Replat 6. (*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. (Planning Manager)
  - c. 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)
13. ORDINANCES FOR INTRODUCTION (1st reading): None

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

- a. Approve Event Application for Bellevue Chamber of Commerce, in partnership with Offutt AFB, for the "Runway Run," on Saturday, May 9th, 2020, from 6:00 a.m. to 9:30 a.m., for a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and on to a segment of runway, returning to BPS Lied start point. (City Clerk)

15. RESOLUTIONS:

- a. Resolution No. 2020-13: Approve and authorize the Mayor to sign the Final Design Supplemental Agreement No. 1 for amended work regarding South 36th St. - Hwy 370 to Sheridan Road (Public Works Director)

16. CURRENT BUSINESS:

- a. Approve the Condemnation (Tract C14 [aka 11829 Amerado Blvd, Bellevue, 68123], Pheasant Ridge), Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$12,290. (Public Works Director)
- b. Approve and authorize the Mayor to sign the proposal with Crouch Recreation for Two Springs Park and Playground Equipment, in an amount not to exceed \$62,648. (Public Works Director)
- c. Approve and authorize the Mayor to sign the bid of AVI for removal of all electronics in the City Council Chambers prior to the removal of the column in the Council Chambers, in an amount not to exceed \$11,414.36. (Public Works Director)
- d. Approve and authorize the lowest bid of Lund-Ross Constructors for the Column Removal Project in the City Council Chambers, in an amount not to exceed \$75,138 plus 10% contingency, totaling \$82,651.80. (Public Works Director)
- e. Approval to purchase new vehicles for the Police Fleet, in an amount not to exceed \$517,611. (Interim Police Chief Dargy)
- f. +++ Approve and authorize the Mayor to sign the Contract with Stericycle, in an amount of \$180/year (Police Dept./Capt. Tim Melvin)
- g. +++ Approve and authorize the Mayor to sign the proposal with Heimer Corp. for an emergency culvert repair on Fort Crook, in an amount not to exceed \$51,246 (Public Works Director)
- h. +++ Approve and authorize the Mayor to sign a Contract Addendum with Waystar Clearinghouse (aka Zirned), in an amount of a \$99 implementation fee plus approximately \$175/\$200 per month (Fire Chief)

17. ADMINISTRATION REPORTS: **Revising process**

18. CLOSED SESSION: None

19. ADJOURNMENT

# MINUTE RECORD

## ***Bellevue Board of Health, January 29, 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 1:00 p.m. on the 29<sup>th</sup> 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.

**Motion** was made by Yonkers, seconded by Akerson, to approve the minutes of the January 14, 2020 Board of Health meeting as presented. Upon roll call, Mayor Hike, Interim Chief Dargy, Dr. Yonkers, and Dr. Akerson, voted yes; voting no: none; absent: Preister. Motion carried.

### **Appeal Decision of Nebraska Humane Society**

Mayor Hike advised this meeting is a continuation from the January 14, 2020 Board of Health meeting. Mr. Sean Sammons is appealing the Reckless Owner declaration made by the Nebraska Humane Society (NHS). All documents for the meeting were previously distributed.

Mayor Hike requested Mr. Sammons to come forward to address the Board regarding the requirements outlined on January 14, 2020. He should also provide proof if the following requirements have been met: 1) obtaining the Potentially Dangerous Dog License; 2) paying for Jet to be neutered; 3) paying for Jet to be microchipped; 4) paying for insurance for Jet as required under Ordinance No. 3964, Section 6-18 (k); paying for the training classes for Jet; and 6) paying for the boarding of Jet.

Mr. Sean Sammons, 315 E. 17<sup>th</sup> Avenue, explained he has not completed all the requirements. He has not paid for the training classes, boarding fees, or insurance. He stated he has had difficulty finding an insurance company, due to Jet being declared a Potentially Dangerous Dog. He did complete paperwork online with All State and intends to go pay for the policy after the hearing. Once he receives his tax refund, he intends to pay for the training classes and boarding fees.

Mayor Hike requested clarification on Mr. Sammons statement that All State Insurance has accepted Jet, however, are they just waiting on payment. Mr. Sammons stated he completed the application online; however, he still needs to pay for the policy. Ms. Robbins questioned if he has documentation indicating All State has approved Jet for the insurance policy. Mr. Sammons replied he does not have any paperwork.

Ms. Robbins clarified he has not paid for the training classes and boarding fees, in addition to not paying for insurance. Mr. Sammons replied correct.

Mayor Hike questioned Mr. Sammons if he has an agent with All State, who can be called, to confirm Jet was approved. Mr. Sammons provided the location of the insurance office.

Ms. Robbins clarified he does not have the insurance as provided under 16-18 (k). Mr. Sammons replied yes.

Mr. Steve Glandt, Vice President of Field Operations, NHS, was present to answer any questions.

Ms. Robbins requested confirmation Mr. Sammons has obtained the Potentially Dangerous Dog license. Mr. Glandt stated he has.

Ms. Robbins requested confirmation Mr. Sammons has paid for Jet to be neutered. Mr. Glandt replied he has.

Ms. Robbins requested confirmation Mr. Sammons has paid for Jet to be microchipped. Mr. Glandt confirmed he has.

Ms. Robbins requested confirmation if Mr. Sammons has provided proof of insurance, as required under Section 16-18 (k). Mr. Glandt stated he has not.

Ms. Robbins questioned if Mr. Sammons has paid for the required training classes. Mr. Glandt responded he has not.

Ms. Robbins questioned if Mr. Sammons has paid for the boarding fees. Mr. Glandt stated he has not. Ms. Robbins inquired what the cost to date of the boarding fees is. Mr. Glandt stated the amount is \$688.35. This is the total amount, which includes boarding fees and training classes.

Dr. Akerson inquired how Jet is doing. Mr. Glandt replied he is doing well. He is being well cared for, fed, watered, and walked every day.

Mayor Hike requested clarification from Mr. Sammons if he is aware, he owes \$688.35. He replied yes. The amount is doable, even if NHS does not waive the boarding fee.

Ms. Robbins requested clarification from Mr. Sammons if he has been aware of all of the aforementioned requirements since the August 9, 2019 hearing. He replied yes. He explained it is not a matter of not being willing to complete the requirements, it has been financial matters.

Ms. Robbins explained to Mr. Sammons he has had since August 2019 to meet the requirements. The Board of Health was kind enough to give him an extension to today's meeting. He has made some progress; however, he continues to make excuses for not meeting all the requirements. He hasn't made a payment towards the classes or boarding to show good faith. Ms. Robbins confirmed with Mr. Sammons all this is true. Mr. Sammons responded yes. He explained he does not have family support and has had a difficult time to meet the financial requirements.

Mayor Hike questioned Mr. Sammons what the total amount he has paid so far is. Mr. Sammons stated \$216 total.

Ms. Robbins inquired if Jet is returned to Mr. Sammons, where he plans on living. Mr. Sammons replied in his house. Ms. Robbins questioned if he lives with anyone else. Mr. Sammons stated he lives with his parents. Ms. Robbins questioned Mr. Sammons when he is unable to take care of Jet himself, who will be caring for him, and who will make sure Jet is in compliance with all the requirements. Mr. Sammons replied he will be the one to take care of Jet. With his work schedule, Jet has an established routine and doesn't need to go outside until he takes him. Discussion occurred on the area Mr. Sammons takes Jet for walks. He explained the area is not enclosed by a fence.

Interim Chief Dargy explained this has been going on for a long period of time. He questioned why it has taken so long to obtain insurance. Mr. Sammons explained he was given misinformation on what he needed. He contacted several insurance companies who did not want to work with NHS. He also had difficulty finding an insurance company to cover Jet. Conversation ensued on this topic.

Dr. Yonkers questioned Mr. Sammons if he has scheduled the classes and if he is committed to them. Mr. Sammons stated he is unaware if NHS has scheduled him for the classes in February.

Mrs. Jill Moss, Ordinance Administrator for NHS, stated she has not spoken to Mr. Sammons regarding scheduling the classes because he has not paid for them yet. She explained payment would need to be received prior to scheduling the classes. She mentioned she has spoken to Mr. Sammons on numerous occasions, and her calls were not well received by him. Ms. Robbins clarified the classes needed to be paid for and scheduled by Mr. Sammons prior to this meeting, as Jet is still in the care of NHS. Mrs. Moss replied yes. She explained the Owner Responsibility class flows into the Obedience class. Ms. Robbins inquired if there would be any problems for Mr. Sammons to schedule the classes now. Mrs. Moss stated he can still schedule them.

Dr. Yonkers questioned what the total cost will be for the classes. Mrs. Moss stated the cost is \$80.00 for the Owner Responsibility class and \$112.35 for the Obedience class. The boarding fee is \$496.00, bringing the total to \$688.35. Mr. Sammons confirmed the total includes the obedience class. Mrs. Moss replied yes it does.

**Motion** was made by Dargy, seconded by Akerson, to adjourn into closed session, for the protection of the public interest, at 1:23 p.m. Roll call vote on the motion was as follows: Hike, Dargy, Yonkers, and Akerson voted yes; voting no: none; absent: Preister. Motion carried.

The following individuals were asked to participate in closed session: City Administrator Jim Ristow, Board of Health Members Mayor Rusty Hike, Interim Chief Dargy, Dr. Yonkers, and Dr. Akerson, Attorney Bree Roberts, and Para-legal Tahnee King.

**Motion** was made by Dargy, seconded by Yonkers, to adjourn from closed session and reconvene at 1:31 p.m. Roll call vote on the motion was as follows: Hike, Dargy, Yonkers, and Akerson voted yes; voting no: none; absent: Preister. Motion carried.

Mayor Hike inquired if there is any means or chance if the Board does not allow Jet to go back to Mr. Sammons if he can be reimbursed for the amount he has paid to NHS. Mr. Glandt advised he would need to discuss the matter with Ms. Nancy Hintz, President and CEO NHS.

**Motion** was made by Hike, seconded by Dargy, to affirm the decision of the Nebraska Humane Society declaring Mr. Sean Sammons a Reckless Owner. Roll call vote on the motion was as follows: Hike, Dargy, Yonkers, and Akerson voted yes; voting no: none; absent: Preister. Motion carried.

#### **ADJOURNMENT**

There being no further business to come before the Board at this time, on motion by Dargy, seconded by Yonkers, at 10:01 a.m., the meeting was adjourned.

  
Shirley R. Harbin  
Deputy City Clerk

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Rusty Hike  
Mayor, Chairman of the Board of Health

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 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 4th day of February, 2020, at 6:00 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. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42<sup>nd</sup> Street, Bellevue, 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 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. Motion carried.

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Cook, seconded by Welch, to approve the consent agenda which included the following: Acknowledge receipt of January 14, 2020 Board of Health Minutes; Approval of January 21, 2020 Board of Equalization Minutes; Approval of the January 21, 2020 City Council Minutes; Acknowledge receipt of January 23, 2020 Planning Commission Minutes; Approval of Claims; Approve the reappointments of David Wees and Richard Casey to the CDBG Committee for three year terms, ending January 23, 2020; 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); Resolution No. 2020-09: and Adopting and approving the execution of agreement with Nebraska Department of Transportation for Maintenance Agreement Number 5.

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

**SPECIAL PRESENTATIONS:** None

## **ORGANIZATIONAL MATTERS:**

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

**Motion** was made by Cook, seconded by Shannon, to table approval of the Revised Employee Handbook to February 18, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

**APPROVED CITIZEN COMMUNICATION:** None

**LIQUOR LICENSES:** None

## **Ordinances for Adoption: (Third Reading)**

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

Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was brought back to the Council after being tabled.

**Motion** was made by Shannon, seconded by Burns, to table Ordinance No. 3966 until March 17, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

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

Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was brought back to the Council after being tabled.

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 2

**Motion** was made by Shannon, seconded by Stinson, to table Ordinance No. 3970 until March 17, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

**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 third and final time.

**Motion** was made by Burns, seconded by Cook, to approve and adopt Ordinance No. 3985. 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 Public Hearing: (Second 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 requested to be tabled.

**Motion** was made by Shannon, seconded by Burns, to table Ordinance No. 3986 until February 18, 2020 for Public Hearing. Roll call vote on the motion was as follows: Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

**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 requested to be tabled.

**Motion** was made by Shannon, seconded by Burns, to table Ordinance No. 3987 until February 18, 2020 for Public Hearing. Roll call vote on the motion was as follows: Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

**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 second time and presented for public hearing.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Hike declared the public hearing closed. Mayor Hike stated the third reading of the ordinance will be heard at the next Council meeting on February 18<sup>th</sup>.

**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]**

**Ordinances for Introduction: (First Reading):**

**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)**

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 was read by title only for the first time and scheduled for public hearing at the Council meeting on February 18<sup>th</sup>.

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 3

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

### **Show Cause Hearing on the proposed Condemnation of the structure(s) at 3515 Schneckloth Road, Bellevue, 68123. (Chief Building Inspector)**

Mr. Mike Christensen, Chief Building provided a video of the barn structure located at 3515 Schneckloth Road and explained the conditions. He explained the barn suffered damage in the 2017 tornado and he has met with the property owners three times since then. They expressed concerns with removing family heirlooms from the barn. He stated Mr. Howard Schneckloth's son William, visited the Permits Department earlier in the day in attempt to pull a demolition permit. He was lacking the asbestos survey through the State of Nebraska. Therefore, that is put on hold. He recommended passing the resolution to ensure the barn is taken care of in a timely manner.

Ms. Bree Robbins, City Attorney, advised she is in agreement with passing the resolution.

Mr. Christensen advised on the asbestos survey and if there is an abatement, it should not take more than thirty days. At that point a demolition permit could be secured. This would allow the owner time to remove personal items from the barn before demolition it.

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 2020-04, which would declare the structures condemned.

Mr. Otmar Stevens, advised the barn was built in 1898. He questioned if the barn has any historical significance. He mentioned the barn is inundated by barn swallows in the spring. Barn swallows are protected by federal law which prohibits their habitat from being interfered with. Ms. Robbins replied she has researched barn swallows. Barn swallows' mate in mid-May. Up until the time there are active eggs in their nest, you can demolish the building and nest. You can also do things to prevent them from nesting. Discussion occurred on the historical significance of the barn and the cottonwood tree on the property.

Discussion occurred regarding the three certified letters sent to the property owner and two face to face meetings in the Permits Department.

Discussion took place regarding the dates of Council meetings, how the property owner was notified, city limits, the extra territorial jurisdiction (ETJ), and ward boundaries.

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.

### **Resolution No. 2020-04: Condemning the structure(s) located at 3515 Schneckloth Road, Bellevue, 68123.**

**Motion** was made by Shannon, seconded by Welch, to approve Resolution No. 2020-04: Condemning the structure(s) located at 3515 Schneckloth Road, Bellevue, 68123.

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 1406 Warren Street, Bellevue, 68005 (Chief Building Inspector)**

Mr. Mike Christensen, Chief Building provided a video of the property at 1406 Warren Street and explained the conditions. He stated the Permits Department has tried to work with property owner since 2013. A letter was sent out in November 2019 and the owner's son has been working on repairs. There was a misunderstanding with the 180 days to complete work after the issuance of a permit. Mr. Christensen stated the damage to the windows has also caused damage and rotting to the stucco. He mentioned the house is uninhabitable at this time. He advised the way the City ordinance is written, once he submits the paperwork to the City Clerk for condemnation, he cannot issue permits without the City Council's approval.

Councilman Shannon questioned what shape the foundation is in. Mr. Christensen stated the foundation is in relatively good shape. There are concerns with what is behind the stucco.

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 2020-10, which would declare the structure(s) condemned.

Mr. Steve Hurlbutt was present on behalf of his mother, Mrs. Rita Hurlbutt, owner of the property. He assured the City Council they have every intention to fix the issues the property has and to bring it back to habitable conditions. Work has already begun, and will continue to be done, to resolve the issues the City has with the home. He explained there was a misunderstanding with himself and the Permits Department on whether or not a permit was needed to do the work needed. After a receiving the condemnation letter and having a detailed discussion with Mr. Christensen, it was determined a permit is needed for the egress

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 4

window. As Mr. Christensen had indicated, due to this house already being on the Council agenda, City Council would need to grant approval for the permit.

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.

Councilman Stinson questioned Mr. Hurlbutt what the timeline would be to get the house back into livable conditions. Mr. Hurlbutt replied as soon as possible. He stated there was work which has already begun on window restoration. He is waiting for Council approval on the items requiring a permit. Once the permit is issued, he has 180 days to complete the job. He explained an inspector did get on his scaffolding and there are no structural issues. It is primarily cosmetic.

Councilman Cook questioned Mr. Christensen if he had been inside the home. Mr. Christensen responded he has not. Councilman Cook clarified the assessment is based on what Mr. Christensen has seen on the outside of the home. Mr. Christensen replied yes. He would like to get inside of the home to view the basement area where water could have run down from the windows. Councilman Cook questioned what condition the roof is in. Mr. Christensen stated the roof is still intact. The deterioration was mainly around the windows and garage area. Councilman Cook inquired if permits would need to be pulled for electrical, plumbing, etc. Mr. Christensen advised the electrical mast would need to be secured to the house. He also advised the site of the house is not fair to the neighbors. The goal is to get the house back into habitable condition and he is willing to work with Mr. Hurlbutt.

Councilwoman Welch inquired who is doing the work. Mr. Hurlbutt stated the window work is being done by himself. Councilman Welch inquired if there is an estimated cost to bring the house to a habitable condition. Mr. Hurlbutt explained the windows have already been purchased and there is no labor cost since he is doing the work himself.

Councilwoman Welch questioned if there has been resistance getting into the house or if there was a conflict in scheduling. Mr. Christensen stated it has been difficult to coordinate schedules. The main concern has been based on the deterioration from the outside of the house. Councilwoman Welch questioned if there are other issues besides the windows, on the outside of the house, which need to be addressed. Mr. Christensen replied yes.

Councilwoman Welch inquired if the house has been vacant since 2013. Mr. Hurlbutt explained it was a rental property and knows it has been vacant since the tornado. Due to the tornado and flooding he has been stalled addressing the issues. Since receiving the letter work has started, and he has continued to address the issues. However, permits will need to be issued with City Council approval.

Councilman Burns questioned how long the mother has owned the house. Mr. Hurlbutt explained it has been owned by her since the mid 80's.

Councilman Burns verified the issue with the house has been since 2013. Mr. Christensen replied yes. Councilman Burns questioned Mr. Christensen if he has been in communication with the home owner since 2013. Mr. Christensen explained there has been contact, back and forth, however, no repairs. Since receiving the letter in November Mr. Hurlbutt has stepped up and replaced some windows, as well as boarded up others. Councilman Burns inquired if the windows are the most important part of the structure. He stated Mr. Christensen mentioned concerns with the stucco and electrical issues and would like more information on these issues. Mr. Christensen stated there are concerns with the awning above the garage. In regards to the electrical, it would be a matter of a fixture change. If it is put back to the way it was initially a permit is not needed. The mast needs to be secured at this time. Mr. Christensen explained if permission is received from the Council for permits, he would like to meet with Mr. Hurlbutt to address every issue the house has internally and externally. Then all permits could be handled at once. Discussion occurred on the permit process and how long a permit is valid. Councilman Burns questioned if the work would need to be done in 180 days or in 60 days. Mr. Christensen stated he would like to see all the windows replaced and secured, along with the house being weather tight in 60 days. If there is interior work that needs to be done, we can address it then. Councilman Burns inquired if the work is not done within 60 days, would the item come back before the Council. Mr. Christensen advised it would.

Ms. Robbins clarified if it would be best for the Council to table the item until April 7<sup>th</sup> or April 21<sup>st</sup> meeting to address the resolution to condemn. In the meantime, the Council can make a motion for a waiver so permits may be obtained. Mr. Christensen replied there would need to be two motions. One granting the permits and another to table for a desired date.

Councilwoman Welch questioned Mr. Christensen if this item is tabled, and a waiver is granted for permits, that he would sit down with Mr. Hurlbutt to discuss the items which need to be fixed. This will ensure he does not need to come back to City Council. Mr. Christensen replied that is correct.

**Motion** was made by Shannon, seconded by Stinson, to table the Show Cause Hearing until April 21, 2020 on the proposed Condemnation of the structure(s) at 1406 Warren Street, Bellevue, 68005 and Resolution No. 2020-10: Condemning the structure(s) located at 1406 Warren Street, Bellevue, 68005.

Councilman Cook questioned Mr. Hurlbutt if 60 days allows him time. Mr. Hurlbutt stated yes.

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, February 4, 2020, Page 5

**Motion** was made by Shannon, seconded by Stinson, to approve the issuance of permits, by the City of Bellevue on the property at 1406 Warren Street, Bellevue, 68005. 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 1503 Galvin Road S., (Bays 4 through 7), Bellevue, 68005 (Chief Building Inspector)**

Councilman Shannon recused himself at 6:52 p.m., as he is the property owner.

Mr. Mike Christensen, Chief Building provided a video of the property at 1503 Galvin Road S. He explained the structure sustained foundation failure on May 28, 2019. There is debris stacked out front of the property. A temporary demolition permit was granted at the time of the incident to relieve some pressure on the building to try to keep it from collapsing. It has been eight months since the occurrence. There is a daycare located approximately 100 feet in front of the property. There is still air conditioners and rebar in the parking lot. The concern is with the general area of the neighborhood which has families and kids. Some of the fencing is falling down and there are holes in the cyclone fence, allowing people to crawl through and get into the structure.

Mayor Hike questioned if the roofing fell in when this happened. Mr. Christensen stated the foundation wall, which serves as a retaining wall, had a hydration problem in the back. It blew in the foundation wall. This caused the building to shift forward and the front wall is about four inches out of plum and four feet. He advised at this point he would like to see this cleaned up to remove the hazard.

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.

Mr. Shannon signed in and stated his name and address.

Ms. Bree Robbins advised she received an email from Mr. Matt Saathoff, Mr. Shannon's attorney. The email was distributed to all Council Members prior to the meeting. The Associate Attorney is present tonight.

Mr. Donald Loudner III, was present as the Associate Attorney for Saathoff Law Group. He explained the law firm was just recently retained on this matter.

Mr. Shannon advised an email was sent to everyone outlining the background on the property. He provided a picture of the property which was displayed on the monitors. He explained the property is four buildings, as it is a shopping center property. He stated he purchased the property in 2016. The building was gutted and rebuilt. Mr. Shannon explained the picture he provided. He indicated the curbs are broken up from the view of Brent Village Apartment Road, which is a private road. The apartments snow plow knocked out the curbs. When that happened all the water from the apartment building came down the hill, forming a hole, funneling water into the hill, and saturating the ground. May 27 and May 28<sup>th</sup> the area experienced torrential rain and all the rain went into the hole, running into the back of the building. The apartments tree also fell and hit the building. It is believed at that point the wall cracked. The retaining wall belonging to the apartments collapsed and gave way. The timbers from the wall went through the building. The supports in the back wall collapsed, causing the roof to collapse. After this situation occurred, money was spent on a demolition. Structural supports were provided inside to hold the rafters up. The HVAC units were removed to take weight off the roof. The roof and the decking were peeled back, to take weight off, so the rafters can sit there and hold the two walls. If the building were to be pulled out the hill will collapse and the apartments will lose the road. Bids were taken in December on the demolition. People are afraid to take the building out because the hill and road are going to collapse. Mr. Shannon advised the apartments may lose an entire row of a garages and he may lose the second building in the shopping center. He stated he cannot pull the wall out until the apartment complex fixes the curbs, stops the water from running, and fixes the retaining wall to hold the hill up. He stated the demolition contractors met with the City and stated a scope of work in writing was needed. On January 15<sup>th</sup> there was a meeting with the City. This meeting included contractors, Mr. Christensen and Mr. Ristow. Contractors expressed their concerns with pulling out the walls. If the roof is taken off there is no way to support the walls. If the walls are removed the hill will collapse. If dirt was put in the building to support the walls, a river of mud would go down Galvin Road if it rains or snows. The only way to move forward is if the City were to issue a letter to the apartment complex instructing them to fix the retaining wall and curbs. Mr. Shannon advised he needs to be in construction in the next 60-90 days.

Councilman Stinson questioned Mr. Shannon how the apartment complex is supposed to fix the wall, with his building so close to it. Mr. Shannon stated they will have to get construction equipment in there and drudge it out.

Mr. Loudner explained the law firm has reached out to a couple of professional engineers. They are trying to retain one to do a survey of the area and to issue a report. The report would provide an understanding of what the next steps would be. The situation does not just involve runoff, but it is the leading cause of damage. It needs to be determined if the building is salvageable. Mr. Loudner requested this item to be tabled for at least a month so an engineer can be retained. If the City is to move forward with the demolition, there would be spoilage of evidence.

Councilman Cook questioned Mr. Loudner if an engineer has looked at the property, and are they in

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 6

agreement with the statements provided by Mr. Shannon. Mr. Loudner replied it is his understanding Mr. Shannon had been in prior contact with engineers. He stated Saathoff Law Group was just recently retained.

Councilman Cook referred to the email the Council Members received prior to the meeting from the law firm. In reading the email, it seems Mr. Shannon is waiting on insurance. His concern is why a professional engineer wasn't hired back in May to provide a report. Mr. Loudner explained Mr. Shannon contacted the Public Adjusting Firm shortly after the incident occurred. He believes the initial determination from the insurance company was there was no coverage regarding the damage. If that is the case, the neighboring property is looked at, along with their negligence. Councilman Cook commented professionals should have been brought in back in May to make a professional opinion. Mr. Shannon stated the accident happened, and emergency issues needed to be addressed. The insurance company visited the property in July and stated there was no coverage. Therefore, the Public Adjuster was brought in to look at the property. In the meantime, the asbestos inspection from the state was done to begin demo as soon as possible. When trying to get the demo permit, it was found out that Black Hills had to get to the gas manifold out of the way. It took Black Hills over two months to get this done, which was in the first week of December. Mr. Shannon commented he then went immediately out for bids. It was then the demolition contractors who came back and said it couldn't be done. This led to the January 15<sup>th</sup> meeting with the City where the contractors voiced their concerns, which then led to this meeting.

Councilman Cook questioned if the City is or has sent any letters to the owners of the apartment complex. Mr. Christensen explained the storm water conveyance system is considered private. On a private system, the apartment complex is to maintain. The only way the City would get involved is if the system interferes with the City's Public Works storm water system. It is not interfering at this time. At the time this property was built there was no post storm water ordinance in place. The City now has an ordinance in place requiring the properties to maintain their storm water systems. Mr. Roberts commented this ordinance was effective in 2005.

Councilman Cook inquire if anyone in the City has contacted the apartment complex to question how they intend to resolve the damage on their property. Mr. Christensen stated he went with Mr. Shannon on May 28<sup>th</sup> to the apartment complex and visited with the apartment manager's office at the apartment manager. Mr. Shannon advised the Lund Company managed the company at that time, and has since quit. Recently the new owners were found with an address in Florida.

Ms. Robbins questioned if the apartment complex has been contacted after May 28<sup>th</sup> regarding the retaining wall. Mr. Loudner stated his firm has not had the opportunity to do so. Discussion followed.

Ms. Robbins advised this is a civil issue between Mr. Shannon's property and the apartment complex regarding the retaining wall and any liability issues.

Ms. Robbins questioned Mr. Loudner if he disagrees or disputes the property, as it sits today, as being a public nuisance and a hazard under City Code. Mr. Loudner stated he has not had an opportunity to visit the property, as the firm was recently retained. He stated he would be happy to take steps to secure the property and alleviate the concerns Mr. Christensen has.

Ms. Robbins requested clarification from Mr. Christensen there was a meeting January 15, 2020. Mr. Christensen replied correct. Ms. Robbins clarified he was present, Community Development Director Mr. Mark, Elbert, and Mr. Jim Ristow, City Administrator were also present. Mr. Christensen correct. Ms. Robbins questioned who else was present. Mr. Christensen replied four demolition contractors. Ms. Robbins questioned if Mr. Shannon was present. Mr. Christensen replied he was. Ms. Robbins requested a summary of the discussion which occurred at the meeting. Mr. Christensen stated an approach to demolish the portion of the building that has been damaged into two phases. One phase would be to alleviate the pressure on the wall, along with removal of the roof and the walls. This would secure the wall temporarily, until phase two can take place. Ms. Robbins questioned if the contractors were on board with the two phases. Mr. Christensen stated at the end of the meeting, he felt they were on board. Ms. Robbins stated there was conversation on a scope of work letter from the City. She questioned Mr. Christensen on his understanding of this letter. Mr. Christen advised the letter was not mentioned in the meeting.

Mr. Christensen advised at this point, all the disconnects to the building have been done. This was done for the emergency demolition, to try to relieve some of the pressure. As it sits, it is in a position to be demolished the rest of the way down. It will be up to Mr. Shannon to secure an engineer on how they want to approach this. If the resolution is passed, and it gets to a point the City were to get involved, the City would get an engineer involved. Ms. Robbins questioned Mr. Christensen if he feels the building is safe and secure as it currently sits. He replied he does not. He mentioned areas children get into the property which is dangerous, and the property is a public nuisance.

Councilman Burns questioned Mr. Loudner if he has yet to contact an engineer. Mr. Loudner replied they have contacted one but have not retained one. He believes contact was made on Friday; the same day Mr. Shannon spoke to Mr. Saathoff. Councilman Burns verified that was Friday, January 31<sup>st</sup>. Mr. Loudner replied yes.

Councilman Burns asked Mr. Christensen when something like this happens, when does the City contact an engineer to bring into the process. Mr. Christensen stated this is a unique situation since the foundation serves as the retaining wall also. The concern is the embankment and securing the embankment as you proceed. It would be wise to involve an engineer and go under the engineer's guidelines on how to

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 7

approach it. The City is not in a position to demo the property. Should a resolution be passed, the City will seek an engineer if it comes to that point. Councilman Burns requested clarification if an engineer would be consulted by the City prior to the demolition. Mr. Christensen replied yes. Councilman confirmed the engineer would also be consulted before speaking to contractors. Mr. Christensen replied yes.

Councilman Burns requested clarification on the number of contractors brought into the process. Mr. Shannon replied six or seven contractors. Councilman Burns questioned why an engineer wasn't contacted prior to the contractors after the incident occurred on May 28, 2019. Mr. Loudner advised the four contractors Mr. Shannon mentioned meeting with earlier, was in reference to the demolition contractors at the January 15<sup>th</sup> meeting. The demolition contractors came to air their concerns to the City in regards to taking the structure down. If the building were to be demolished a professional engineer would need to be retained. He explained engineers were involved when the Public Adjuster was involved. He stated they have their own engineers. He believes those reports contain statements, which did not point to the adjacent property, as cause for the damage. Therefore, the liability issue is in dispute and the firm is trying to retain an engineer.

Councilman Burns questioned again if the insurance company had engineers in the beginning, why didn't Mr. Shannon contact an engineer. Ms. Robbins explained Councilman Burns question is why an engineer wasn't not obtained early on by Mr. Shannon for insurance liability purposes. Mr. Loudner explained his firm was not involved until Friday. He is unsure why an engineer wasn't obtained.

Councilman Burns requested clarification if the entire structure needs to come down in the demolition. Mr. Christensen explained when the incident occurred May 28<sup>th</sup>, the building contained seven bays. Four of the bays are inhabitable. Three bays on the south side remained intact and are habitable. He explained the damage portion of the building could be removed. It is up to the owner if he wants to only demolish the portion of the building that is uninhabitable and save the three habitable bays. Mr. Christensen explained his view is to remove the hazard and public nuisance which is bays one through seven.

Ms. Robbin questioned if the City Council passes the resolution this evening, can Mr. Shannon still obtain an engineer. Mr. Christensen replied yes and the resolution can be extended for a short time. He stated he would like to see the property secured. Ms. Robbins confirmed currently the resolution states March 4<sup>th</sup>, which is approximately 30 days. Potentially the resolution could be extended 45 - 60 days. Mr. Christensen advised it could be extended 60 days. In that time frame, an engineer should be involved and provide guidelines on the most feasible way to remove the structure and retain the embankment.

Ms. Robbins verified a letter was sent to the Clerk approximately seven months ago, and the property remains a public nuisance. Mr. Christensen stated yes.

Mayor Hike stated Mr. Shannon mentioned in December he had a lawsuit against the apartments. However, the lawyer present was just hired four days ago. Mayor Hike questioned Mr. Shannon if there was another law suit. Mr. Shannon advised at that time he was trying to hire another law firm to get the law suit filed. This didn't happen, so he had to start over again. There is no active law suit at this time.

Mayor Hike commented if the insurance company stepped up and paid this would have been taken care of. He stated this property is hazardous, huge liability, and a public nuisance.

Councilwoman Welch questioned Mr. Shannon what his plan is with the property. Mr. Shannon advised he needs to wait to hear from the construction engineer if any of the property is salvageable. It will also depend on what the apartment complex does with the retaining wall.

Ms. Robbins questioned Mr. Shannon if he ever received a formal report from the Public Adjuster. Mr. Shannon stated he has not.

Councilwoman Welch questioned Mr. Christensen what his recommendation on the property is. Mr. Christensen stated he would like to see the owner of the property take care of the property. He would like to see him secure an engineer about how to precede with the wall. It is up to the owner if he wants to replace the building. If the building isn't going to be replaced something like a keystone wall could be put in. Councilwoman Welch clarified by having the resolution the situation is forced to happen at a quicker place. Mr. Christensen replied yes.

Mr. Shannon stated if the Council approves the resolution tonight, permits cannot be pulled without Council approval.

Councilman Burns questioned Ms. Robbins if the resolution could be approved and allow Mr. Christensen to issue permits. Ms. Robbins stated the resolution could be approved for 30 days, or it can be extended. This would allow the opportunity to retain engineer and get a report. This would allow them to find out if they need permits, and it then could come before Council. Mr. Christensen stated the demo permit is included in the resolution. If the applicant chooses to repair the property, he would need to come back before Council.

Mr. Shannon requested an extension of 60 days.

Mayor Hike questioned what was needed to keep the property secure. Mr. Christensen stated a better secure fence and plywood placed at the top. The front side has debris in the parking lot that should be cleaned up and secured. Discussion occurred on how to secure the area. Ms. Robbins questioned Mr.

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 8

Shannon if he is able to secure the area. Mr. Shannon replied he cannot get behind the building because the property belongs to the apartment complex. He mentioned the City can talk to the apartment manager about securing the back area.

Councilwoman Welch questioned when the meeting was held with City officials and the four contractors, did the contractors give recommendations on what needs to happen. Mr. Shannon replied they expressed their concerns on taking the building down. They had questions on what exactly the City wanted them to bid on. Councilwoman Welch inquired at the end of the meeting were they contractors clear on what they needed to bid on and were bids received back. Mr. Shannon informed Councilwoman Welch the contractors are waiting on the City to issue a scope of work. There is too much liability to touch this. Ms. Robbins mentioned it is her understanding the scope of work was discussed in the meeting. The City will not be responsible for doing a scope of work letter. She disagreed this is on the City. Mr. Ristow commented a scope of work was never requested. This is a two-phase project. The first is to secure the area and the second to was the retaining wall. Mr. Ristow stated the bid is irrelevant until an engineer provides what to do. Mr. Shannon replied he also needs the apartments to fix their retaining wall.

Ms. Robbins referred back to the securing of the building. She questioned Mr. Shannon if he would be able to contact the apartment complex to discuss securing the back area of the building. Mr. Shannon explained he has tried to reach the new management company; however, he has not gotten a response.

Ms. Robbins stated the biggest concern is securing the building from a liability standpoint. Mr. Shannon commented the City should express their concern to the apartment owners. Mr. Ristow advised Mr. Shannon his legal representative should send a letter to the apartment complex requesting access to the area. Mr. Loudner replied they can put the apartment complex on notice.

Mr. Loudner mentioned with trying to obtain a professional engineers report, they are requesting this item is tabled for 60 days to obtain this.

Ms. Robbins mentioned the Council could make a motion to table the item for 30-60 days. A motion could also be made to approve the resolution and extend it from 30 days to 45 or 60 days. If the resolution is passed tonight, the applicant can still retain an engineer.

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.

Mayor Hike requested Mr. Shannon to leave the room so the Council could vote. Mr. Shannon left the Council Chambers at 7:45 p.m.

Councilman Cook stated he is not sure if the best way is to table this item for 30 days or approve the resolution and give them 60 days. Ms. Robbins advised either could be done under the code. The item can be tabled for 30 days and come back to City Council for a status update. The other option is to pass the resolution and give them 30 or 60 days, allowing time to get the engineer report. After the 60 days the City would move forward if the property is not demolished. Discussion followed.

## **Resolution No. 2020-11: Condemning the structure(s) located at 1503 Galvin Road S. (Bays 4 through 7), Bellevue, 68005.**

**Motion** made by Burns, seconded by Cook to approve Resolution No. 2020-11: Condemning the structure(s) located at 1503 Galvin Road S. (Bays 4 through 7), Bellevue, 68005.

**Motion** was made by Cook, seconded by Stinson, to amend by extending the resolution to 60 days or April 7, 2020, securing the property within two weeks according the City's rules and regulations, and approved by the Chief Building Official.

Ms. Robbins questioned Councilwoman Welch if she can be unbiased and impartial to making this vote. Councilwoman Welch replied she believes she can. Ms. Robbins questioned if she can make her decision based off of the evidence presented. Councilwoman Welch replied yes, she can.

Councilman Burns stated he does not think there should be any extension based on the discussion and the fact an engineer has not been consulted. He advised the structure is unsafe and needs to be condemned. He has concerns with this building being located by a daycare. He feels the Council should stay firm and move forward with the process.

Councilman Burns requested clarification on the motion made by Councilman Cook. Ms. Robbins advised if the resolution is approved as presented, it has until March 4<sup>th</sup>. If there is a vote on Councilman Cook's amendment, this would allow for 60 days. A vote against the amendment, the resolution would be for 30 days. Conversation ensued on this topic.

Councilman Cook advised he would like to withdrawal his amendment and make another amendment.

**Motion** was made by Cook to amend instead of 30 days, to extending the resolution to 60 days to April 7, 2020, within two weeks the property and building would need to properly secured around the building, and within the two weeks material and debris must be removed from the parking lot.

Due to lack of a second, motion failed.

# MINUTE RECORD

Bellevue City Council Meeting, February 4, 2020, Page 9

**Motion** was made by Cook, instead of 30 days, to extending the resolution to 60 days to April 7, 2020, within two weeks the property and building would need to properly secured according to the Chief Building Official.

Due to lack of a second, motion failed.

**Motion** was made by Welch, seconded by Burns, to amend Resolution No. 2020-11: Condemning the structure(s) located at 1503 Galvin Road S. (Bays 4 through 7), Bellevue, 98005, to leave the resolution at 30 days and the property to be secured according to the Chief Building Official within the next two weeks. Roll call vote on the motion was as follows: Stinson, Cook, Burns, and Welch voted yes; voting no: none; absent: Preister; abstain: Shannon. Motion carried.

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

Councilman Shannon returned to the Council Chambers at 8:04 p.m.

**Approve the request to extend the Final Plat approval for 30 days for Belle Lago Replat 1. Applicant: E & A Consulting Group Inc. (Planning Manager)**

**Motion** was made by Welch, seconded by Stinson, to approve the request to extend the Final Plat approval for 30 days for Belle Lago Replat 1. Applicant: E & A Consulting Group Inc. 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. 2020-12: Designating the annual "Ride of Silence" as a special event and authorize the Mayor to sign. (City Clerk)**

**Motion** was made by Burns, seconded by Welch, to approve Resolution No. 2020-12: Designating the annual "Ride of Silence" as a special event and authorize the Mayor to sign.

Mayor Hike questioned if there is a date for the Ride of Silence. Ms. Robbins advised she has the revised resolution which includes the date May 20, 2020. Mrs. Susan Kluthe, City Clerk, confirmed this is the correct date. She explained everyone should have a copy of the revised resolution in front of them.

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 the sprinkler compensation for the 36th Street Improvement Project, in an amount not to exceed \$3,489.46. (Public Works Director)**

**Motion** made by Cook, seconded by Burns, to approve the sprinkler compensation for the 36th Street Improvement Project, in an amount not to exceed \$3,489.46. 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 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)**

**Motion** made by Burns, seconded by Cook, to 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. 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 CDBG subrecipient agreement with Heartland Family Service, in an amount not to exceed \$15,000 for the Housing Navigator Program (CDBG Specialist/Finance Director)**

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

**Motion** made by Burns, seconded by Stinson, to 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. 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, February 4, 2020, Page 10

**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)**

**Motion** made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the CDBG subrecipient agreement with agreement with the Housing Foundation of Sarpy County, in an amount not to exceed \$10,000 for the Capacity Building and Development Program. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

**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)**

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

## **ADMINISTRATION REPORTS:**

Mayor Hike asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no 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 Burns, the meeting adjourned at 8:12 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

  
Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 4, 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 Special Joint Meeting, February 4, 2020, Page 1

A special joint meeting of the Mayor and Council of the City of Bellevue and Bellevue Bridge Commission was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 4<sup>th</sup> day of February, 2020, at 5:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, and Thomas Burns. Absent: Don Preister and Kathy Welch.

Notice of this meeting was given in advance thereof by 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. 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.

## **Open Meetings Act**

Mayor Hike announced a copy of the Open Meetings Act is posted in the back of 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, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Councilwoman Kathy Welch arrived at 5:09 p.m.

## **Presentation and Discussion on the Bridge Study as Prepared**

Mr. Greg Youell, Executive Director with MAPA, was present stating MAPA worked with the Bridge Commission to help coordinate the study. He also introduced Mr. Mark Meisinger, Project Manager, with Felsburg Holt and Ullevig, who will be presenting the study and Court Barber, who is the Project Manager with MAPA. He then turned it over to Mr. Meisinger for the presentation. Mr. Meisinger stated this project started back in July of 2018 and walked through the timeline to date. He stated he was going to talk about the purpose of the project, what they looked at and some of the findings. The existing conditions of the bridge were looked at and they determined there is approximately 20 – 25 years of life left on the bridge before it needs some major reconditioning. He also went over the Environmental Review and the traffic volume currently using the bridge & some of other existing facilities in the area. He stated they expect to see some growth and determined the bridge to still be viable to Bellevue and the region. The next step they took was to go over some alternatives for the bridge. After discussing the alternatives for the bridge, they also looked at funding sources and on the justification of the costs on a project like this.

Discussion ensued.

Mr. Youell stated he thinks this is the start of the conversation, now that we have the study and the figures. He said moving forward from here there will be more meetings and conversations with several entities for funding and so on.

## **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Stinson, at 5:56 p.m. the meeting adjourned.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 4, 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.

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City Clerk

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 1

### MAYOR

CENTURY LINK	MONTHLY SERVICE-2020-1-22	14.08
ICSC CONFERENCE	CPS-ICSC-NY MEMBERSHIP DUES-HIKE	135.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2020 MIDWINTER LEAGUE CONFERENCE	377.00
PEPPERJAX DINING	CPS-LUNCH W/DAILY RECORD EXECUTIVES	45.92
		<hr/>
		\$ 572.00

### CITY ADMINISTRATOR

ALL MAKES OFFICE EQUIPMENT CO	FURNITURE	2,697.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	142.44
CENTURY LINK	MONTHLY SERVICE-2020-1-22	27.24
ICSC CONFERENCE	CPS-ICSC-MEMBERSHIP DUES-RISTOW, ELBERT	405.00
INDOFF	OFFICE SUPPLIES	61.27
LEAGUE OF NEBRASKA MUNICIPALITIES	2020 MIDWINTER LEAGUE CONFERENCE	377.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	42.86
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	73.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	82.08
		<hr/>
		\$ 3,908.12

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-JAN 2020	83.55
		<hr/>
		\$ 83.55

### LEGAL SERVICES

CENTURY LINK	MONTHLY SERVICE-2020-1-22	27.70
CROKER, HUCK, KASHER, DeWITT	SID 197-LEGAL FEES	196.00
JAMES E NASH	ARBITRATION FEE	6,657.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2020 MIDWINTER LEAGUE CONFERENCE	754.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	26.69
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	39.67
		<hr/>
		\$ 7,701.06

### CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2020-1-22	9.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	23.55
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	30.36
		<hr/>
		\$ 63.29

### CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	73.28
CENTURY LINK	MONTHLY SERVICE-2020-1-22	14.08
INDOFF	OFFICE SUPPLIES	15.95
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	22.29
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	28.53
UNIVERSITY OF NEBRASKA AT OMAHA	CPS-CLERK TRAINING-HARBIN	393.00
		<hr/>
		\$ 547.13

### FINANCE/RISK MANAAGEMENT

BELLEVUE PRINTING COMPANY	ENVELOPES	363.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	64.54
CENTURY LINK	MONTHLY SERVICE-2020-1-22	68.21
INDOFF	OFFICE SUPPLIES	729.80
INFOSAFE SHREDDING	SHREDDING SERVICE	60.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2020 MIDWINTER LEAGUE CONFERENCE	377.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	68.22
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	105.89
NEOFUNDS BY NEOPOST	REFILL POSTAGE	3,000.00
		<hr/>
		\$ 4,836.66

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 2

### LIBRARY

CANTH AWARDS	BAGS	150.00
CENTURY LINK	MONTHLY SERVICE-2020-1-22	46.92
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	107.39
INGRAM LIBRARY SERVICES	BOOKS	2,118.09
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	11.74
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	75.74
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	92.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	1,701.00
RUFF WATERS	AQUARIUM MAINTENANCE	166.91
SCHOOL OUTFITTERS	SUPPLIES	47.51
SUNSHINE YOGA	PROGRAM SUPPLIES	210.63
VALUE LINE	ANNUAL RENEWAL	1,142.00
		<hr/>
		\$ 5,870.33

### ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	CPS-GIFTS FOR EMPLOYEES APPRECIATION	26.74
CENTURY LINK	MONTHLY SERVICE-2020-1-22	65.58
INDUSTRIAL ORGANIZATIONAL SOLUTIONS,	BATTALION CHIEF EXAMINATION	5,905.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2020 MIDWINTER LEAGUE CONFERENCE	377.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	132.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	91.37
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	112.40
ONE SOURCE	BACKGROUND CHECKS	22.00
SPARTAN NASH STORES, LLC	CPS-SUPPLIES FOR EMPLOYEES APPRECIATION	16.31
SWENSEN & ASSOCIATES	BATTALION CHIEF PROMO PROCESS	9,811.00
ULTIMATE SOFTWARE GROUP, INC	SHIPPING	5.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	1,996.37
		<hr/>
		\$ 18,561.16

### PUBLIC WORKS

CAPITAL BUSINESS SYSTEMS, INC	MOVE COPIER TO NEW BUILDING	250.00
CENTURY LINK	MONTHLY SERVICE-2020-1-22	56.31
HGM ASSOCIATES INC	PROGRESS BILLING-BRIDGE INSPECTIONS	1,882.71
INFINITY CPA GROUP, LLC	SID 180-PREPARATION OF 1096 AND 1099'S	75.00
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
JENSEN WELL COMPANY	NEW WELL-TOLL BRIDGE	6,705.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	122.26
MENARDS	OFFICE SUPPLIES	89.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	57.15
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	86.32
MIDLANDS PRINTING	BUSINESS CARDS-ROBERTS	111.95
ONE CALL CONCEPTS	LOCATES-JAN 2020	378.04
SECRETARY OF STATE-NOTARY DIVISION	NOTARY FEE	30.00
SUPERIOR LIGHT AND SIGN MAINTENANCE CO	NEW TRANSFORMER-SIEGLER FIELD	7,600.00
THE ASSESSMENT GROUP, INC	MOLD ASSESSMENT	600.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	112.69
		<hr/>
		\$ 18,276.43

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
BRIAN HALE	REIMB FOR PARKING FEE FOR TRAINING	10.00
CARHARTT, INC	UNIFORM PER CONTRACT	90.99
CENTURY LINK	MONTHLY SERVICE-2020-1-22	42.23
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	363.42
DULTMEIER SALES LLC	DEGREASER	84.00
GERALD KLUTHE	REIMB FOR CDL LICENSE	63.50
HOTSY EQUIPMENT CO	NEW PRESSURE WASHER	8,681.42

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 3

### PARKS (cont'd)

MENARDS	LIGHT BULBS	39.99
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	86.04
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	97.02
NEBRASKA ARBORISTS ASSOCIATION	CPS-GREAT PLAINS CONFERENCE-3 EMP	585.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	4,785.07
PLATTEVIEW TURF, INC	SID 197-SNOW REMOVAL	2,600.00
PRECISE MRM LLC	POOLED DATA	225.00
STATE STEEL	HOT ROLLED FLAT	147.72
TERRY HUGHES TREE SERVICE	TREE REMOVAL-CEMETERY	5,875.00
TY'S OUTDOOR POWER & SERVICE	FLANGE NUTS, MACHINE SCREWS, LATCH DOOR	100.86
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	2,957.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WALMART COMMUNITY	CPS-OFFICE SUPPLIES	26.91
WESTLAKE ACE HARDWARE	SUPPLIES	30.00
		<b>\$ 27,236.59</b>

### RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	30.46
CENTURY LINK	MONTHLY SERVICE-2020-1-22	59.28
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	88.39
DILLONS CUSTOMER CHARGES	CONCESSIONS SUPPLIES	49.95
INDOFF	OFFICE SUPPLIES	14.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	25.12
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	32.61
NEBRASKA RECREATION & PARK ASSOCIATION	CPS-MEMBERSHIP DUES-SHADA	60.00
SUPERIOR LIGHT AND SIGN MAINTENANCE CO	INSTALL NEW SCOREBOARD-BALDWIN	8,000.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	99.85
USA TRACK & FIELD	CPS-MEMBERSHIP DUES-SHADA	65.00
		<b>\$ 8,525.05</b>

### BUILDING MAINTENANCE

ANDERSON ELECTRIC SALES & SERVICE	FREE-ALL CANS	18.00
BIG RED LOCKSMITHS	KEY TAGS, KEYS	30.75
CARPENTER PAPER CO	JANITORIAL SUPPLIES	399.54
CENTURY LINK	MONTHLY SERVICE-2020-1-22	4.69
FILTER SHOP	FILTERS	132.12
IDEAL PURE WATER COMPANY	BOTTLED WATER	47.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	98.57
JOHNSON HARDWARE COMPANY	CHANGE KEY STRUCTURE AND LOCKS	1,075.00
KB BUILDING SERVICES	JANITORIAL SERVICES-FEB 2020	10,708.50
MENARDS	TOOLS, SUPPLIES, PAINT, TOOLS	984.67
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	62.49
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	72.92
NAPA AUTO PARTS	BELT	12.51
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	455.92
OMAHA DOOR & WINDOW COMPANY	INSTALL NEW DOOR-DIST 4	1,584.72
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	1,758.11
OVERHEAD DOOR COMPANY	CANS SPRAY LUBE, RESET CABLE, NEW REMOTE	234.00
SECURITY EQUIPMENT	SECURITY MONITORING	2,448.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	491.30
TRICO MECHANICAL SERVICES	AC MAINTENANCE-DIST 4	1,151.00
WESTLAKE ACE HARDWARE	LIGHT BULBS, CLEANING SUPPLIES, BATTERIES	89.52
		<b>\$ 21,859.33</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 4

<b>CEMETERY</b>		
CENTURY LINK	MONTHLY SERVICE-2020-1-22	4.69
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	83.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	18.06
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	22.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	869.63
PULVERENTE MONUMENT COMPANY, LLC	BRICK	20.00
THE SCHEMMER ASSOCIATES	PROFESSIONAL SERVICES-CEMETERY LAYOUT	2,463.75
		<b>\$ 3,481.94</b>
<b>STREETS</b>		
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-CAPEHART RD IMP	6,477.30
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-2020 RESURFACING	1,564.40
CARHARTT, INC	CPS-UNIFORM PER CONTRACT	153.75
CENTURY LINK	MONTHLY SERVICE-2020-1-22	42.23
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	274.17
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	60.00
INDEPENDENT SALT CO	ICE CONTROL SALT	1,677.50
JIMMY L STEINBACH	REIMBURSE FOR CDL LICENSE	65.50
KEN LEWIS	ACQUISITION CONTRACT SPRINKLER REPAIR	228.99
LOGAN CONTRACTORS SUPPLY	SHOVELS	110.08
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	16,457.37
MENARDS	POST MOUNT COMBO, HOSE. SUPPLIES	163.23
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	265.96
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	315.58
METRO LEASING	LEASE 8696-DUMP TRUCK	24,779.20
METRO LEASING	LEASE 8725-ASPHALT RECYCLER	3,804.06
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY	184.00
MICHAEL TODD & COMPANY	RED FLAG MATERIAL	129.10
MIDWEST SALES & SERVICE CO	GALVANIZED POSTS, U-CHANNELS	8,635.00
MNJ TECHNOLOGIES PUBLIC SECTOR	ENTERPRISE LICENSE AND SUPPORT	464.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	CITY'S SHARE OF DESIGN SURVEY	176,801.62
OLSSON ASSOCIATES	FINAL DESIGN 36TH ST	20,500.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	13,495.46
OMNI	2019 OVERLAY PROJECT	110,525.62
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE TRAINING-7 EMP	560.00
PRECISE MRM LLC	POOLED DATA	645.00
SARPY CO REGISTER OF DEEDS	EASEMENT RECORDINGS, WAIVERS	202.00
SARPY COUNTY CLERK	ROW CONDEMNATION	12,290.00
UPS STORE	FREIGHT TO RETURN RADAR FOR REPAIR	11.59
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	15,820.80
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	HOLDDOWN STRAP	14.94
		<b>\$ 416,731.87</b>
<b>FLEET MAINTENANCE</b>		
911 CUSTOM, LLC	SIREN BRACKET	205.32
A&L HYDRAULICS, INC	HOSE ASSEMBLY, HYD SNOW PLOW CYLINDER	915.26
AA WHEEL & TRUCK SUPPLY, INC	BREAKAWAY SWITCH, JACK	92.48
ALLIED OIL & TIRE COMPANY	OIL	2,184.14
ASPEN EQUIPMENT CO	PIVOT BAR KIT, JAW LATCHES	489.63
AUTO VALUE PARTS - SOUTH OMAHA	PIGTAIL, PINSTRIPE REMOVAL	62.13
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, EXHAUST PARTS, THREADLOCKER	1,349.11
BAUER BUILT	TIRES	2,095.80
BAUM HYDRAULICS CORP	SPREADER CHAIN FOR SNOW PLOWS	2,959.07
BAXTER CHRYSLER DODGE JEEP	COOLER, SLIM SEAL	392.08

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 5

### FLEET MAINTENANCE (cont'd)

BAXTER FORD	MIRROR, CYLINDER, ACCUMULATOR, BEARINGS, HOUSING	1,986.42
CAPE TRUCK ACCESSORIES	TOPPER STRIP	69.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	40.96
CARHARTT, INC	CPS-UNIFORM PER CONTRACT	264.30
CENTURY LINK	MONTHLY SERVICE-2020-1-22	32.85
CORNHUSKER INTERNATIONAL TRUCKS	HOSE, GASKET, BOLTS, MUFFLER	1,129.30
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	107.39
CUMMINS SALES AND SERVICE	CRANK CASE BREATHER	83.42
DIESEL SPECIALITIES OF OMAHA	CLEAN AND TEST INJECTOR PUMP	223.00
DILLON BROTHERS H-D BUELL	ENGINE AND BODY REPAIR-MOTORCYCLES	6,441.75
DULTMEIER SALES LLC	PUMP	464.00
EDWARDS CHEVROLET-CADILLAC	TRANSMISSION, MOTOR, HANDLE, ACTUATOR, SEALANT	697.90
FACTORY MOTOR PARTS CO	SPARK PLUGS, THERMOSTAT, TENSIONER, BELTS, ALTERNATOR	454.41
FARM PLAN	HEX NUTS, CYLINDER, CHAIN SPROCKETS, SHAFT	2,772.09
GALVIN GLASS	REPLACE REAR WINDOW AND WIPER MOTOR	547.58
GRAINGER	FACE SHIELDS	25.92
HENDERSON PRODUCTS, INC	AIR VALVES	200.17
HOSE & HANDLING, INC	HOSE ASSEMBLY	107.43
INDOFF	OFFICE SUPPLIES	81.48
INLAND TRUCK PARTS CO	STRAP KIT	9.67
INTERSTATE BATTERIES	BATTERIES	317.85
J & J SMALL ENGINE SERVICE	BRAKE LEVER	53.00
JONES AUTOMOTIVE	I/O BOARD FOR LIGHT BAR	199.04
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	19.75
KRIHA FLUID POWER CO	FITTINGS	63.55
LIONS AUTOMOTIVE, I NC	REPAIR SEAT CUSHION	185.00
MACQUEEN EQUIPMENT, LLC	CAB LATCHES, SHIMS, SPROCKETS	716.83
MATHESON TRI-GAS INC	TIP CUTTING, REPAIR TORCH	104.28
MENARDS	SHELVES FOR TOOL ROOM, BATTERIES, SUPPLIES	210.99
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	149.78
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	189.62
MICHAEL TODD & COMPANY	PIVOT PINS	65.08
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
MPH INDUSTRIES	RADAR REPAIR	258.86
NAPA AUTO PARTS	FITTINGS, TESTER, COOLING SYSTEM, FILTERS, WIRE, VALVES, TIRE HOIST, CLAMPS	2,271.74
NEBRASKA IOWA INDUSTRIAL FASTENERS	TAPER TAP, FLANGE LOCK NUTS, DRILL BITS, BOLTS	831.93
NMC EXCHANGE LLC	FILTER	39.16
OFFICE DEPOT	CPS-OFFICE SUPPLIES	8.78
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	1,205.82
O'REILLY AUTOMOTIVE PARTS	CONNECTOR PLATE	19.10
P&M HARDWARE	BELT, FILTERS, GREASE, SEALS	445.44
PAUL LUCHT & SONS	BODY REPAIR-ENG 21	8,666.27
POMP'S TIRE SERVICE, INC	TIRES	548.80
POWERPLAN	WINDOW, BUSHINGS, PINS	716.17
QUALITY TIRES, INC	TIRE	165.00
READING TRUCK EQUIPMENT	HYD MOTOR	251.20
ROGER'S TOWING	TOW CHARGE	80.00
SEAGRAVES FIRE APPARATUS, LLC	GAUGES, REMOTE CONTROL, CABLE, LENSES	1,743.50
SERVICE EXPRESS CO	GAUGES	627.27
STATE STEEL	HOT ROLLED ANGLE	154.32
SUFFOLK COUNTY BRAKE SERVICE	CPS-PARTS	120.20
SWAN ENGINEERING	TARP TIES, O-RINGS, WIPER	332.20
TITAN MACHINERY	OVERHAUL GASKET SET, PISTON	865.53
TOOL SHED	KEYLESS CHUCK, PIN SPANNER	130.84

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 6

### FLEET MAINTENANCE (cont'd)

TOYNE, INC	TOP MOUNT CONTROL, DASH LIGHTS, SIREN	785.11
TY'S OUTDOOR POWER & SERVICE	RIM	74.21
UPS STORE	FREIGHT TO SEND SIREN FOR REPAIR	14.03
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	449.33
VANNER, INC	REBUILD ON-BOARD CHARGER	336.19
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	88.40
WELDON PARTS INC	UNDERHOOD LIGHTS	246.30
WELLER TRUCK PARTS	DIFFERENTIAL	2,814.28
WESTLAKE ACE HARDWARE	SUPPLIES	9.17
		<hr/>
		\$ 53,127.98

### PLANNING

CENTURY LINK	MONTHLY SERVICE-2020-1-22	14.08
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	111.09
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	32.19
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	40.68
SUBURBAN NEWS ADV	NOTICE	30.60
		<hr/>
		\$ 228.64

### PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE-2020-1-22	23.46
COLORADO CHAPTER ICBO	CPS-REGISTRATION-CHRISTENSEN	824.00
FINISHED EDGE, INC	LIABILITY CLAIM AUTO	189.60
INDOFF	OFFICE SUPPLIES	13.59
JOHN COOK	ADVANCE FOR MEALS FOR TRAINING	242.25
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	214.88
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	67.20
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	87.10
MICHAEL SCHROEDER	ADVANCE FOR MEALS FOR TRAINING	242.25
SHELL SUPER STORE	CAR WASH	15.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	663.46
		<hr/>
		\$ 2,582.79

### POLICE/CODE ENFORCEMENT

88 TACTICAL GROUP INC	CPS-TRAINING REFUND-STUCK	(650.00)
ALL TRAFFIC SOLUTIONS	RADAR TRAILER SOFTWARE	600.00
AUTO BODY AUTHORITY	TOW CHARGES	440.00
BAYCOM, INC	HEADREST PRINTER MOUNT	574.00
BELLEVUE ANIMAL HOSPITAL	VET SERVICE	29.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-MAR 2020	1,200.00
BELLEVUE PRINTING COMPANY	RED TAGS, EVIDENCE RECEIPTS	655.46
BLACK BAG TECHNOLOGIES	CPS-RENEW LICENSE-HOWELL	1,635.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	158.63
CENTURY LINK	MONTHLY SERVICE-2020-1-22	429.60
CLERK OF THE WORKERS COMPENSATION	FILING FEE	15.00
COMPCHOICE OCCUPATIONAL HEALTH	TESTING FOR NEW OFFICERS	727.61
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	292.08
CORNHUSKER AUTO WASH	DETAIL CRUISER INTERIOR	105.00
CORPORATE PAYMENT SYSTEMS	CPS-OVERNIGHT CARD DELIVERY	20.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	83.39
FBI LEEDA	CPS-TRAINING REFUND-BRYL	(695.00)
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	350.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHIC FOR NEW VEHICLES	49.82
HALEY STRATEGIC PARTNERS, LLC	CPS-TRAINING-SPENCER	800.00
INFOSAFE SHREDDING	SHREDDING SERVICE	210.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	CPS-RENEW MEMBERSHIP-DARGY	190.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	109.76

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 7

### POLICE/CODE ENFORCEMENT (cont'd)

JOE MILOS	REIMB FOR FUEL FOR ASSISTANCE WITH TRAINING	146.26
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	431.03
MENARDS	DOOR SWEEP	30.48
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	886.86
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	1,677.46
METRO LEASING	LEASE 8734-CRUISERS	22,045.60
MICROSOFT STORE	CPS-MICROSOFT ONLINE	106.99
NEBRASKA STATE PATROL	CRIMINAL HISTORY RECORD CHECK	181.00
NORTHLAND BUSINESS SYSTEMS, INC	RENEW LICENSE, MAINTENANCE FOR RECORDERS	4,494.00
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE TRAINING-2 EMP	160.00
POWERDMS	RENEW LICENSE AND SUBSCRIPTION	4,179.77
PRIME COMMUNICATIONS, INC	UPDATE PUBLIC SAFETY SERVER	115.00
STRYKER SALES CORPORATION	AEDS SERVICE PLAN AGREEMENT	1,980.00
SUSTEEN	SECURE VIEW MAINTENANCE RENEWAL	1,995.00
THE CKT GROUP	CPS-TRAINING-JIMERSON	450.00
T-MOBILE USA, INC	CPS-SUBSCRIBER INFO-WARD, GPS LOCATES	492.00
U.S. CELLULAR	MONTHLY SERVICE-2020-1-10	118.60
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	12,196.94
VERIZON WIRELESS	MONTHLY SERVICE-2020-1-23	338.18
	<b>\$</b>	<b>59,354.52</b>

### FIRE & RESCUE

CENTURY LINK	MONTHLY SERVICE-2020-1-22	119.59
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	576.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	496.12
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	835.19
NORTHERN TOOL & EQUIPMENT	CPS-TOOLS	614.49
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	7,608.16
U.S. CELLULAR	MONTHLY SERVICE-2020-1-10	479.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	6,685.40
	<b>\$</b>	<b>17,423.25</b>

### NON-DEPARTMENTAL/CONTRACTS

AWERKAMP, GOODNIGHT, SCHWALLER & NELSON, P.C.	SID 265-PREPARATION OF FORM 1099'S	165.00
BENEFIT PLANS	CIV RET PLAN-TPA FEES OCT-DEC 2019	957.50
CENTURY LINK	MONTHLY SERVICE-2020-1-19	569.87
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	430.81
J P COOKE COMPANY	DOUBLE DESK HOLDERS, NAME PLATES	381.15
LENGEMANN & ASSOCIATES	SID'S YEAR END REPORTS	960.00
METRO AREA TRANSIT	MAT 2019-12-2087 MILES	4,577.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-2-4	58.59
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAR 2020	13,406.75
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
	<b>\$</b>	<b>21,631.67</b>

### INFORMATION TECHNOLOGY

GO.DADDY	CPS-EQUIPMENT	591.98
HOSTGATOR.COM	CPS-MONTHY DOMAIN MAINTENANCE	59.95
	<b>\$</b>	<b>651.93</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 18, 2020

PAGE 8

### WASTEWATER

CARHARTT, INC	CPS-UNIFORM PER CONTRACT	666.38
CENTURY LINK	MONTHLY SERVICE-2020-1-22	58.86
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-1-23	83.39
ELLIOTT EQUIPMENT CO	PIG TAILS, PINS, GAUGE	237.53
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	41.71
METLIFE GROUP BENEFITS	LIFE INSURANCE-FEB 2020	101.72
METLIFE GROUP BENEFITS	LTD INSURANCE-FEB 2020	122.18
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	55.21
MOTION INDUSTRIES	BEARINGS FOR TV VAN	65.76
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	2,819.06
U.S. CELLULAR	MONTHLY SERVICE-2020-1-10	252.62
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2020	1,548.08
		<u>\$ 6,052.50</u>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-28	100.16
		<u>\$ 100.16</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-DEC 2019	3,526.00
		<u>\$ 3,526.00</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2020-1-21	325.72
		<u>\$ 325.72</u>

### G.O. BONDS

FIRST NATIONAL BANK OF OMAHA - WEALTH MANAGEMENT	BOND PAYMENT-SID 280-FNBO	55,347.50
BOK FINANCIAL	PAYING AGENT FEE-BOND DTD 12/28/17	1,250.00
S&P GLOBAL RATINGS	SERVICES RENDERED-GO BONDS 2020	15,075.00
S&P GLOBAL RATINGS	SERVICES RENDERED-GO BONDS 2019A	25,875.00
UMB	SID 171-REFUNDING BOND DTD 9/1/14	45,983.75
		<u>\$ 143,531.25</u>

**TOTAL CLAIMS FOR FEB 18, 2020** **\$ 846,790.92**

**TOTAL PAYROLL FOR FEB 7, 2020** **\$ 1,300,497.58**

# City of Bellevue Nebraska

7a.  
2/18/2020

## Office of the Mayor PROCLAMATION

### MARCH PROBLEM GAMBLING AWARENESS MONTH

- WHEREAS,** there are individuals and families in our community adversely affected by problem gambling; and
- WHEREAS,** compulsive gambling is often hidden from family members, social services and mental health professionals; and
- WHEREAS,** compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and
- WHEREAS,** it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

**NOW, THEREFORE,** I, Mayor Rusty Hike, Mayor of Bellevue, Nebraska, do hereby proclaim March 2020, as “**Problem Gambling Awareness Month**” and urge citizens to learn more about the consequences of problem gambling and help available through the Nebraska Gamblers Assistance Program.



Rusty Hike  
Mayor

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a.  
2/18/2020

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. Rollins*  
*[Signature]*  
*[Signature]*

\*REVISED 10/2019

# CITY OF BELLEVUE, NEBRASKA

## EMPLOYEE HANDBOOK



Revised February 4, 2020

## TABLE OF CONTENTS

**\*Pagination will change with acceptance and approval of redlined changes**

### I. INTRODUCTION

A. Welcome .....	5
<u>B. Mission Statement.....</u>	<u>5</u>
<u>CB. Statutes, Collective Bargaining Agreements &amp; Individual Employee Contracts .....</u>	<u>5</u>
<u>DC. Management Rights .....</u>	<u>5</u>
<u>ED. Organization of City Administration .....</u>	<u>6</u>

### II. EMPLOYMENT POLICIES

A. At Will Employment .....	7
B. Immigration Law Compliance .....	7
C. Equal Employment Opportunity.....	7-8
D. Workplace Bullying .....	8
E. Harassment-Free Workplace .....	8-9
F. Workplace Violence .....	10
G. Harassment and Workplace Violence Complaint and Investigation Procedure.....	10-12
H. Disability Accommodation .....	12-14
I. Family and Medical Leave Act .....	14-18
J. HIPAA.....	18

### III. GENERAL POLICIES & PRACTICES

A. Conflict of Interest.....	19
B. Electronic Communications .....	19
C. Returning Telephone Calls .....	20
D. Introductory Period .....	20-21
E. Job Postings and Promotions .....	21
F. Upgrades .....	21
G. Media Policy .....	21
H. Nepotism .....	22
<u>I. Non-Fraternization.....</u>	<u>22</u>
<u>J. Lactation/Breastfeeding Policy .....</u>	<u>22</u>
<u>K. Outside Employment .....</u>	<u>22</u>
<u>L. Performance Management Policy .....</u>	<u>23</u>
<u>M. Confidentiality .....</u>	<u>23</u>
<u>N. Recordings .....</u>	<u>23</u>
<u>OM. Administration of Documents .....</u>	<u>23</u>

<del>PN</del> . Personnel Records .....	23
<del>QO</del> . Political Activity .....	24
<del>RP</del> . Reduction in Force .....	24
<del>SQ</del> . Separation from Employment .....	24
<del>TR</del> . Solicitation & Distribution .....	25
<del>US</del> . Travel Policy .....	25
<del>VT</del> . Smoke-Free Workplace .....	25
<del>WU</del> . Appearance/Dress Policy .....	25
<del>XV</del> . Retaliation .....	25
<del>YW</del> . Whistleblower .....	25-26
<del>ZX</del> . Grievance Procedure .....	26-27
<del>AAZ</del> . Press Release Policy .....	27

#### **IV. SAFETY & SECURITY POLICIES**

A. Cell Phones & PDAs .....	28
B. Physical Examinations .....	28
C. Drug and Alcohol Free Workplace .....	28-31
D. Modified Duty .....	31-32
E. City-Owned Vehicles .....	32-34
<del>F. Pet Policy</del> .....	

#### **V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES**

A. Code of Ethics .....	35
B. General Rules of Conduct .....	35
C. Conduct Standards & Work Rules .....	35-36
D. Discipline & Discharge .....	36-37

#### **VI. WAGES & HOURS OF WORK**

A. Attendance .....	38
B. Employee Classifications .....	38-39
C. Job Classification Plan .....	39-40
D. Flextime .....	40-41
E. Hours of Work, Breaks & Meals .....	41
F. Overtime & Compensatory Time .....	41-42
G. Compensation.....	42-43
H. Pay Periods, Pay Day & Pay Corrections .....	43-44
I. Timekeeping .....	44

#### **VII. BENEFITS**

A. Accidental Death & Dismemberment Insurance .....	45
B. Bereavement Leave .....	45
C. Dental Insurance .....	45
D. Disability Insurance .....	45
E. Employee Assistance Program .....	45-46

F. Health Insurance .....	46
G. Retirement Systems .....	46-47
H. Holidays .....	47
I. Jury Duty .....	47
J. Leave of Absence .....	48
K. Life Insurance .....	48
L. Military Leave .....	49
M. Sick Leave .....	49-51
N. Tuition/Certification Assistance .....	51
O. Vacation Leave .....	51-52
P. Voting .....	52
Q. Workers' Compensation .....	52
R. Benefit Continuation (COBRA) .....	53

## **VIII. APPENDIX**

A. Code of Ethics/Conflict of Interest Policy .....	54-58
B. Media Policy .....	59-63
C. Press Release Policy .....	64-65
D. Travel Expense Policy .....	66-72
E. Unclassified Employee Benefit Summary.....	73-78
<del>F. Mission Statement.....</del>	<del>79</del>

<b>RECEIPT .....</b>	<b>80</b>
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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. 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, r 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 Drugs<sup>1</sup> and Alcohol<sup>2</sup>.** 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 Drugs<sup>3</sup>.** 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.

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<sup>1</sup> "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.

<sup>2</sup> 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)).

<sup>3</sup> "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.

<sup>4</sup> "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 30<sup>th</sup> 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](http://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, 2019 Effective 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.

## 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<sup>ds</sup> 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 <sup>th</sup> year of employment	\$35.00 <del>per month</del>
Beginning of 11 <sup>th</sup> year of employment	\$75.00 <del>per month</del>
Beginning of 14 <sup>th</sup> year of employment	\$110.00 <del>per month</del>
Beginning of 17 <sup>th</sup> year of employment	\$150.00 <del>per month</del>
Beginning of 21 <sup>st</sup> year of employment	\$185.00 <del>per month</del>
Beginning of 25 <sup>th</sup> year of employment	\$255.00 <del>per month</del>

## **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 <sup>st</sup> 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.

	<b>Monthly Accrual</b>
Start of 1 <sup>st</sup> year of employment	8 hours
Beginning of 5 <sup>th</sup> year of employment	11.00 hours
Beginning of 10 <sup>th</sup> year of employment	14.33 hours
Beginning of 15 <sup>th</sup> year of employment	16.00 hours
Beginning of 20 <sup>th</sup> year of employment	17.66 hours
Beginning of 25 <sup>th</sup> 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 30<sup>th</sup> 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.

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Employee's Signature

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Date

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Employee's Printed Name

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Date

---

Supervisor's Signature

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Date

---

Supervisor's Printed Name

---

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*8b.  
2/18/2020

COUNCIL MEETING DATE: 02/18/2020	SUBMITTED BY: Ashley Decker	Human Resources 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 type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

The City and the BPMA entered in to a collective bargaining agreement effective October 1, 2017 - September 30, 2021. This MOU is agreed upon between the parties to rectify the omission of comp time language for non-exempt employees from the current BPMA collective bargaining agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: BPMA Collective Bargaining Agreement		
CONTRACT EFFECTIVE DATE: 10/01/2017	CONTRACT TERM:	CONTRACT END DATE: 09/30/2021
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 and ratify this MOU and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Memorandum of Understanding	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City") and the Bellevue Professional Management Association ("BPMA") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021 ("Agreement").

The City and the BPMA have identified an area of the Agreement that omits benefit details for the non-exempt job classifications covered under the Agreement. The parties agree that the current Agreement does not provide instructions for the application of comp time for non-exempt employees and therefore, enter into the following Memorandum of Understanding ("MOU") to correct the omission.

1. Unless otherwise agreed upon herein, this MOU is effective for the remaining term of the Agreement.
2. Article 10 (Overtime), Section 3 of the Agreement states: "Exempt employees shall earn one hour of compensatory time off for every one hour of time worked in excess of 40 hours per week, up to a maximum cumulative amount of 80 hours during the fiscal year. On September 30<sup>th</sup> of each year, Employees whose compensatory time off leave balance equals or exceeds 20 hours will not be eligible to earn additional comp time until they reduce their total compensatory time balance below 20 hours."
3. As written, Article 10 does not define a comp time benefit for non-exempt employees.
4. The parties agree that Article 10, Section 3 is amended to incorporate the following language:

"Non-exempt employees may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. Banked Comp time is not to exceed 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. The amount of Comp time desired to bank for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the end of the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination."

5. The parties hereby agree the addition of Comp time language for non-exempt employees as provided herein shall be effective as of the date of this MOU.

*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*

City of Bellevue, Nebraska

Bellevue Professional Management Association

By: \_\_\_\_\_  
Mayor Rusty Hike

By:  \_\_\_\_\_  
President

Approved by the Bellevue City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
2/18/2020

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. Rollins*  
*[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](mailto: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](mailto: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 14<sup>th</sup> 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

14a  
1-14-19

RESOLUTION NO. 2019- 01

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*

## Table of Contents

SECTION 1. PURPOSE AND APPLICABILITY.....	3
SECTION 2. DEFINITIONS.....	3
SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.....	7
SECTION 4. REQUIREMENTS ON PLACEMENT. ....	10
SECTION 5. GENERAL AESTHETIC REQUIREMENTS .....	13
SECTION 6. ELECTRICAL SUPPLY .....	14
SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS. ....	14
SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR.....	15
SECTION 9. INSTALLATION AND INSPECTIONS.....	16
SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.....	17
SECTION 11. GENERAL PROVISIONS.....	17
SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION .....	19
SECTION 13. DESIGN MANUAL - UPDATES.....	19

## **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

12a.  
2/18/2020

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 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"/>

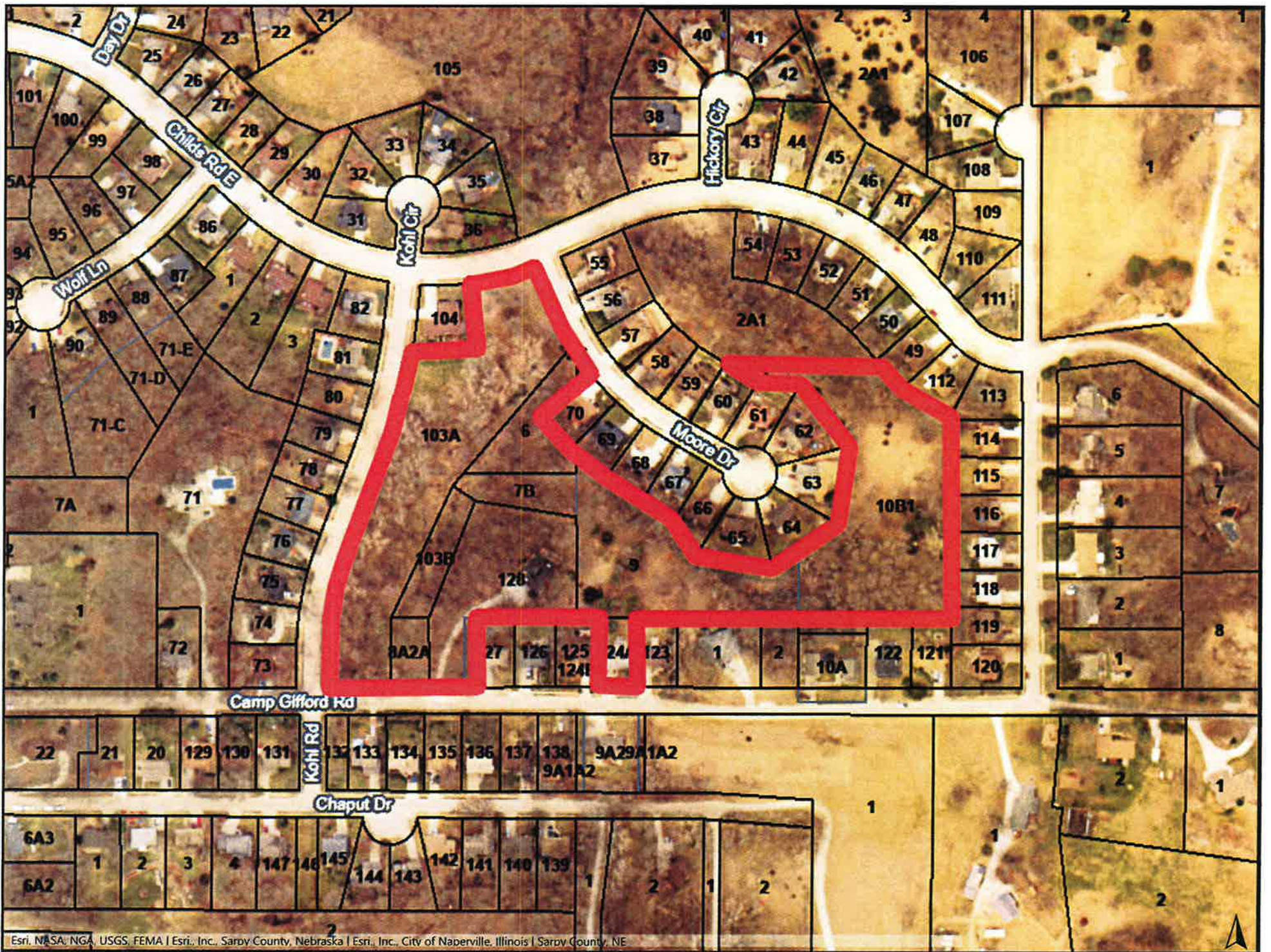
**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Brueggemann*  
*Tammi Palm*



## Susan Kluthe

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**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

## 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 6<sup>th</sup> 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 6<sup>th</sup> 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**

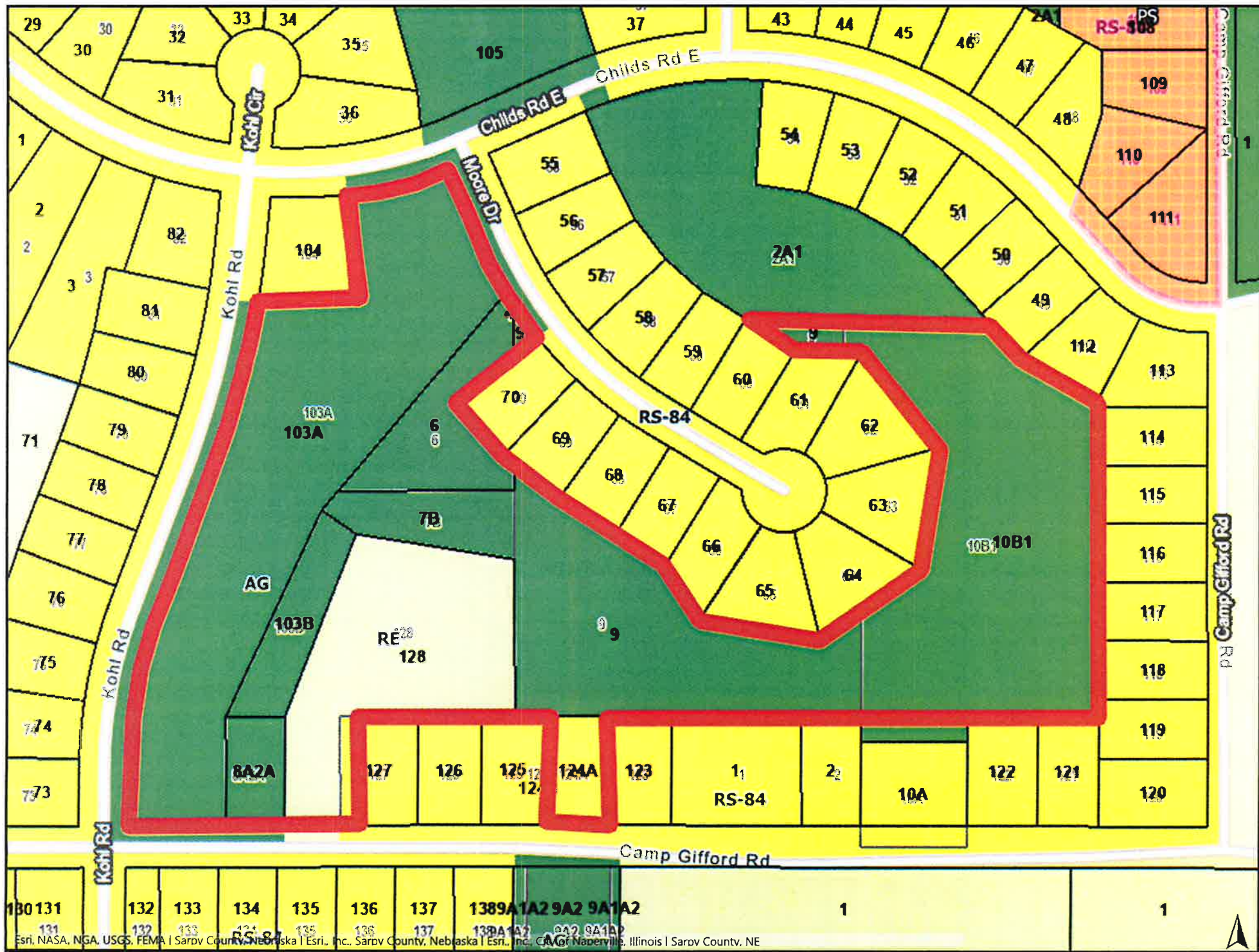
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received December 12, 2019
4. Letter from the applicant received October 23, 2019

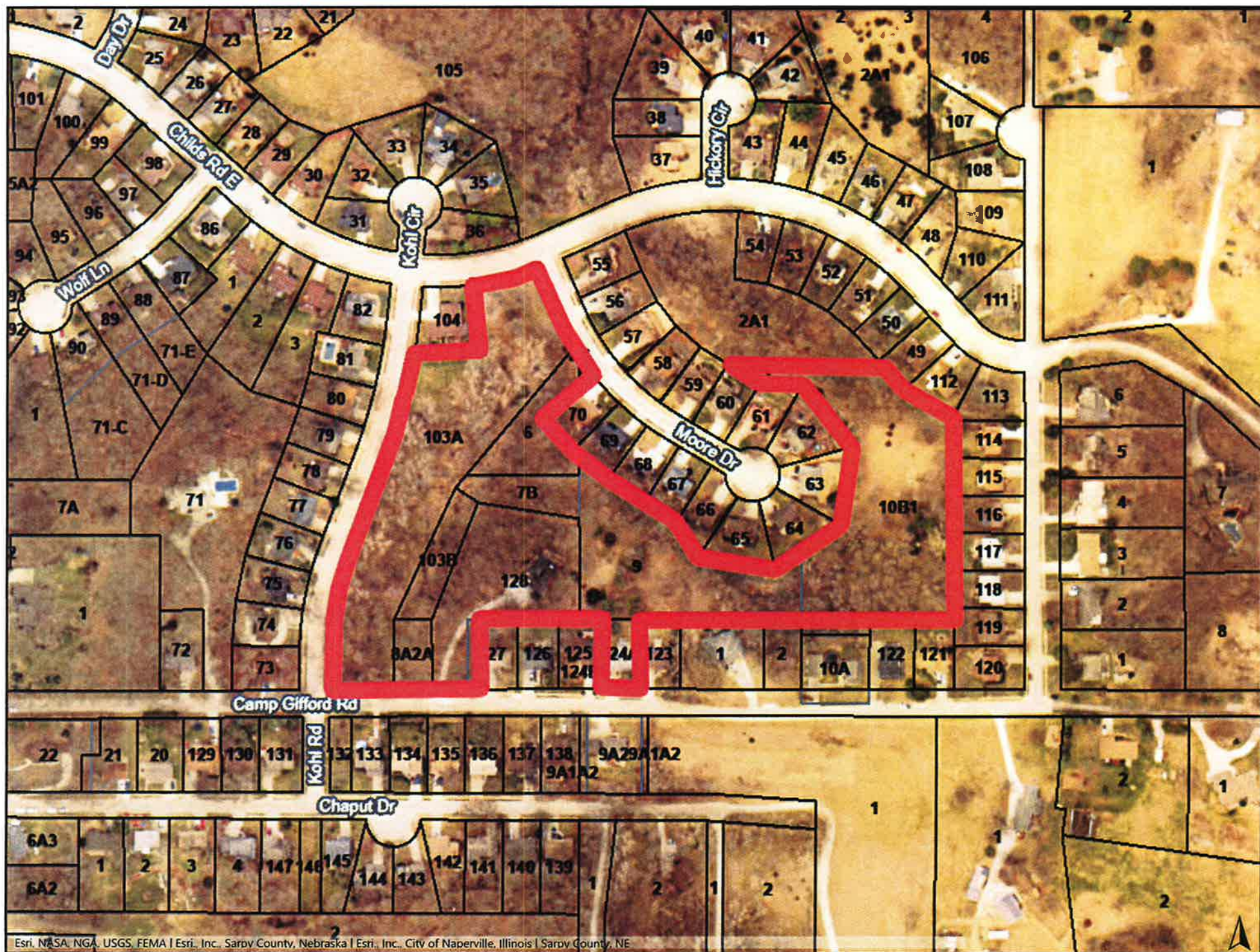
**VII. COPIES OF REPORT TO:**

1. Nick Brim and Megan Crain
2. Todd Santoro
3. Doug Hill, Hill-Farrell Associates, Inc.
4. Public Upon Request

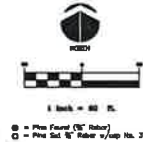
Angela Curry 1/13/20  
Prepared by: Date

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. NARA REG. NO. 373

[illegible]

TODD A. SANTORO

SARPY COUNTY SURVEYOR/ENGINEER

DATE \_\_\_\_\_

BelleVue Planning Commission

ATTEST: \_\_\_\_\_ MAYOR

[illegible]

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 11 DAY OF NOVEMBER, 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 \_\_\_\_\_

**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: FDH**  
**DATE:** 08/20/2019  
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,

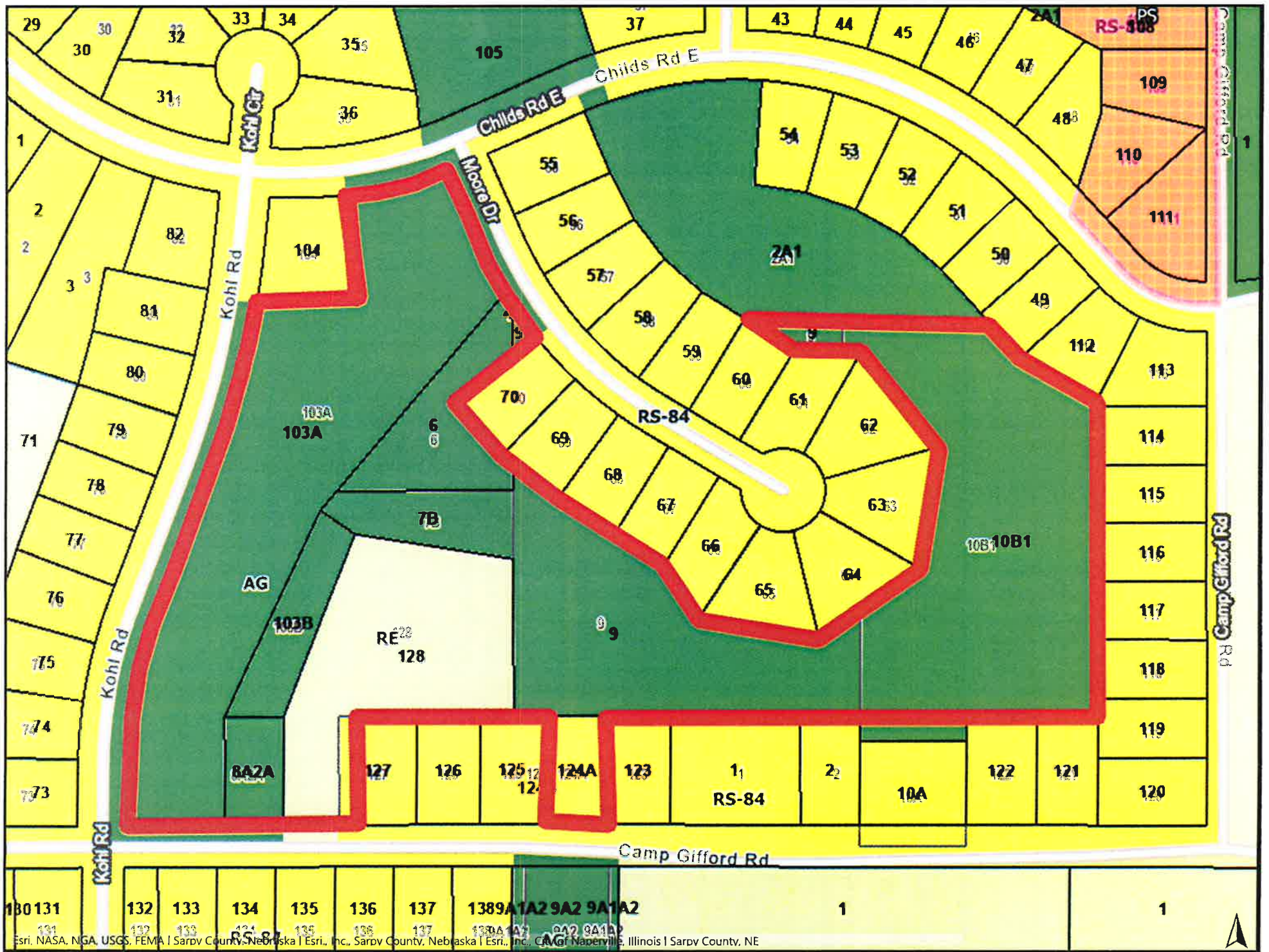
A handwritten signature in black ink, appearing to read 'Nick Brim and Megan Crain', written in a cursive style.

NICK BRIM AND MEGAN CRAIN

RECEIVED

OCT 23 2019

PLANNING DEPT.





CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
2/18/2020

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 1 Twin 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"/> 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. Breyer*  
*[Signature]*

# Belle Plaine Apts

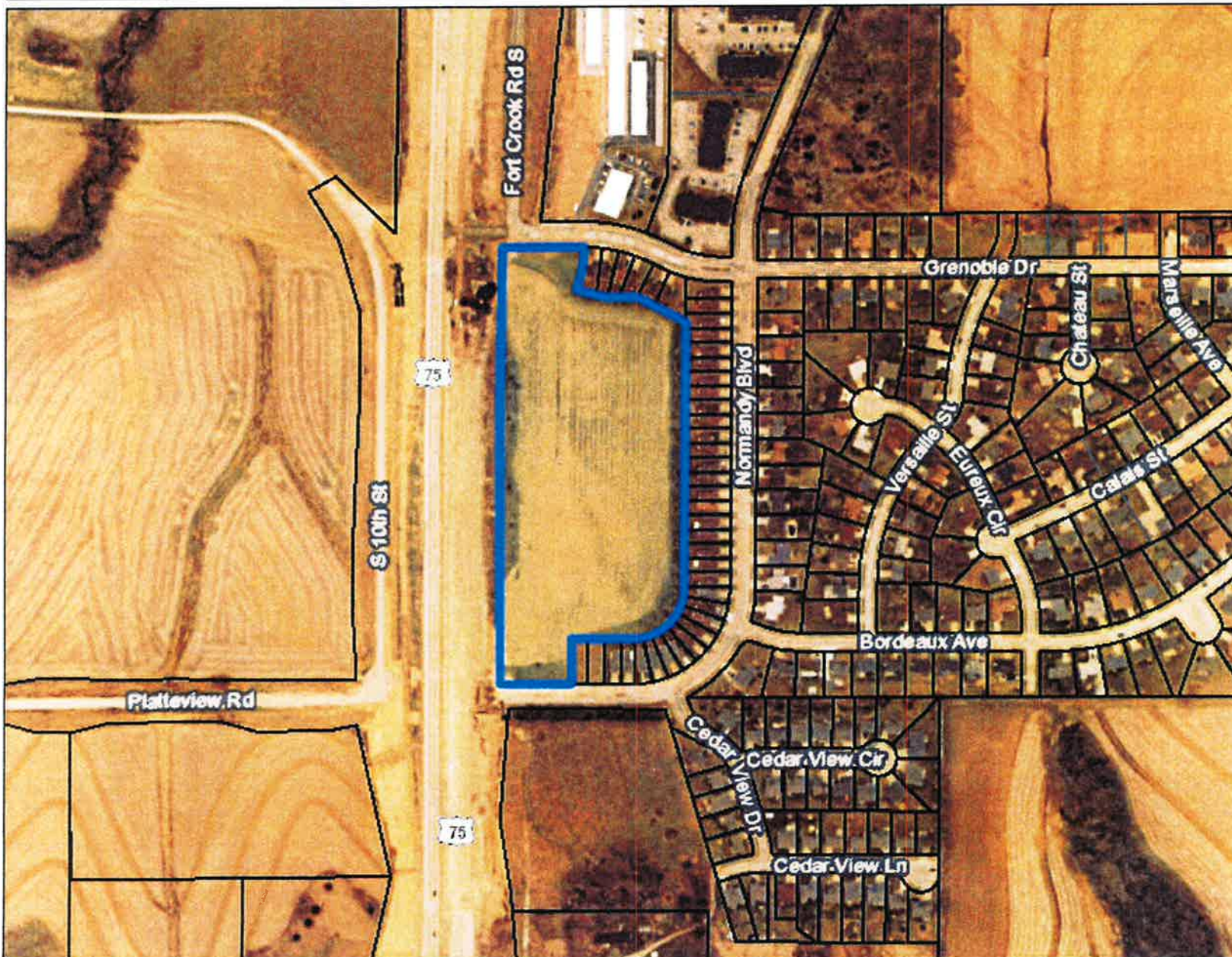
## Location



## 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

# 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 6<sup>th</sup> 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 6<sup>th</sup> 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

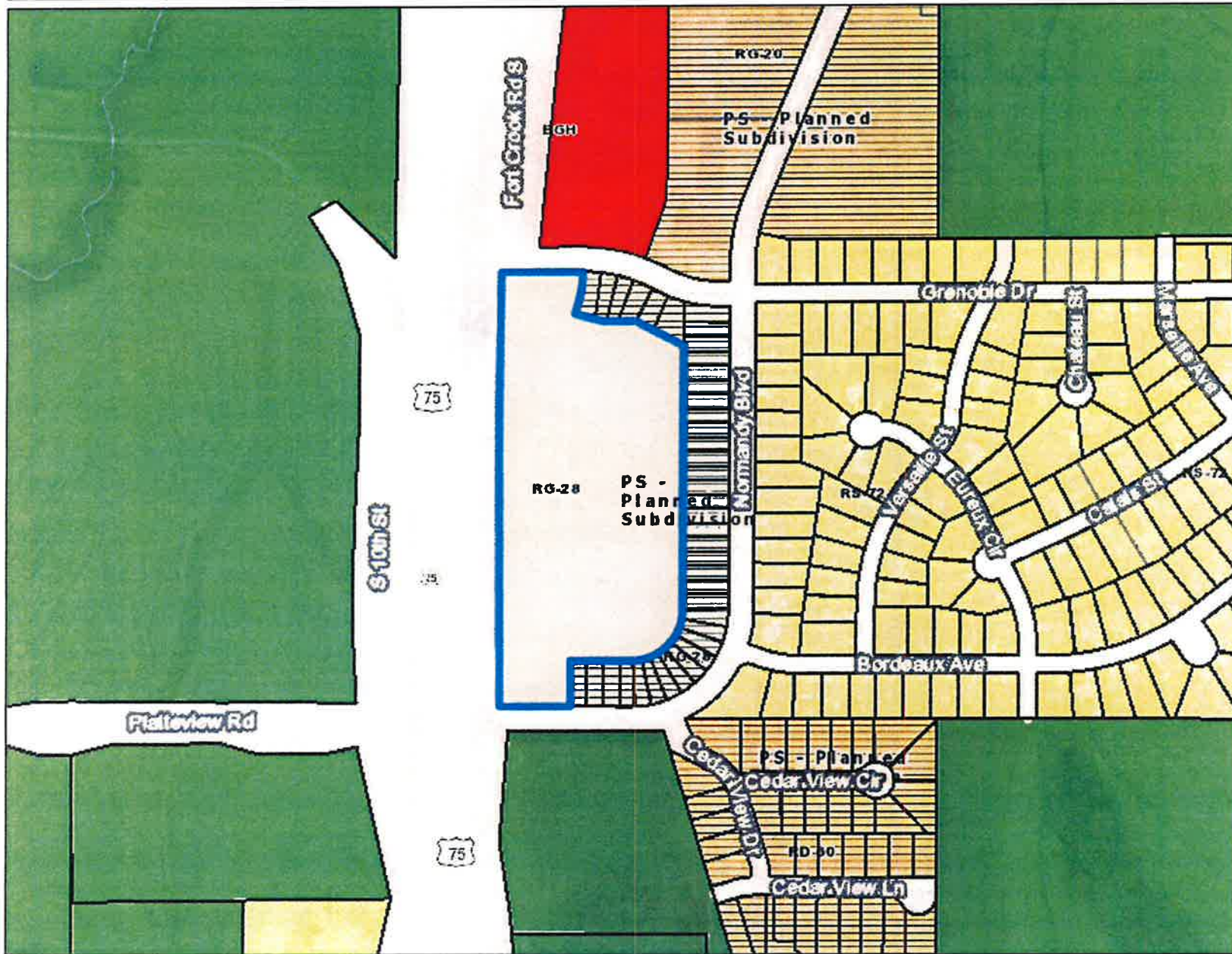
**VII. COPIES OF REPORT TO:**

1. Encompass Design Inc.
2. Belle Plaine Apartments LP
3. E & A Consulting Group Inc.
4. Public Upon Request

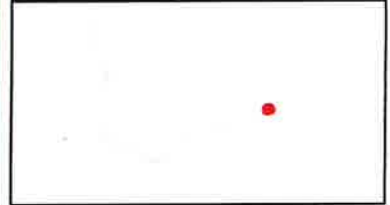
 1/13/20  
Prepared by: \_\_\_\_\_ Date

 01/13/2020  
Planning Manager: \_\_\_\_\_ Date of Report

# Belle Plaine Apts Zoning Map



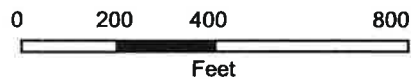
## Location



## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

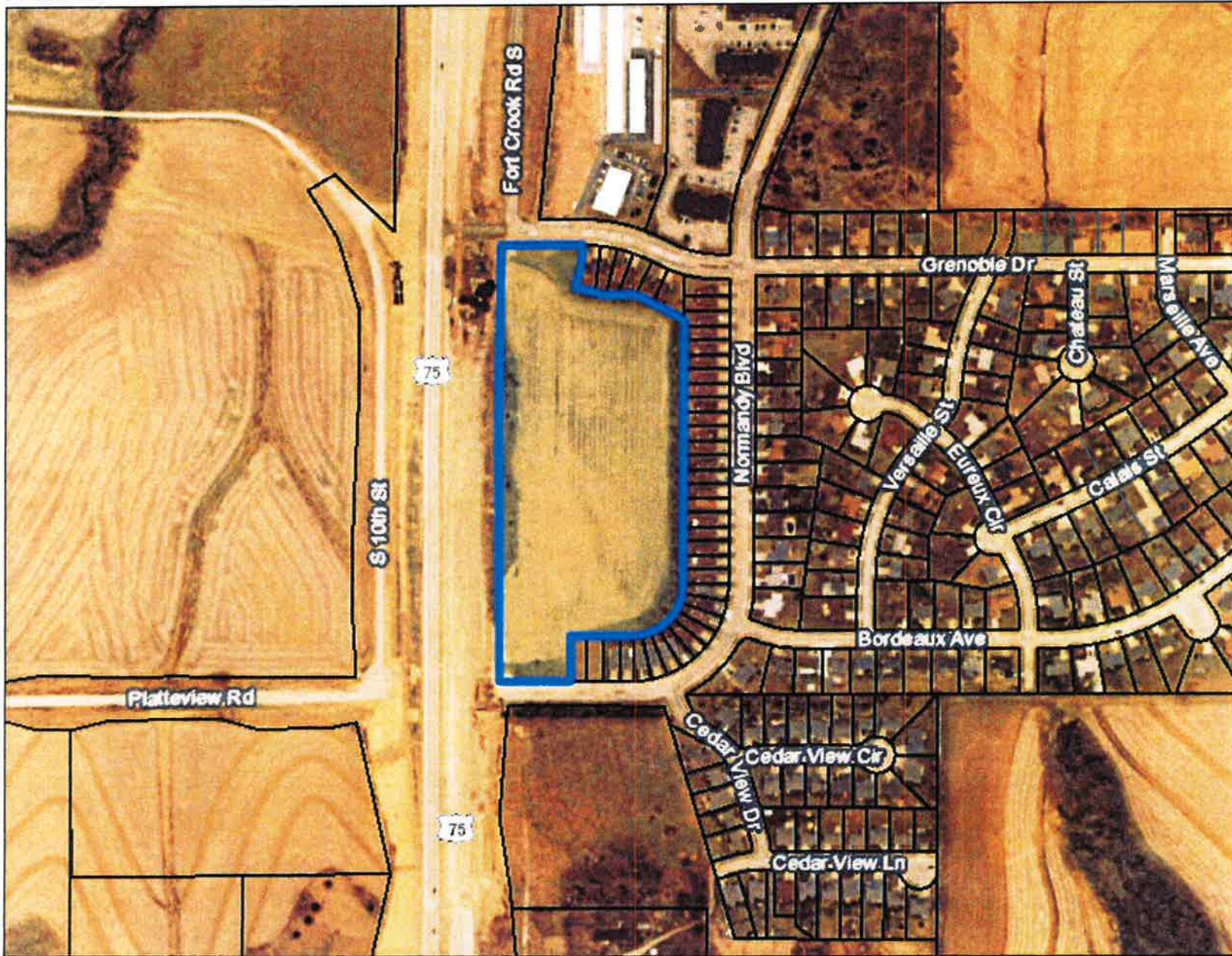


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## Sarpy County GIS

1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://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](http://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](http://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

RECEIVED

JUN 21 2019

PLANNING DEPT.



RECEIVED  
DEC 10 2019  
PLANNING DEPT.



**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

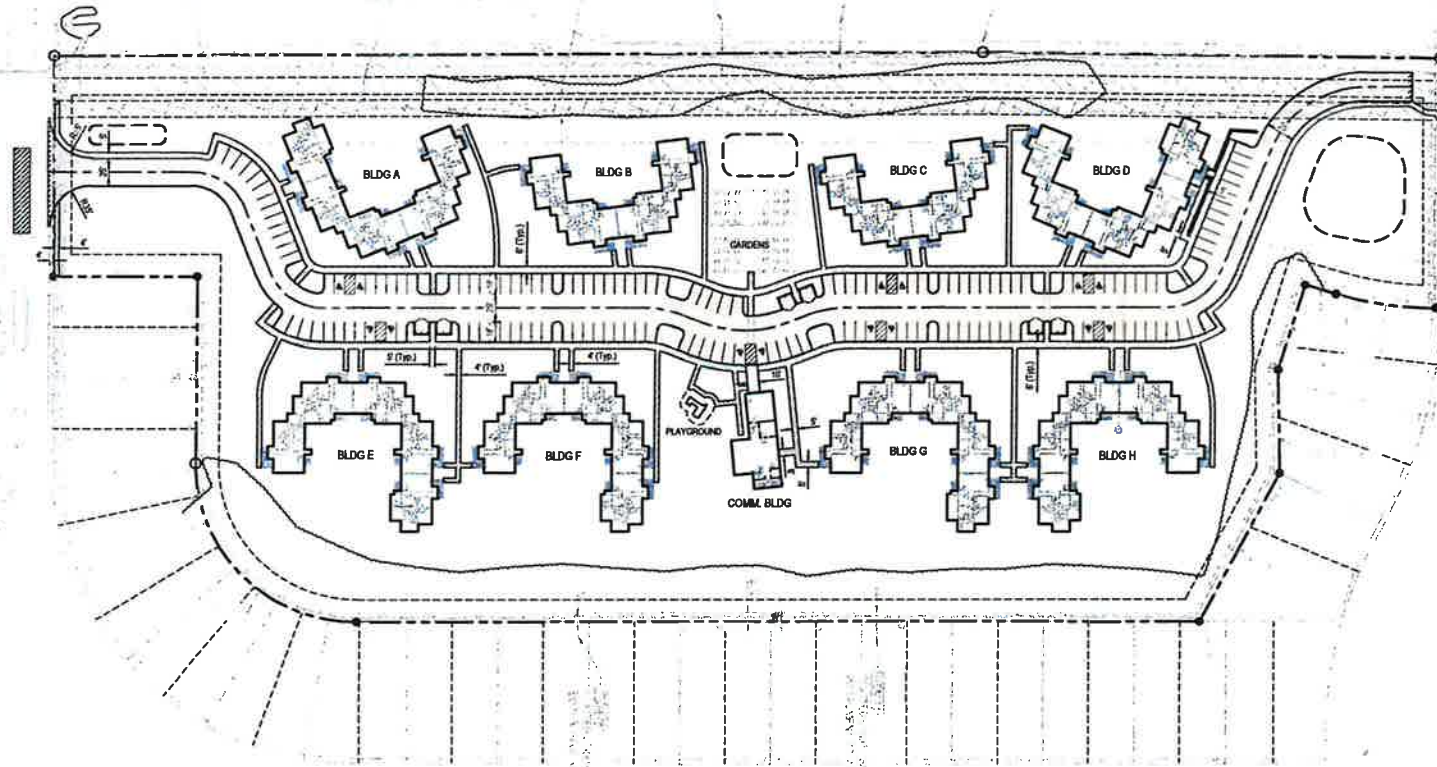
SITE PLAN  
APPROVED BY: 7-18-2019

SITE PLAN  
EXHIBIT

REVISION 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



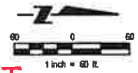
**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

3000 N. 148th Street, Suite 100 • Omaha, NE 68154  
Phone: 402.886.8700 • Fax: 402.886.2548  
WWW.EAGC.COM

201909.027.001



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DEC 10 2019  
PLANNING DEPT.



#### LANDSCAPE NOTES:

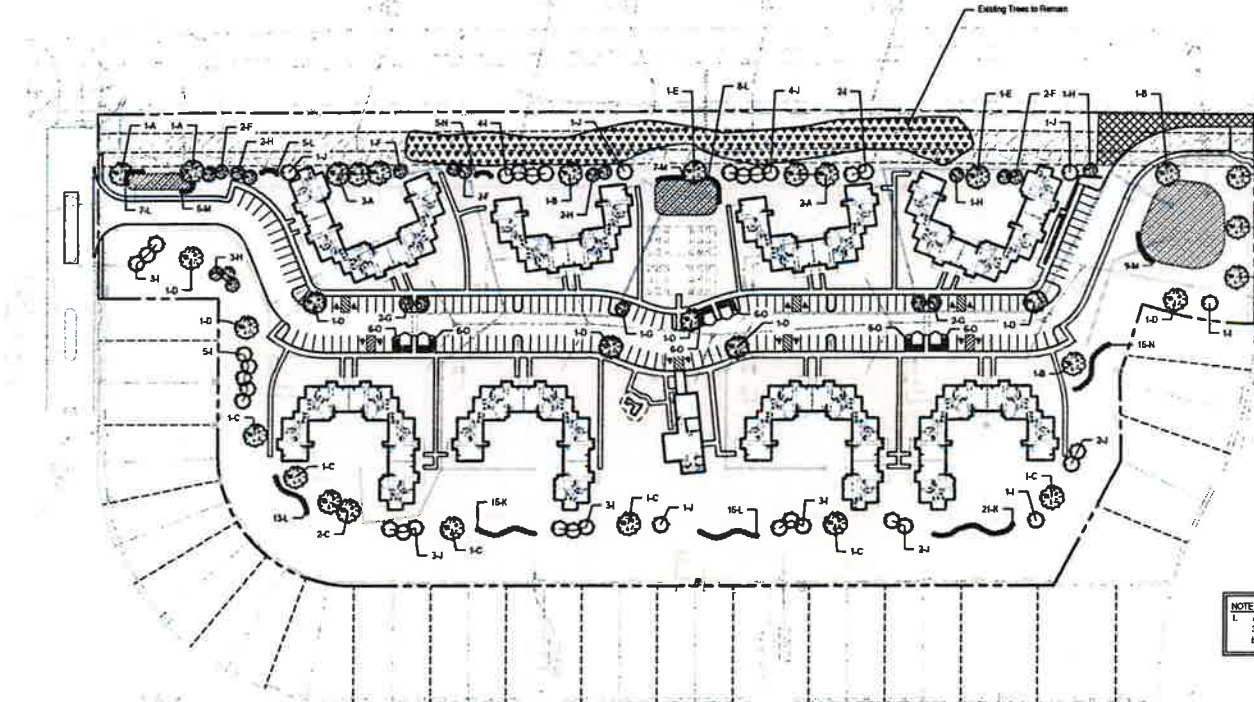
1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All 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 to be installed meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel 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:

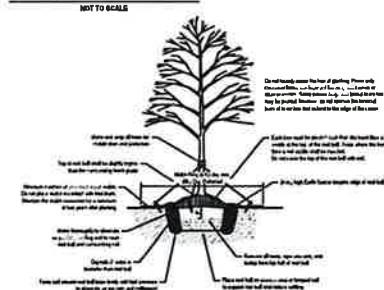
1. The contractor shall notify the architect of least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been granted. No sods will be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the sods and on the side 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 container in a satisfactory manner. If sod is stored it 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 applied 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 sod, unless otherwise specified or approved. Incorporation shall be accomplished by digging, harrowing, 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 means so as to eliminate all air pockets, provide true and even surfaces, insure holding and prevent all exposed soil edges but without development of the soil or deterioration of the surface of the sod bed area and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded area until all work on the entire contract has been completed, and not run has been covered back and then accepted. Such care shall consist of providing protection against soils by preventing watering, signs or materials and the mowing of grass to the height of six inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod to at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion at the finished surface. Any surface which becomes galled or otherwise damaged shall be repaired to reestablish the grade and conditions of the sod prior to avoiding and shall then be re-laid and re-sodded as specified under this item.
7. In drainage areas or slopes, the sod shall be laid with their longest dimension parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress to continuous parallel lines working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage ways.
8. Sod shall be laid in place by slabs in all drainage ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Paving shall be done immediately after lapping. At least one state shall be shown through each slab to be laid, and the sods shall not be more than two feet apart. Slabs shall have their flat sides against the slope and be driven flush. Slabs for paving shall be of wood, approximately one inch by two inches and of sufficient length to provide the sod, the top and to a 12-18 inch depth of base inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the sodding work and so often as required to keep the sod fully established (see mowings) and accepted by the engineer and owner. Contractor to use temporary erosion for the watering of the sod. Contractor to supply all necessary hoses, tanks and sprayers for all watering needs.
10. All sod must be fully established (see mowings) and growing at the time of inspection and acceptance.



NOTES:  
1. All buildings permittees to have a 1 foot show strip installed with 2" minimum of their rock with a wood barrier facing and black demand edging.



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
  - 2,000 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 XII. LANDSCAPING & SCREENING REGULATIONS

- 8.11.06 (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
- 8.11.06 (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
- 8.11.06 (10)(A) There shall be 10 square feet of landscaped area per parking stall (150 stalls). Required = 2,850 SF. Provided = 6,068 SF
- 8.11.06 (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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1000 N. Valley Road, Suite 100 • Omaha, NE 68104  
Phone: 402.895.4000 • Fax: 402.895.3500  
www.eaagroup.com



A MULTIFAMILY APARTMENT COMPLEX FOR:  
**BELLE PLANE APARTMENTS**  
BELLEVUE, NEBRASKA

SITE PLAN  
APPROVAL SET - 7.13.2019

PRELIMINARY  
LANDSCAPE  
EXHIBIT

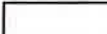
DATE: December 6, 2019

DATE: 10.12.19

L1.1



A MULTIFAMILY APARTMENT COMPLEX FOR:  
**BELLE PLAINE APARTMENTS**  
BELLEVUE, NEBRASKA



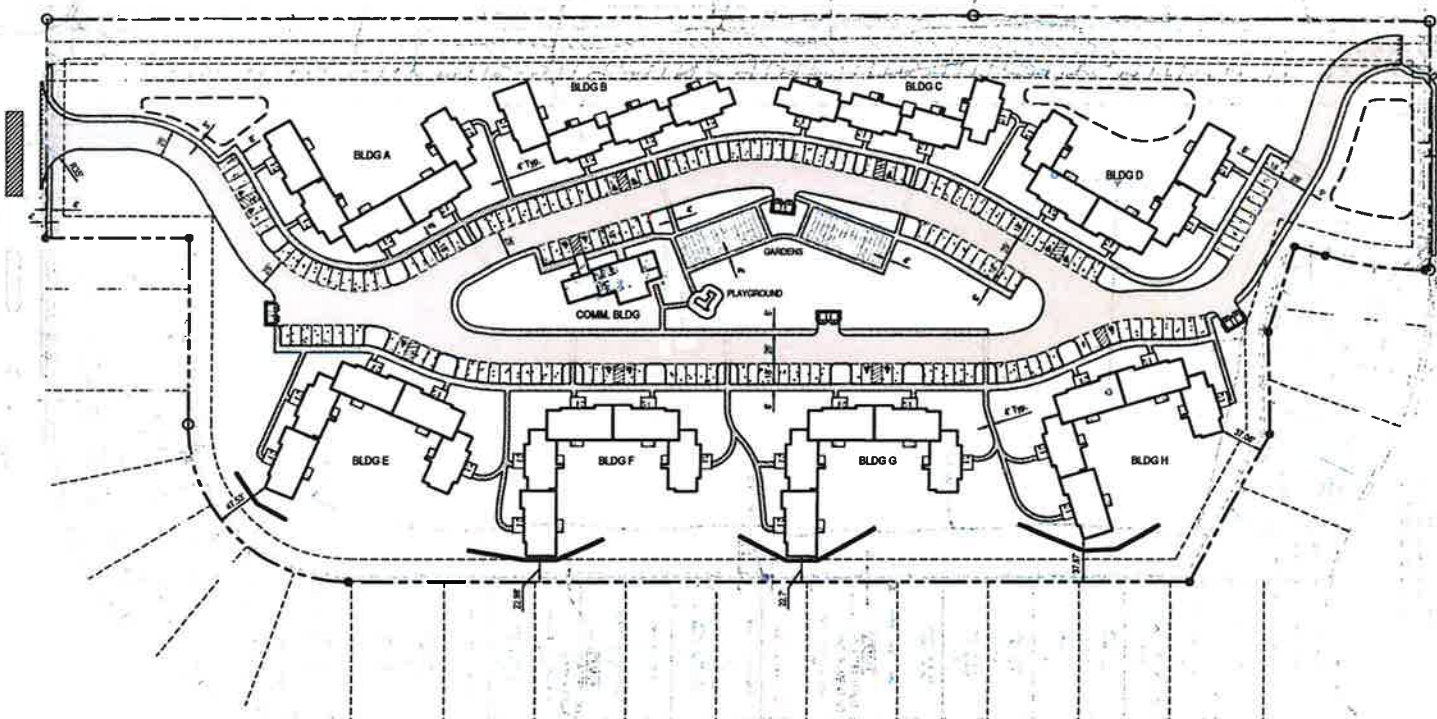
SITE PLAN  
APPROVAL SET 7/16/2019

SITE PLAN  
EXHIBIT

DATE: July 16, 2019

DATE: July 16, 2019

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
  - PCSDP Basin Limits
  - Retaining Wall

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JUL 16 2019  
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**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10000 148th Street, Suite 100 • Omaha, NE 68144  
Phone: 408.540.4437 • Fax: 408.540.4438  
www.eacg.com

PROJECT: 127.001



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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JUL 16 2019  
PLANNING DEPT.

---

*encompass design inc*

1535 liberty lane suite 110b missoula mt 59808  
O: 406.540.4437



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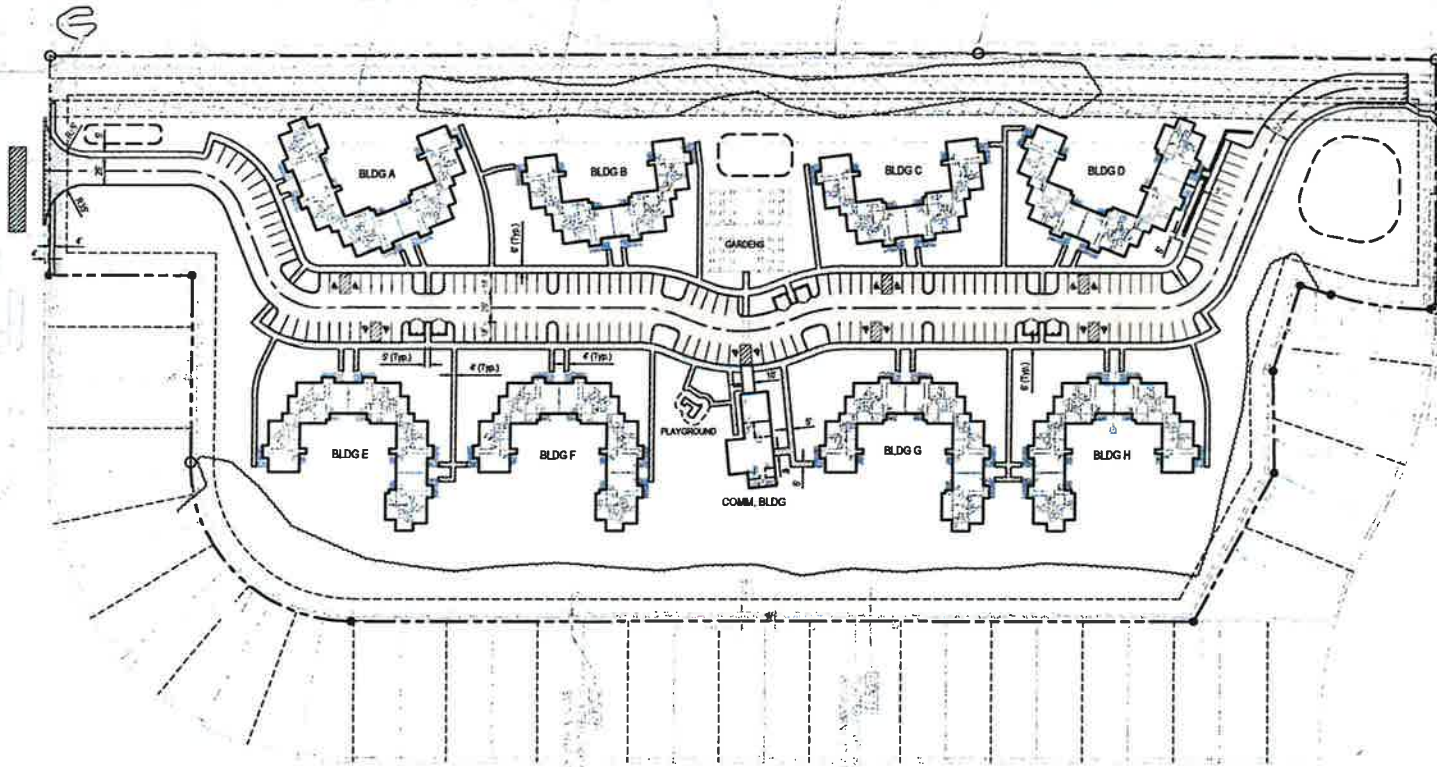
A MULTIFAMILY APARTMENT COMPLEX FOR:  
**BELLE PLAINE APARTMENTS**  
BELLEVUE, NEBRASKA

SITE PLAN  
APPROVAL SET: 7-15-2019  
**SITE PLAN  
EXHIBIT**

H01163 December 8, 2019

0016-000-00 10-17-19

C1.1



**SITE STATISTICS:**  
75 TOTAL UNITS  
  
152 TOTAL PARKING STALLS

- LEGEND**
- 7' PCC With Integral Curb and Gutter
  - 4' PCC Sidewalk
  - Severed Full Depth and Remove Existing Pavement
  - PCSM® Basin Limits
  - Retaining Wall



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2/2019-107-001

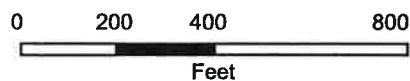
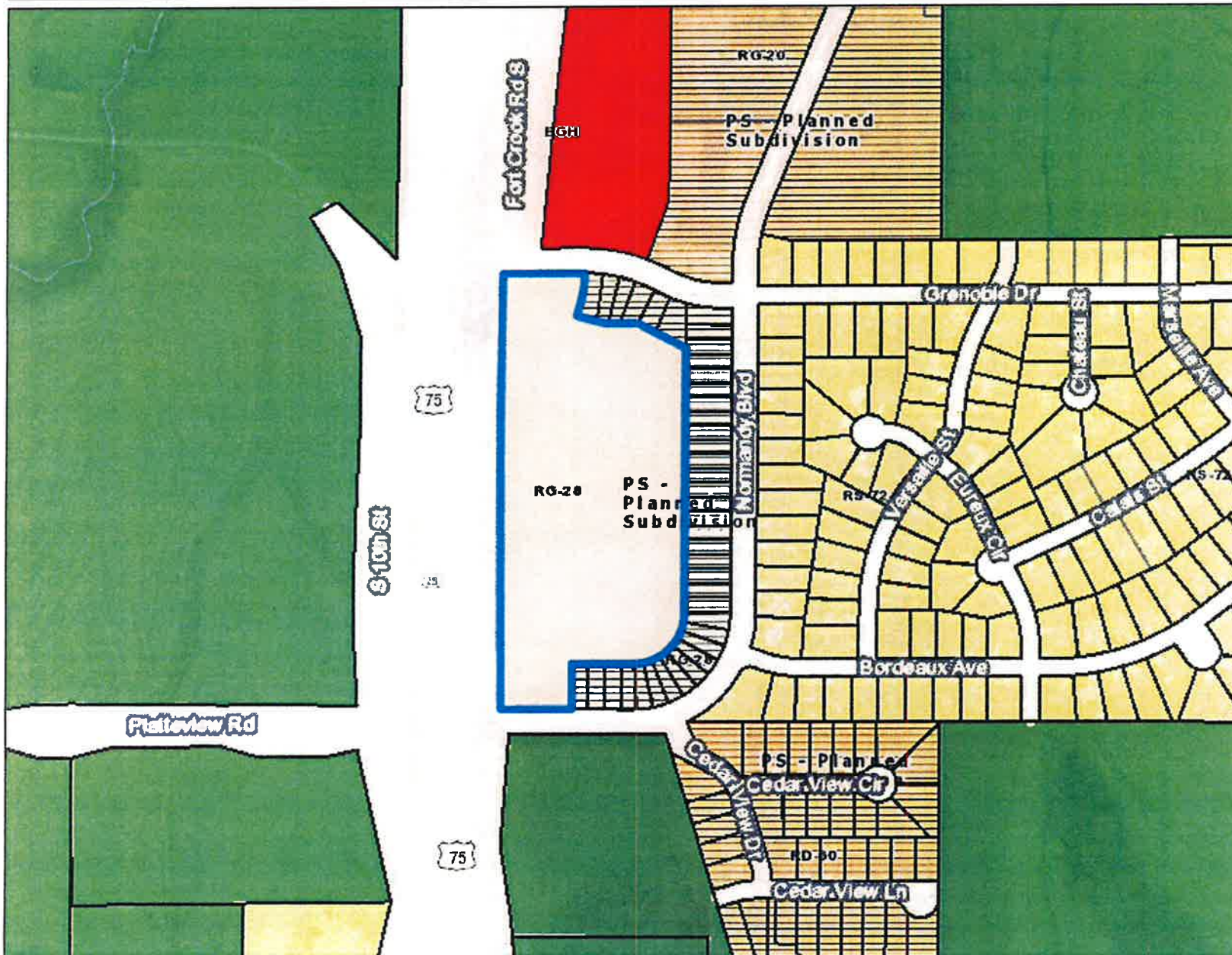
# Belle Plaine Apts Zoning Map

## Location

## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



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**Sarpy County GIS**  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12c.  
2/18/2020

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.              |

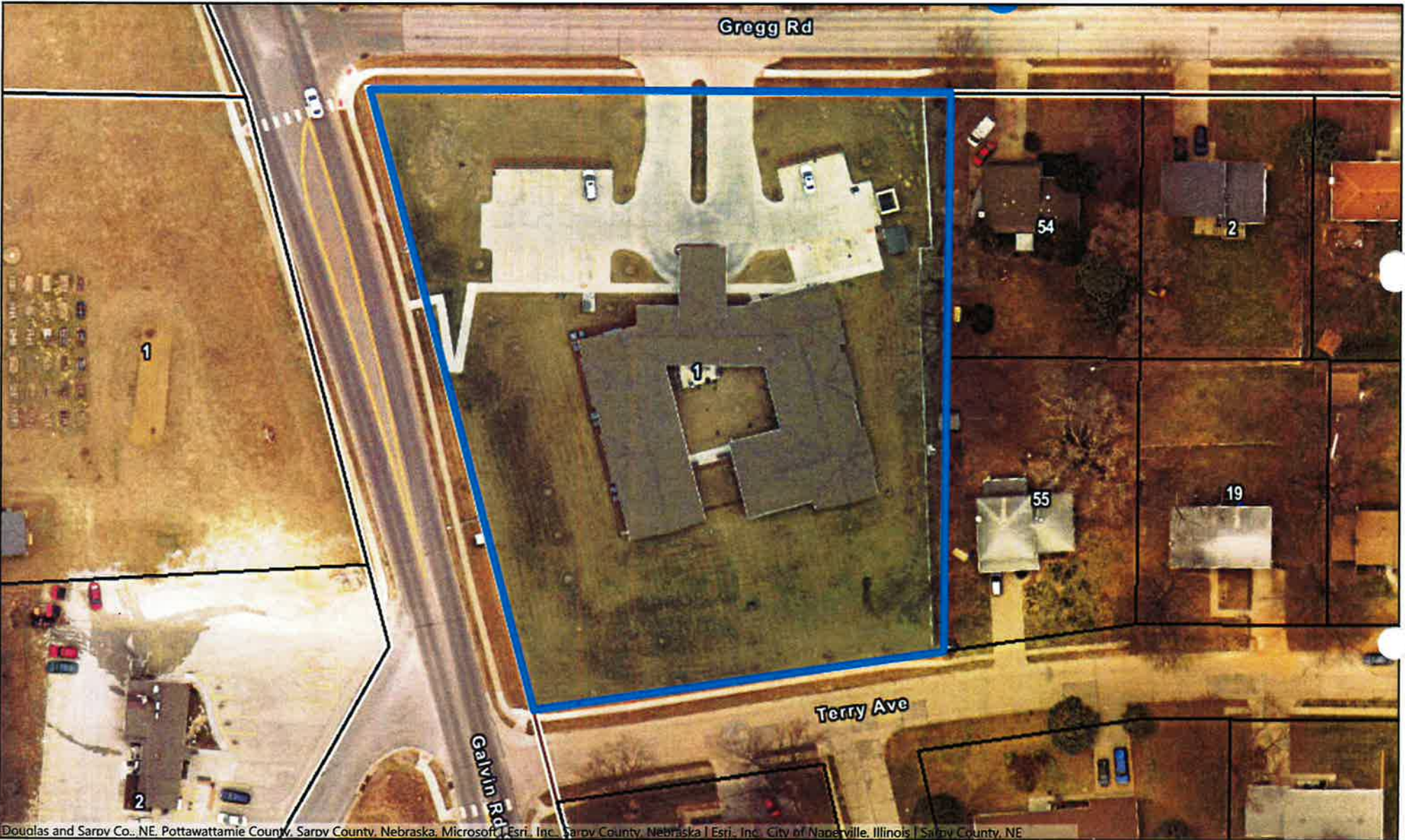
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. D. Robinson*  
*[Signature]*  
*[Signature]*



0 100 200  
ft

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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 6<sup>th</sup> 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: 2/4/2020

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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

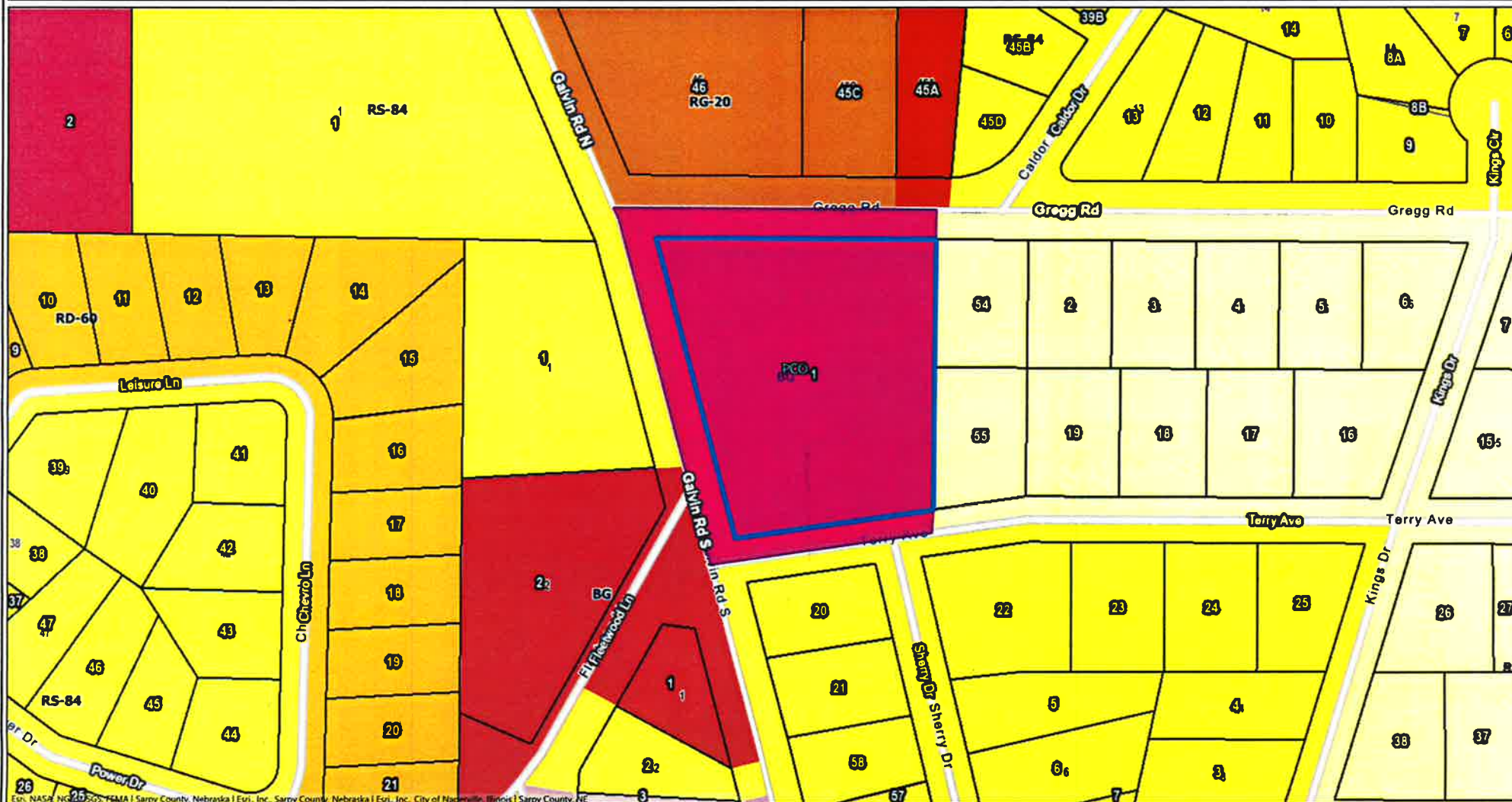
Angela Curry 1/30/20  
Assistant Planning Manager

Sammi Palm 01/30/20  
Planning Manager                      Date of Report

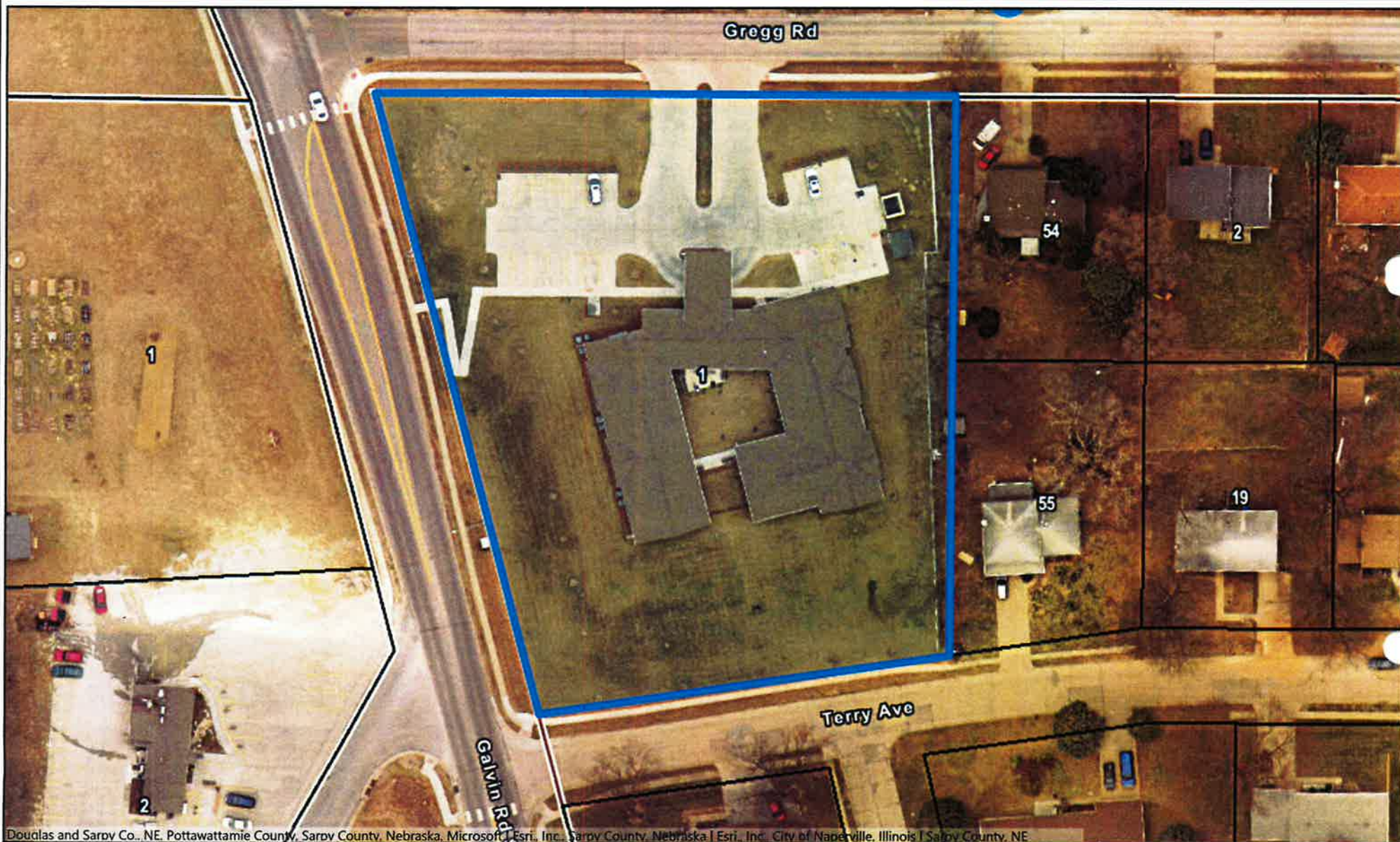


SARPY COUNTY  
NEBRASKA

# 1983 Gregg Road Zoning Map



Notes



Douglas and Sarpy Co., NE. Pottawattamie County, Sarpy County, Nebraska. Microsoft, Esri, Inc., Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Sarpy County, NE

0 100 200  
ft

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



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,



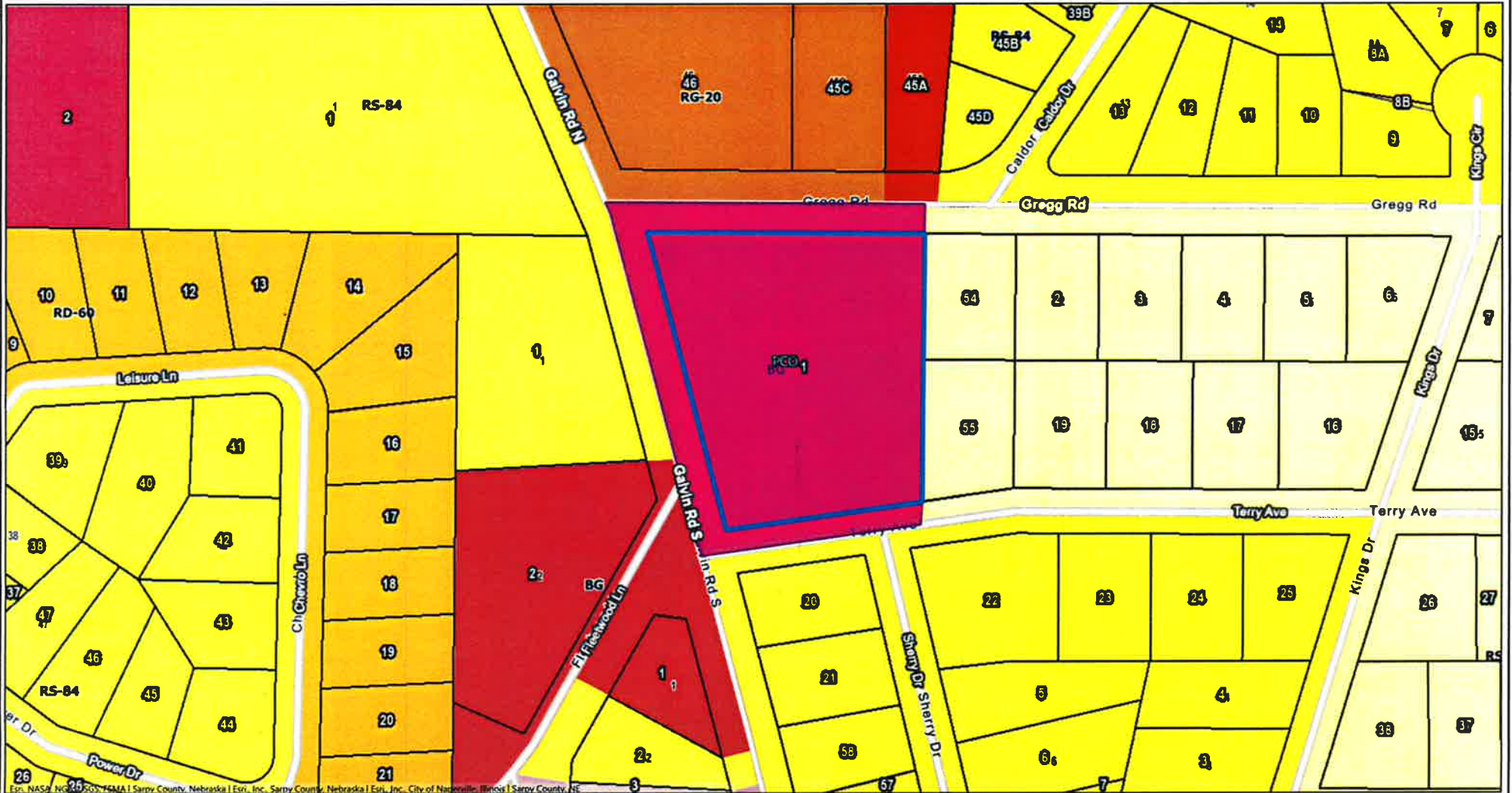
Shirley McNally  
402-679-4444

RECEIVED  
DEC 18 2019  
PLANNING DEPT.



SARPY COUNTY  
NEBRASKA

# 1905 Gregg Road Zoning Map



0 100 200  
ft



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.  
2/18/2020**

COUNCIL MEETING DATE: 02/18/2020		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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Application from Bellevue Chamber of Commerce for the "Runway Run" on Saturday, May 9, 2020, from 6: a.m. to 9:30 p.m., for a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and on to a segment of runway, returning to BPS Lied start point

**SYNOPSIS/BACKGROUND:**

The "Runway Run" is in partnership with Offutt AFB, with a 5k race starting at the BPS Lied Activity Center to Offutt AFB flag gate and on to a segment of the runway, returning to BPS Lied start point. The event will be held on Saturday, May 9, 2020, from 6:00 a.m. to 9:30 a.m.

FISCAL IMPACT: \$50 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 Event License for Bellevue Chamber of Commerce, in partnership with Offutt AFB, for the "Runway Run" on Saturday, May 9, 2020 from 6:00 a.m. to 9:30 p.m., for a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and on to a segment of runway, returning to BPS Lied start point

**ATTACHMENTS:**

1. Application for Event License	2. Certificate of Insurance	3. Comments from PD, Streets, & Parks
4.	5.	6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer*  
*[Signature]*  
*[Signature]*



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

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

Date: 1-27-2020

APPLICANT NAME: Bellevue Chamber of Commerce ADDRESS: 1036 Bruin Blvd. Suite 119, Bellevue, NE 68005

PHONE #: 402-898-3000 EMAIL ADDRESS: operations@bellevuenebraska.com.

CORPORATION (Name/Address): Bellevue Chamber of Commerce, 1036 Bruin Blvd., suite 119, Bellevue, NE 68005

CORPORATION OFFICERS: President/CEO - Kevin Hensel, Vice President - Faith Morrison

PROPOSED ACTIVITY: Runway run. In partnership with Offutt AFB, the run will be a 5K race starting at the BPS Lied Activity Center to Offutt AFB flag gate and on to a segment of the runway, returning to BPS Lied start point.

DAY/DATE OF PROPOSED ACTIVITY: Saturday, May 9, 2020

LOCATION OF PROPOSED ACTIVITY: Bellevue Public School Lied Activity Center, 2600 Arboretum Dr.

HOURS OF OPERATION: Saturday, May 9, 6:00 AM - 9:30 AM

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: On-site restrooms
2. Running Water: On-site
3. Power: On-site
4. Parking: On-site with assistance of Bellevue Police Department
5. Insurance: Liability Insurance and waiver

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

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

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: Kevin Hensel

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_

**Police Department Requests:** Police at Lied activity Center as well as on runway

**Parks Department Requests:** \_\_\_\_\_  
\_\_\_\_\_

**Street Department Requests:** \_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/31/2020

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 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 Castle & Associates, Inc 2348 Cornhusker Rd Bellevue, NE 68123 (402) 291-8767 (043/276)	CONTACT NAME: Castle & Associates, Inc PHONE (A/C No. Ext): (402) 291-8767 FAX (A/C No.): (855) 376-7302 E-MAIL ADDRESS: castleandassociates@amfam.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Family Mutual Insurance Company, S.I.	NAIC # 19275
INSURER B: Midvale Indemnity Company	27138
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY \$ \$
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER _____	Y		26-X52744-01	10/17/2019	10/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			26X52744-02	10/17/2019	10/17/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	WCP1005446	10/17/2019	10/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> The City Of Bellevue 1500 Wall Street Bellevue NE 68005	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Julie Morrison
--	--

## Susan Kluthe

---

**From:** Operations <operations@bellevuenebraska.com>  
**Sent:** Tuesday, January 28, 2020 3:54 PM  
**To:** Susan Kluthe  
**Subject:** Bellevue-Offutt AFB Runway Run- Event License App 1-28-2020  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Good afternoon, Susan!

Please process attached document at your convenience. Event is scheduled for May 9<sup>th</sup>.

Thank you,

Eileen Klein – *Operations Director*

Main: 402.898.3000

Direct: 402.506.6610



### 2020 Bellevue Patriot Sponsors

**Azizi & Associates-Allstate Insurance**

**Beardmore/Subaru**

**Bellevue Public Schools**

**Bellevue Public Schools Foundation**

### Star Sponsors

Courtyard by Marriott/Beardmore Events Center

Cobalt Credit Union \* Hike Real Estate \* Hillcrest Health Services \* Metropolitan Utilities District

Nebraska Medicine \* Offutt Collision Repair \* Sam's Club \* West Side State Bank

### Stripe Sponsors

ACCESSbank - Chick-fil-A - Duane Safarik Frontline Home Team/NP Dodge Real Estate

Erwin Jewelers - Heritage Ridge Retirement Community - Miller Financial Group, Inc.

Scott Conference Center - Shadow Lake Towne Center

Solutions Heating & Air Conditioning

**From:** Bobby Riggs

**Sent:** Tuesday, February 11, 2020 7:18 AM

**To:** Susan Kluthe

**Subject:** RE: Runway Run Event Application

Streets has no issues or known conflicts with the event as proposed.

**Bobby Riggs**

**Street Superintendent**

**City of Bellevue**

Office: (402) 293-3126

Fax: (402) 293-3077

E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)

**From:** Susan Kluthe

**Sent:** Monday, February 10, 2020 12:37 PM

**To:** Tom Dargy; Dave Stukenholtz; Mark Blackburn; Jim Shada; Bobby Riggs

**Subject:** Runway Run Event Application

Please review and make comment proposed event. Please respond by Wednesday, February 12<sup>th</sup>.

Thank you!

*Susan Kluthe*

*City Clerk*

*City of Bellevue*

*1500 Wall Street*

*Bellevue, NE 68005*

*402.293.3007*

[susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net)

**From:** [clerkcolorcopier@bellevue.net](mailto:clerkcolorcopier@bellevue.net) <[clerkcolorcopier@bellevue.net](mailto:clerkcolorcopier@bellevue.net)>

**Sent:** Monday, February 10, 2020 12:12 PM

**To:** Susan Kluthe <[Susan.Kluthe@bellevue.net](mailto:Susan.Kluthe@bellevue.net)>

**Subject:** Attached Image

## Susan Kluthe

---

**From:** Jim Shada  
**Sent:** Monday, February 10, 2020 4:01 PM  
**To:** Susan Kluthe; Tom Dargy; Dave Stukenholtz; Mark Blackburn; Bobby Riggs  
**Subject:** Re: Runway Run Event Application

Susan,

Parks Department does not have any concerns with this!

Thanks,

Jim

---

**From:** Susan Kluthe  
**Sent:** Monday, February 10, 2020 12:37:24 PM  
**To:** Tom Dargy; Dave Stukenholtz; Mark Blackburn; Jim Shada; Bobby Riggs  
**Subject:** Runway Run Event Application

Please review and make comment proposed event. Please respond by Wednesday, February 12<sup>th</sup>.

Thank you!

*Susan Kluthe*  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
[susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net)

**From:** clerkcolorcopier@bellevue.net <clerkcolorcopier@bellevue.net>  
**Sent:** Monday, February 10, 2020 12:12 PM  
**To:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Attached Image

Police Department Requests: Police at Lied activity Center as well as on runway

Parks Department Requests: \_\_\_\_\_

Street Department Requests: \_\_\_\_\_

Police:

We have supported this event in years past with no issues & if there are no significant changes we should be able to support again this year.

Capt DA Stuttmann

2-11-20

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**15a.**  
**2/18/2020**

COUNCIL MEETING DATE: 02/18/2020		SUBMITTED BY: Jeff Roberts		
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:**

Final Design Approval and Resolution between City of Bellevue and Olsson for amended work regarding So 36th St; Hwy 370 to Sheridan Rd.

**SYNOPSIS/BACKGROUND:**

In order to identify private sprinkler systems potentially impacted within the 36th St. project limits. ROW staking was completed for 15 tracts. This allowed determination if compensation should be provided. The original agreement amount was \$647,600.00 and increased to \$650,123.38 an increase of \$2523.38.

FISCAL IMPACT: \$2523.38 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: YES		COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: ST 20(1) ROW So 36th St; Hwy 370 to Sheridan Rd				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:
PROJECT NAME: ST20 (1) Right-of-way Acquisition 36th Street				
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO	
CIP PROJECT NAME:		CIP PROJECT NUMBER: ST 20(1)		
STREET DISTRICT NAME (S): 36th St.		STREET DISTRICT NUMBER (S): 2011-3		
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:		

**RECOMMENDATION:**

City Council to approve the amended final design and resolution. Have the Mayor authorize and sign.

**ATTACHMENTS:**

1. Contract	2. Resolution	3.
4.	5.	6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*[Signature]*

**RESOLUTION**  
**FINAL DESIGN SERVICES AGREEMENT**  
**SUPPLEMENTAL AGREEMENT NO. 1 – BK1763**

CITY OF BELLEVUE

Resolution No. 3020-13

**Whereas:** City of Bellevue and Olsson have previously executed a Engineering Services Agreement (BK1763) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

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

**Whereas:** City of Bellevue and Olsson wish to enter into a engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Bellevue, Nebraska that:

Rusty Hike, Mayor of City of Bellevue is hereby authorized to sign the attached Engineering Services Supplemental Agreement No. 1 between the City of Bellevue and Olsson.

NDOR Project Number: MAPA-5061(5)

NDOR Control Number: 22276

NDOR Project Description: 36<sup>Th</sup> Street, N-370 Sheridan Road

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ Nebraska.

The City Council of City of Bellevue, Nebraska:

_____	_____
_____	_____
_____	_____
	_____

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

Attest:

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

Agreement No.	BK1763
Effective (NTP) Date	11/26/2019
Supplement Amount	\$2,523.38
Total Agreement Amount	CPFF \$650,123.38

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 1**

CITY OF BELLEVUE  
OLSSON  
PROJECT NO. MAPA-5061(5)  
CONTROL NO. 22276  
36<sup>TH</sup> ST., N-370-SHERIDAN RD., BELLEVUE

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

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on January 8, 2018 for Consultant to provide final design for LPA's project, and

**WHEREAS**, it is necessary that ROW Staking be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5061(5) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "A" and incorporated herein by this reference.

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

**SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "B", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 LPA issued Consultant a written Notice-to-Proceed on November 26, 2019. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by March 31, 2020.

**SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION 10 FEES AND PAYMENTS of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$70,320.49 to \$70,572.24, an increase of \$251.75. Actual costs are increased from \$577,279.51 to \$579,551.14, an increase of \$2,271.63. The total agreement amount is increased from \$647,600.00 to \$650,123.38 an increase of \$2,523.38 which Consultant must not exceed without the prior written approval of LPA.

#### **SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

#### **SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

#### **SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

#### **SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OLSSON  
Michael Piernicky, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA       )  
  )ss.  
DOUGLAS COUNTY )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF BELLEVUE  
Rusty Hike

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk




STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
Date

## Consultant Work Order (Local Projects)

Project No.: MAPA-5061(5)		Control No.: 22276
Consultant: (Name and Representative) Olsson	Agreement No.: BK1763	Work Order No.: 1
LPA: (Name and Representative) Dean Dunn, City of Bellevue		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) In order to identify private sprinkler systems potentially impacted within the project limits, ROW staking must be completed again for up to 15 tracts. This will allow for determining if compensation should be provided. The staking will occur once NTP is provided. Additional coordination between Olsson PM and Midwest ROW/City/NDOT will occur through the process.</p>		
Work Title		Summary of Fee
Project Manager - 4 hrs Registered Land Surveyor - 2 hrs Surveyor Party Chief - 8 hrs Surveyor I - 8 hrs		A. Total Direct Labor Cost = 711.24
		B. Overhead (Factor * x A) = 1,255.55
		C. A + B = 1,966.79
		D. Profit/Fee (Factor ** x C) = 251.75
*Overhead Factor: 176.53%	E. FCCM (Factor*** x A) = 4.84	
**Profit/Fee Factor: 12.80%	F. Direct Non-Labor Cost = 300.00	
***Facility Capital Cost of Money (FCCM): 0.68%	G. Subconsultant Services =	
Total Fee Notes:	TOTAL FEE: C + D + E + F + G = \$2,523.38	
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: \$2,523.38	
	<input type="checkbox"/> FINAL TOTAL FEE:	

### Work Order Authorization – May be granted by email and attached to this document.

Consultant:		
Tony Egelhoff		11/14/19
Name	Signature	Date
LPA:		
Dean Dunn		11/15/19
Name	Signature	Date
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
Nicole Taylor		11/26/19
Name	Signature	Date
LPS Manager or Construction Engineer (Construction Phase):		
Name	Signature	Date
FHWA: (FHWA Approval on Full Oversight Projects Only):		
Name	Signature	Date

Notice to Proceed  
will be granted by  
email by:  
LPS PC for  
Preliminary  
Engineering &  
CD PC for  
Construction  
Engineering.

FMIS Approval Date:

11/23/19

Notice to Proceed Date:

11/26/19

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

Preliminary and Final Design

Project Cost

Project Name:	36th St, Sheridan Rd - Platteview Rd, Bellevue
Project Number:	MAPA-5061(5)
Control Number:	22276
Location (City, County):	Bellevue, Sarpy County
Firm Name:	Olsson Associates
Consultant Project Manager:	Tony Egelhoff
Phone/Email:	(402) 341-1116 / tegelhoff@olsson.com
LPA Responsible Charge:	Dean Dunn
Phone/Email:	(402) 293-3025 / dean.dunn@bellevue.net
NDOR Project Coordinator:	Nicole Jaber-Taylor
Phone/Email:	(402) 479-3859 / nicole.taylor@nebraska.gov
Date:	November 14, 2019

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal		\$78.37	
Registered Land Surveyor	2	\$48.08	\$96.16
Environmental Scientist		\$44.66	
Project Manager	4	\$58.41	\$233.64
Senior Engineer		\$69.97	
Engineer		\$41.51	
Senior Designer/Technician		\$29.90	
Administrative		\$26.19	
Survey Party Chief	8	\$26.68	\$213.44
Surveyor I	8	\$21.00	\$168.00
Public Inv. Specialist		\$26.31	
TOTALS	22		\$711.24

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$50.00
Lodging/ Meals	
Other Miscellaneous Costs	\$250.00
TOTALS	\$300.00

Total Project Costs:	Amount
Direct Labor Costs	\$711.24
Overhead @ 176.53%	\$1,255.55
Total Labor Costs	\$1,966.79
Fixed Fee @ 12.80%	\$251.75
Facility Capital Cost of Money (FCCM) @ 0.68% (direct labor cost x FCCM%)	\$4.84
Direct Expenses	\$300.00
PROJECT COST	\$2,523.38

Consultant Independent Cost Estimate  
Project Cost

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
2/18/2020

COUNCIL MEETING DATE: 11/19/2020		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:**

Condemnation Tract C14, Permanent and Temporary Easements for 36th Street Improvement Project.

**SYNOPSIS/BACKGROUND:**

Tract C14 (aka 11829 Amerado Blvd, Bellevue, NE 68123) Pheasant Ridge Owner, LLC c/o John Stevenson, Cres Management Company refused the fair market appraisal provided by Mid West Right of Way which triggered this condemnation hearing. Attached is the final report of appraisers in the amount of \$12,290.00. This is an 80/20 split with NDOT.

FISCAL IMPACT: \$12,290.00 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 Condemnation 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: 6243	

**RECOMMENDATION:**

Approve the Condemnation, Permanent and Temporary Easements for the 36th Street Improvement Project.

**ATTACHMENTS:**

1. Final Report of Appraisers	2.	3.
4.	5.	6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*[Signature]*

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE, NEBRASKA  
A Municipal Corporation,

Petitioner-Condemner,

vs.

TRACT NO. C14 (a/k/a 11829 Amerado  
Blvd., Bellevue, BE 68123), Pheasant  
Ridge Owner, LLC c/o John Stevenson  
Cres Management Company,

and

Brian Zuger, as Sarpy County Treasurer

Respondents-Condemnees.

Case No. CI 19-5562

FINAL REPORT OF APPRAISERS

2020 JAN 31 AM 10:03  
CLERK OF THE COURT  
SARPY COUNTY NEBRASKA

COMES NOW, the undersigned, and report to the County Judge and to the Court, pursuant to Neb. Rev. Stat. 76-710, as follows:

FIRST: The undersigned are duly appointed, qualified, and acting members of the Board of Appraisers in this proceeding by virtue of the Appointment of Appraisers duly served upon us by the Sheriff of Sarpy County, Nebraska in this condemnation action, and after having taken and filed the Oath of Appraisers on or about January 17, 2020.

SECOND: On January 17, 2020, commencing at the hour of approximately 9:00 a.m., the undersigned heard any interested party who was present.

THIRD: Also, on or about January 31, 2020, commencing at the hour of approximately 9<sup>th</sup> AM, the undersigned (a) carefully inspected and viewed the property proposed to be taken as set forth in the Petition filed herein and incorporated herein by reference (the "Property") and also any other property of the Condemnee damaged thereby; and (b) heard any interested party who was present while the said Property was being inspected and viewed.



000853164C59

D

FOURTH: On or about January 31, 2020, the undersigned: (a) met and convened as a Board of Appraisers and (b) appraised the Property proposed to be taken and ascertained and determined the damages sustained by the Condemnees.

FIFTH: The undersigned hereby find and appraise all the damages suffered by reason of the taking of the access to the property described in the Petition, including interest, total

\$ 12,290<sup>00</sup>.


IN WITNESS WHEREOF, the undersigned have executed the FINAL REPORT OF APPRAISERS this 31<sup>st</sup> day of January, 2020.



Dan Wilder



Heather Dembinksi



Van Schroeder

Prepared & Submitted By:  
Bree Robbins #25335  
Attorney for Petitioner  
1500 Wall Street  
Bellevue, NE 68005  
Bree.robbs@bellevue.net

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
2/18/2020

COUNCIL MEETING DATE: 02/18/2020		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:

Two Springs Park and Play Ground Equipment Contract Approval.

SYNOPSIS/BACKGROUND:

Approve and award the proposal between the City of Bellevue Parks Dept. and Crouch Recreation for the new park and playground equipment for Two Springs Park Playground.

FISCAL IMPACT: \$62,648 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO N/A

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: ADA Playground Equipment Updates.		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME: ADA Playground Equipment Updates	CIP PROJECT NUMBER: PK20(1)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7040	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council approve the proposal between the City of Bellevue Parks Dept and Crouch Recreation for Two Springs Park and Playground Equipment and have the Mayor authorize and sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Hoblins*  
*[Signature]*




## City of Bellevue

### Parks Department

8201 South 42<sup>nd</sup> Street • Bellevue, Nebraska 68147 • (402) 293-3122

## MEMO

TO: Mr. Jeff Roberts P.E.  
Public Works Director

FROM: Jim Shada 

SUBJECT: Two Springs Park Playground Equipment

DATE: January 29, 2020

I would like approval to purchase new playground equipment for this park. It would replace the existing equipment, which is outdated and not ADA compliant.

Upon reviewing the three (3) proposals it is our recommendation to accept Crouch Recreation Design bid proposal. In our opinion, their playground structure provides a wider variety of play structures that would appeal to all age groups. (The bid proposals include installation.)

Crouch Recreation	\$62,648.00
Creative Sites, LLC	\$64,431.00
Outdoor Recreation	\$63,000.00

I recommend we award the bid to Crouch Recreation.

I would like to take this out of the Parks Department expense account #7040.

Thank you for this consideration.



2435 South 156th Circle  
Omaha, NE 68130  
Office (402) 496-2669 Toll Free (800) 747-7528  
Fax (402) 496-2018  
www.crouchrec.com

Quotation

eric@crouchrec.com · nicole@crouchrec.com · julie@crouchrec.com · dan@crouchrec.com · bob@crouchrec.com

Project:	Two Springs Park	January 31, 2020
Bill To:	City of Bellevue 8201 S 422nd St Bellevue, NE 68147	Ship To: Dostals Construction 13680 S 220th St Gretna, NE 68028
Contact:	Jim Shada	Contact:
Phone:		Phone:
E-mail:		

Est. Shipping

Terms - Net 30

Qty	Model #	Description	List Price	Sale Price
<b>Little Tikes</b>				
1	PB20-72227	PlayBuilders Sales Flyer Unit	\$30,248.00	\$22,100.00
1	NRG20-72226	NRG Sales Flyer Unit	\$36,836.00	\$23,000.00
1	200203606	Arch Swing with 4 Belt Seats Sales Flyer	\$2,337.00	\$1,749.00
1	200203413	Revolution Spinner Sales Flyer	\$4,607.00	\$3,299.00
<i>Sales flyer pricing good through June 30, 2020 including free freight</i>				
Installation of playground equipment only				\$12,500.00

Subtotal:	\$62,648.00
Freight:	Included
Sales Tax:	Exempt
<b>Total:</b>	<b>\$62,648.00</b>

Signed By: *Julie Conradson*  
Crouch Recreation

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES

PLEASE INITIAL FOR ACKNOWLEDGEMENT \_\_\_\_\_

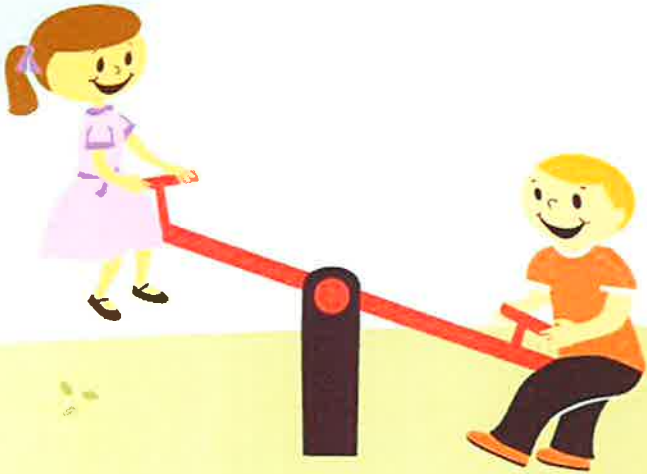
If applicable, please mail a copy of your tax exempt certificate and/or credit application.

QUOTES ARE VALID FOR 30 DAYS

Thank you for the opportunity to provide this quotation.

# Playground Renderings

## Two Springs Park

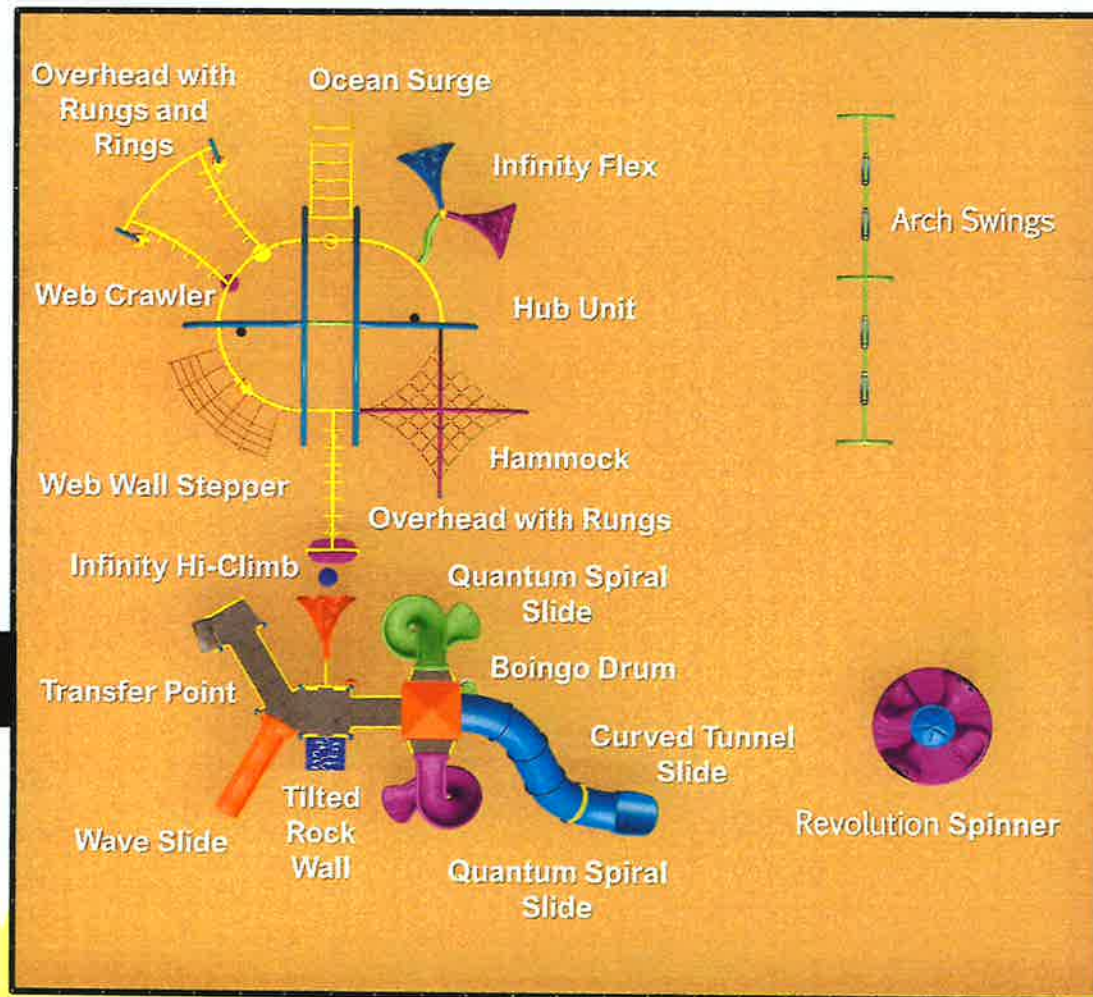




## Two Springs Park

# Top View

ADA Ramp

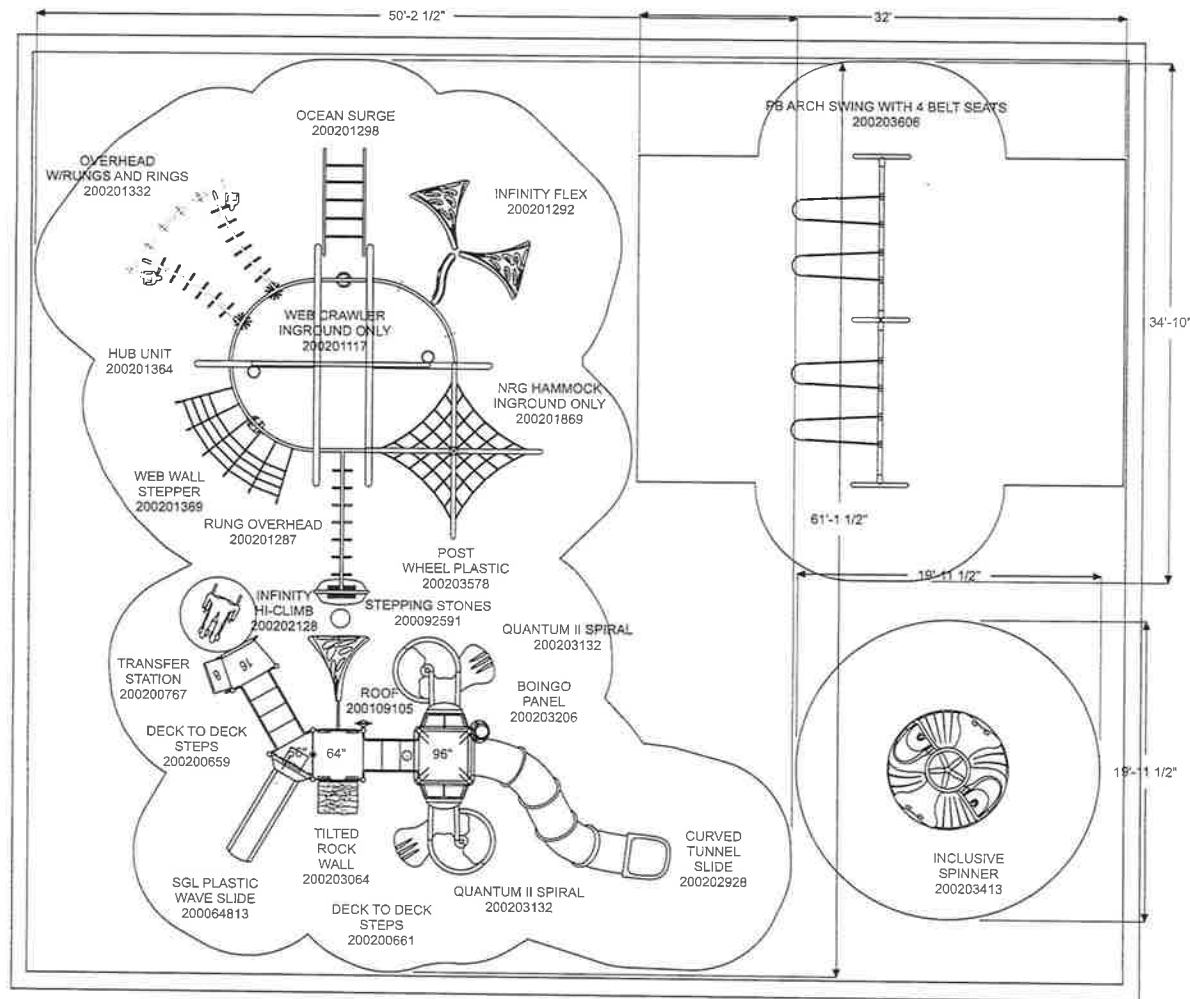


# General Notes:

## Age Group

☐ 2-5yrs ☒ 5-12 yrs ☐ 12-17yrs ☐ 18+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths. i.e. 96" represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.



little tikes. COMMERCIAL

Project:  
Two Springs Tikes  
Bellevue, NE  
LTCPS rep:  
Eric Crouch  
CROUCH RECREATION  
(402) 496-2669

Ground Space: 59'-0" x 49'-0"  
Protective Area: 72'-0" x 61'-6"

Drawn by: Julie Conradson  
Date: 1/22/2020  
DWG Name: R0011\_43850400030

LTCPS - Farmington  
878 East Highway 60  
Monett, Missouri 65708  
Voice: 1-800-325-8828  
Fax: 417-354-2273

## Playground Layout Compliance:

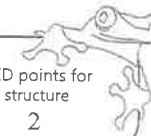
- ☒ ASTM F1487 - Playground Equipment for Public Use.  
☒ CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

2



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
2/18/2020

COUNCIL MEETING DATE: 02/18/2020		SUBMITTED BY: Jeff Roberts	
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:

Removal of all Electronics in City Council Chambers.

SYNOPSIS/BACKGROUND:

Remove of all Electronics in City Council Chambers prior to column removal.

FISCAL IMPACT: \$11,414.36 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Electronic Removal		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Removal of Electronics in City Council Chambers		
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:

City Council to Approve bid of \$11,414.36 for the removal of all electronics in the City Council Chambers prior to the removal of the column in the City Council Chambers by AVI. Have the Mayor authorize and sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Roberts*  
*[Signature]*  
*[Signature]*

# Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 990209  
Prepared For: Bellevue, City of  
Attn: Jeff Roberts

Proposal Date: January 08, 2020

## City of Bellevue (Chambers Renovations Project)

Prepared By: Kevin Keller  
Phone: (402)384-4563  
Email: kevin.keller@avisystems.com

### BILL TO

Attn: Jeff Roberts  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-3000  
Email: jeff.roberts@bellevue.net  
Customer Number: 9552

### SITE

Attn: Jeff Roberts  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-3030  
Email: jeff.roberts@bellevue.net

### COMMENTS

### PRODUCTS AND SERVICES SUMMARY

Equipment	\$226.40
Integration	\$11,160.94
PRO Support	\$0.00
Shipping & Handling	\$27.02
Tax	\$0.00
<b>Grand Total</b>	<b>\$11,414.36</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

### INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

## AGREED AND ACCEPTED BY

<p>_____ Company</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Date</p>	<p><b>AVI Systems, Inc.</b> _____ Company</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Date</p>
---	--

## CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

##### A. SUMMARY:

**Location:** City of Bellevue Chambers Room  
1500 Wall Street  
Bellevue, NE 68005

**Project Contact:** Jeff Roberts (402) 293-3030

**Site AV System Contact:** Staci Nelson (402) 293-3052

Customer is going to enter a construction project where the center post (located in the council chambers room) will be removed. The GC will splice/re-enforce the existing I-beam and be relocating the post to the West entrance/doorway and will be furred out in a gypsum column.

Anticipated Construction to occur 2/28/20 thru 4/1/2020. AVI will need work in GC and Customer to align with the schedule to be the first vendor in, and the last out as demo and re-installation and testing will need occur.

##### B. SYSTEM DESCRIPTION:

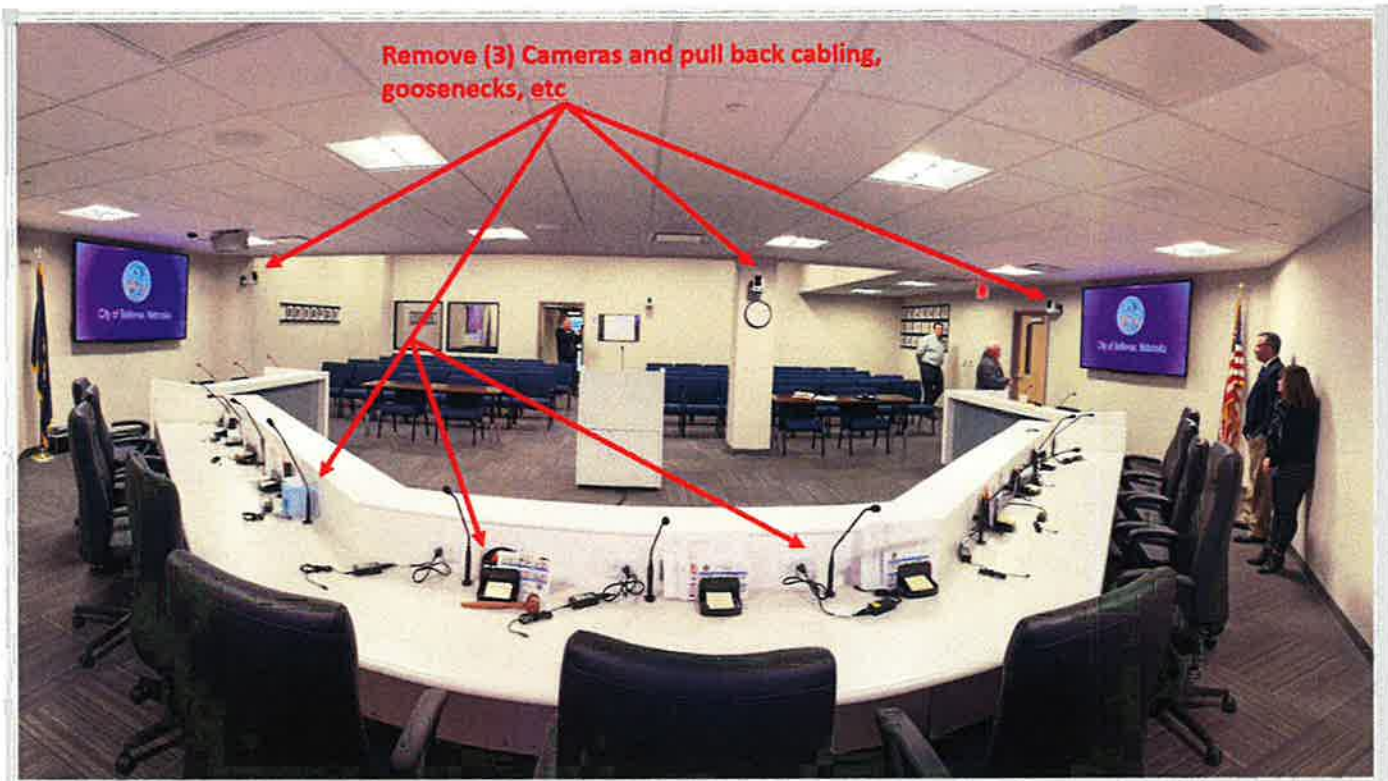
- a. AVI to demo the (2) large audience monitors that are wall mounted on the 12" soffit. It is expected the mounts will remain but AVI will pull the low-voltage cabling back to the j-hooks/cable tray, so they are out of the way for construction.
- b. AVI to demo the (3) wall mounted cameras and pull the low voltage cabling back to the j-hooks/cable tray.
- c. AVI to demo the (2) 90" wall mounted 90" monitors (on the East and West walls). It is expected the mounts and cabling will remain. AVI to store (and wrap) monitors in customers provided storage room. Monitors are not square, so they will need to be stood on narrow end up.
- d. AVI to pull out each of the Shure Gooseneck microphone heads for safe keeping in the AV room. This will prevent damage from GC wrapping the podium and council desks in plastic.
- e. AVI to power down the AV racks entirely and the misc. equipment in the AV room.
- f. AVI to power down AV equipment under Council Desks and Podium as appropriate.

Upon construction completion, paint and cleanup, AVI will return to site to re-install the four monitors. The center camera (formerly on a column) will now be installed from the drop tile in the same location via a slim pole/tile mount. The West camera (formerly on the wall) will be anticipated to move to the newly installed column but in near the same location.

AVI will re-program all new camera presets also conduct a thorough recertification and systems check of the AV system with customer to ensure the room is put back together and functioning as desired.

##### **Requirements / Notes for General Contractor / Customer:**

- a. Customer & CG will plastic-wrap and cover Council Desks, 90" monitor on north wall, Podium, and seal off the AV control booth to prevent dust and clean environment. GC may also wall off unoccupied area to assist with environment control.
- b. After visual inspection, the existing AV conduits in the general area of where the new post and I-beam splicing is to occur are not to be relocated or affected. If for unknown circumstances during construction require GC to move or damage these, AVI will bring to customers attention for resolution. This proposal does not reflect costs or labor to replace or repull any damaged cabling that may occur by GC in the event accidents occur.





**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

**D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

#### **E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

#### **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

## **G. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

## **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

**PRODUCTS AND SERVICES DETAIL**

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**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>Chambers Room</b>					
535-2000-290	VADDIO	DROP DN MT FOR SMALL PTZ CAMERAS - SHORT	1	\$226.40	\$226.40
<b>Sub-Total: Chambers Room</b>					<b>\$226.40</b>
<b>Integration</b>					
Project Management					\$465.39
On Site Integration					\$7,956.30
Integration Cables & Connectors					\$148.53
Testing & Acceptance					\$2,590.72
<b>Sub-Total: Integration</b>					<b>\$11,160.94</b>
<b><u>Total:</u></b>					<b><u>\$11,387.34</u></b>

*Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling*

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

**1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

**2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

**3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

**4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

**5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

**6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI.

**7. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

**8. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

**9. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

**10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install –** AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations –** Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
2/18/2020

COUNCIL MEETING DATE: 02/18/2020		SUBMITTED BY: Jeff Roberts		
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 Bid for City Hall Column Removal Project.

**SYNOPSIS/BACKGROUND:**

The column in the City Council Chambers have been impeding the sight from the council to the citizens. The removal of the column will remedy this conflict.

FISCAL IMPACT: \$82,651.80      BUDGETED FUNDS?: NO      GRANT/MATCHING FUNDS?: NO

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: City Hall Column Removal		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: City Hall Column Removal Project		
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:**

City Council to Approve lowest bid of \$75,138 plus 10% contingency totaling \$82,651.80 for the City Hall Column Removal Project by Lund-Ross Constructors. Have the Mayor authorize and sign.

**ATTACHMENTS:**

1. Bids	2. Contracts	3.
4.	5.	6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Roberts*  
*[Signature]*

# BELLEVUE PUBLIC WORKS DEPARTMENT

**PROJECT: City Hall Column Removal Project**

**DATE:** February 7, 2020

**TIME: 10:00am**

[illegible]

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 18<sup>TH</sup> day of February, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Lund-Ross Constructors ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the CITY HALL COLUMN REMOVAL PROJECT("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Seventyfivethousandonehundredthirtyeightdollarsandzerocents. (\$75,138) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Bree Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Lund-Ross Constructors  
4601 F Street  
P.O BOX 3688  
Omaha, Nebraska 68103

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

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

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"CITY HALL COLUMN REMOVAL PROJECT"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

## **EXHIBIT "B"**

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

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

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

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

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

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

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

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

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

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

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

"An Equal Opportunity Employer"

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

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

## ***CONTRACTS AND CONTRACTORS***

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/18/2020		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:

Police Vehicle Fleet Replacement

SYNOPSIS/BACKGROUND:

The Police Department has nine marked cruisers that are above the replacement threshold on mileage and need to be replaced. There are also nine unmarked vehicles used by detectives and staff that are either at the replacement threshold for mileage, mechanical wear and tear, or both that will need to be replaced as well. In addition, one code enforcement truck is above the mileage replacement threshold. The total number of vehicles being requested is nineteen. CIP has set aside \$500,00.00 for the purchase. Total cost of the new vehicles is \$517,611.00. Auction of vehicles by the city upon delivery is conservatively estimated at approximately \$72,500.00 bringing the Final Total at \$445,111.00

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
CIP PROJECT NAME: Cruiser Replacement		INSURANCE REQUIRED: NO <input type="text"/>
CIP PROJECT NUMBER: PO 20 (3)		
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>
ACCOUNTING DISTRIBUTION CODE: 10/20	ACCOUNT NUMBER: 7110	

RECOMMENDATION:

Recommend Approval to purchase new vehicles for the Police Fleet in the amount of \$517,611.00

ATTACHMENTS:

- |                             |                            |                          |
|-----------------------------|----------------------------|--------------------------|
| 1. Vehicle Replacement Memo | 2. Anderson Ford State Bid | 3. Beardmore Chevy Bid   |
| 4. City Fleet Memo          | 5. Gene Steffy State Bid   | 6. Ford Motor Gov't Memo |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer*  
*[Signature]*  
*[Signature]*

# Cruiser Replacement

02/06/20

## Standard:

Cars... Police Pursuit 6 Yrs or 80,000 miles

Cars...Normal Use 10 Yrs or 100,000 miles

## Hour Meter:

The engine hour meter which is incorporated into the engine measures the amount of idle time a motor runs while the vehicle is in the "P" or "N" position. The manufacturer then establishes a conversion rate to the standard engine odometer in a vehicle. For Ford Motor Company, they equate every hour of idle time to 33 miles of driving. The Dodge Motor Company equates every hour of idle time to 29 miles of driving. General Motors Corporation has not issued a rate conversion for their vehicles.

Therefore, a vehicle may appear to be low in miles, but in reality, could be much higher due to the hour meter and vehicle idle time inherent in Police work. For example, the Department K-9 Vehicles are idled for long periods of time due to their work assignment. If one of the K-9 vehicles shows it to have 79,337 on the odometer, but has an additional 8,136 idle hours on the engine, a more accurate number of mileage for the vehicle would be 339,689 miles, as the vehicle is approx. 5 years old.

## Identified Replacement Vehicles:

The vehicles on the following page are listed in order of year first and then mileage. A shared Cruiser averages about 20k a year and a single use Cruiser averages 10k a year. These numbers can fluctuate however, depending on the assignment of the single operator vehicle. Listed below are the vehicles with the mileage as of 01/30/20, as well as, the hour conversion to mileage which is extremely important due to the wear and tear it provides on the engine for Police Cruisers.

**Police Cruisers**

Cruiser #	Year	Model	Miles	Hrs to Miles	Total
1. 600	2012	Charger	95,753	6,891/199,839	295,592
2. 612	2012	Charger	93,296	6,183/179,307	272,603
3. 622	2015	Charger	94,056	5,113/148,277	242,333
4. 623	2010	Crown Vic	86,553	5,372/177,276	263,829
5. 625	2012	Charger	95,753	5,327/154,483	250,236
6. 635	2009	Crown Vic	99,401	3,438/113,454	212,855
7. 637	2008	Crown Vic	83,834	1,779/99,000*	182,834*
8. 638	2010	Crown Vic	76,802	4,487/148,071	224,873
9. 640	2012	Charger	95,181	5,647/163,763	258,944

\*\* Odometer was replaced. Actual hours would be around 3,000 based on avg.

**Subtotal: 9**

**Non-Pursuit Cars**

Veh#	Year	Model	Mileage	+ 5k Avg Miles by Auction
10. CE3	2008	Colorado	119,359	123,492
11.101	2006	Crown Vic	80,355	85,407
12. 102	2004	Tahoe	148,240	153,768
13. 105	2003	Crown Vic	93,432	98,432
14. 106	2006	Taurus	60,146	65,146
15.107	2006	Taurus	71,255	76,255
16. 113	2004	Taurus	105,523	110,523
17. 115	2004	Taurus	77,740	82,740
18. 117	2006	Crown Vic	99,455	104,455
19. 126	2003	Tahoe	158,114	163,114

**Subtotal: 10**

CIP money requested for the Budget was based on the belief Ford Motor Company would keep the same pricing for the same model year. The 2020 Ford model year Utility Hybrids bought by BPD in 2019 were \$34,321.00. The same 2020 Ford Utility Hybrids for this request are \$36,750.00. A difference of \$2,429.00. (9@2,429.00 = \$21,861.00)

2020 Ford Utility Hybrid*	9@\$36,750.00	Total \$330,750.00
2020 Ford Fusion	8@\$17,266.00	Total \$138,128.00
2021 Chevy Colorado 4x4	1@\$27,580.00	Total \$27,580.00
2020 Jeep Compass**	1@\$21,153.00	Total \$21,153.00

\* Gas Savings per Year estimated by Ford @ \$3.00 Gallon = \$3,800.00 (20k)

\* Cruisers are kept a minimum of five years before reaching end of service.

\* 5 year estimated savings on gas = \$19,000. (\$3.00 gallon/20k miles per year)

\*\* Jeep Compass is for Inv. Howell and his new K-9 partner Quinn. Vehicle is a small SUV with a rear cargo area for the animal.

**TOTAL : \$517,611 (19 vehicles)**

#### Vehicle Auction

2018/2019 Still to be auctioned this fiscal year conservatively estimated:

10 @ \$2,500.00 = \$25,000.00

2020 Auction this fiscal year currently estimated at: 19 @ \$2,500.00 = \$47,500.00\*

**Total = \$72,500.00**

**\$517,611.00**

**- \$72,500**

---

**GRAND TOTAL: \$445,111.00**

**CIP Funds Budgeted: \$500,00.00**

**\*If the Department were to trade those 19 vehicles in, Ford would give us only \$15,300.00**



## City of Bellevue

### Fleet Maintenance Department

2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## MEMORANDUM

**To:** Tom Dargy  
**From:** Todd Jarosz  
**Subject:** Vehicle Replacement  
**Date:** 2/7/2020

After reviewing the Police Department's inventory list of marked cruisers and unmarked vehicles, it is my recommendation that the following list of vehicles be replaced. My recommendation is made by the vehicles meeting or exceeding the vehicle replacement criteria and with further physical inspection. Include in the list are four Detective cars (Ford Taurus) that the undercarriages are extremely rusty. This rust is causing a structure weakness that is hindering the operation of the doors and could be a safety issue. This needs to be addressed.

CE3	2008	Colorado	119,359	miles
PO101	2006	Crown Vic	80,355	miles
PO102	2004	Tahoe	148,240	miles
PO105	2003	Crown Vic	93,432	miles
PO106	2006	Taurus	60,146	miles
PO107	2006	Taurus	71,255	miles
PO113	2004	Taurus	105,523	miles
PO115	2004	Taurus	77,740	miles
PO117	2006	Crown Vic	99,455	miles
PO126	2003	Tahoe	158,114	miles
PO600	2012	Charger	95,753	miles
PO612	2012	Charger	93,296	miles
PO622	2015	Charger	94,056	miles
PO623	2010	Crown Vic	86,554	miles
PO625	2012	Charger	95,753	miles
PO637	2008	Crown Vic	83,834	miles
PO638	2010	Crown Vic	76,802	miles
PO640	2012	Charger	95,181	miles
PO635	2009	Crown Vic	100,256	miles

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue



Capt. Tom Dargy  
Bellevue Police Dept  
1510 Wall St  
Bellevue Ne 68005  
Office 402-682-6664  
FBI NA 253

February 10th, 2020

### **State Contract #15047**

- 2020 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$34,043
- 18' Full face wheel covers with metal clips-standard
- Deduct \$40 for cloth rear seats-vinyl rear
- Deduct \$99 LEDS on License plates
- Deduct \$99 LEDS on Push Bumper
- Deduct \$100 on 100 watt siren speaker
- Deduct \$350 on aux battery
- Hybrid engine--\$3,395
- Push Bumper—standard

Black exterior, vehicles keyed alike with full wheel covers.

**State Contract Price: \$36,750 x 9 vehicles=\$330,750**

### **State Contract #15195**

- 2020 Ford Fusion S: \$17,266
- 8 vehicles=\$138,128 total
- Vehicles need to be ordered by 2/27/2020

### **Bobby Colclasure**

*Commercial & Fleet Director*  
2500 Wildcat Dr., Lincoln, NE 68521  
Cell-402-617-4521

**Because People Matter...**

We will serve your needs by always doing what is right.



**LINCOLN NORTH**  
2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

**LINCOLN SOUTH**  
3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
(Opening Fall 2011)

**GRAND ISLAND**  
120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

**ST. JOSEPH**  
2207 North Bell Highway  
St. Joseph, MO 64506  
816 383 8000

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

## CONTRACT NUMBER

**15195 OC**

**E15 PRIMARY AWARD**

PAGE 1 of 2	ORDER DATE 10/15/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS:  AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 31, 2019 THROUGH OCTOBER 30, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6131 OF

Contract to supply and deliver 2020 OR CURRENT PRODUCTION YEAR COMPACT 4 DOOR SEDANS E15 COMPLIANT to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

The Unit Price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD FUSION

IMPORTANT NOTE: When generating a Purchase Order(s) a paint line providing the Exterior Color, Interior Color, and Seat Color must be selected. Please see the attached color chart(s) for color(s) and color code(s).

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure  
Phone: 402-617-4521  
E-Mail: bobbyc@andersonautogroup.com

mel 10/11/19

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2020 OR CURRENT PRODUCTION YEAR COMPACT 4 DOOR SEDAN E15 COMPLIANT MAKE/MODEL: FORD FUSION SERIES, CODE, TRIM LEVEL: POG, 100 A, S ENGINE: 2.5L I4 IVCT EPA: 21/31/25 MSRP: \$24,210.00	95.0000	EA	17,266.0000

10-28-19  
Christie Kelly  
BUYER  
MATERIAL ADMINISTRATOR  
10/28/19  
10/31/19

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15195 OC**

PAGE 2 of 2	ORDER DATE 10/15/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	ENGINE: 1.5L ECOBOOST-SE MODEL	95.0000	EA	1,895.0000
3	FULL-SIZE SPARE TIRE	95.0000	EA	495.0000
4	ADDITIONAL FOB	95.0000	EA	295.0000
5	NO ADDITIONAL COST STANDARD PAINT LIST ATTACHED	10,000.0000	\$	0.0000
6	EXTRA COST PAINT LIST ATTACHED	10,000.0000	\$	1.0000
7	ALL WHEEL DRIVE (AWD)	95.0000	EA	5,595.0000
8	REVERSE SENSING SYSTEM	95.0000	EA	295.0000
9	ADDITIONAL MANUFACTURER WARRANTY OF 5 YEAR/100K PREMIUM CARE	95.0000	EA	2,995.0000
10	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	95.0000	EA	395.0000
11	ADDITIONAL DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES ONLY APPLY TO VEHICLES PURCHASED BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT)	1.0000	LS	395.0000

  
BUYER INITIALS



Capt. Tom Dargy  
Bellevue Police Dept  
1510 Wall St  
Bellevue Ne 68005  
Office 402-682-6664  
FBI NA 253

February 10th, 2020

### **State Contract #15047**

- 2020 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$34,043
- 18' Full face wheel covers with metal clips-standard
- Deduct \$40 for cloth rear seats-vinyl rear
- Deduct \$99 LEDS on License plates
- Deduct \$99 LEDS on Push Bumper
- Deduct \$100 on 100 watt siren speaker
- Deduct \$350 on aux battery
- Hybrid engine--\$3,395
- Push Bumper—standard

Black exterior, vehicles keyed alike with full wheel covers.

**State Contract Price: \$36,750 x 9 vehicles=\$330,750**

### **State Contract #15195**

- 2020 Ford Fusion S: \$17,266
  - 8 vehicles=\$138,128 total
- Vehicles need to be ordered by 2/27/2020

### **Bobby Colclasure**

*Commercial & Fleet Director*  
2500 Wildcat Dr., Lincoln, NE 68521  
Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

**LINCOLN NORTH**  
2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

**LINCOLN SOUTH**  
3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
(Opening Fall 2011)

**GRAND ISLAND**  
120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

**ST. JOSEPH**  
2207 North Belt Highway  
St. Joseph, MO 64506  
816 383 8000

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

## CONTRACT NUMBER

**15096 OC**

SECONDARY AND  
E85 AWARD

PAGE 1 of 5	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS:  AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 11, 2019 THROUGH MARCH 10, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5993 OF

Contract to supply and deliver 2019 or Current Production Year Police Midsize Utility Vehicle All Wheel Drive 5 Passenger as per the attached specifications, for the contract period March 11, 2019 through March 10, 2020. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Secondary Award Make/Model: FORD POLICE INTERCEPTOR UTILITY 2020  
E85 Award Make/Model: POLICE INTERCEPTOR UTILITY 2020

**IMPORTANT NOTE:** Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 120 DAYS

Vendor Contact: Bobby Colclasure  
Phone: 402-617-4521  
E-Mail: bobbyc@andersonautogroup.com

(bs02/26/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER 2019 OR CURRENT PRODUCTION YEAR MINIMUM WHEELBASE: 112.6" MINIMUM ENGINE SIZE: 3.3L	20.0000	EA	34,043.0000 3,395 <sup>00</sup>

2-28-19  
m  
Christie Kelly 2/28/19  
BUYER  
MATERIEL ADMINISTRATOR 2/20/19

# STATE OF NEBRASKA CONTRACT AWARD

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**CONTRACT NUMBER**  
**15096 OC**

PAGE 2 of 5	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MINIMUM TIRE SIZE: 18"			
	MAKE: FORD			
	MODEL: POLICE INTERCEPTOR UTILITY 2020			
	SERIES, CODE, TRIM LEVEL: K8A, 500A, PUR			
	ENGINE: 3.3L V6			
	EPA: 16 CITY/21 HWY.			
	DELIVERY TIME AFTER RECEIPT OF ORDER (NUMBER/DAYS): 120			
	MSRP AS BID: 39,325			
	THE ORIGINAL MANUFACTURER'S STATEMENT OF ORIGIN, A SERVICE AUTHORIZATION CARD AND A PROPERLY EXECUTED SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH VEHICLE WHEN DELIVERED.			
2	E85 POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER 2019 OR CURRENT PRODUCTION YEAR	20.0000	EA	34,043.0000
	MAKE: FORD			
	MODEL: POLICE INTERCEPTOR UTILITY 2020			
	SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV			
	ENGINE: 3.3L			
	EPA: 16 CITY/21 HWY			
	GVWR: 6300			
	DELIVERY TIME AFTER RECEIPT OF ORDER (NUMBER/DAYS): 120			
	MSRP AS BID: 39,325			
	THE ORIGINAL MANUFACTURER'S STATEMENT OF ORIGIN, A SERVICE AUTHORIZATION CARD AND A PROPERLY EXECUTED SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH VEHICLE WHEN DELIVERED.			

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**15096 OC**

PAGE 3 of 5	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
OPTIONS: OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATIONS AND MUST BE FACTORY INSTALLED.  QUOTES MUST BE FURNISHED, IF AVAILABLE, FOR ITEMS LISTED BELOW IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN THE SPECIFICATIONS.  ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL).				
3	ENGINE OTHER ENGINE SIZE: 3.0L ECOBOOST	20.0000	EA	3,995.0000
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-40.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	DEEP TINT GLASS ALL EXCEPT WINDSHIELD AND FRONT DOORS	20.0000	EA	375.0000
7	DRIVER SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	-150.0000
8	DUAL SIDE SPOTLIGHT	20.0000	EA	625.0000
9	DOMELIGHT (DEDUCT)	20.0000	EA	-25.0000
10	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
11	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OR CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA WOULD BE FOR VEHICLES PURCHASED BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT	20.0000	EA	450.0000
12	TWO (2) VERTICAL MOUNTED CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER BLACK BEZEL WITH CLEAR LENSES SHOCK AND WATER RESISTANT LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS	20.0000	EA	-99.0000

*CK*  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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PAGE 4 of 5	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

**CONTRACT NUMBER**  
**15096 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MINIMUM OF THREE (3) LED'S IN EACH MODULE FACTORY OR DEALER INSTALLED (DEDUCT)			
13	TWO(2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS BLACK BEZEL WITH CLEAR LENSES SHOCK AND WATER RESISTANT LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS MINIMUM OF THREE (3) LED'S IN EACH MODULE FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-99.0000
14	100 WATT SIREN SPEAKER INSTALLED IN CENTER ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-100.0000
15	SETINA PB 400 PUSH BUMPER INCLUDING INSTALLATION ON FRONT OF VEHICLE FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-299.0000
16	AUXILIARY BATTERY DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE AND CABLE (1 GAUGE OR LARGER) (DEDUCT)	20.0000	EA	-350.0000
17	HANDS FREE BLUETOOTH WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR VOICE COMMAND FACTORY OR DEALER INSTALLED	20.0000	EA	375.0000
18	WHITE LED SPOTLIGHT FACTORY OR DEALER INSTALLED	20.0000	EA	295.0000
19	3.3L HYBRID ENGINE	20.0000	EA	3,395.0000
20	TWO-TONE VINYL PKG. NO. 1 (VINYL OR FRONT AND REAR DOORS AND ROOF)	20.0000	EA	995.0000
21	TWO-TONE VINYL PKG. NO. 2	20.0000	EA	995.0000

*CKP*  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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**CONTRACT NUMBER**  
**15096 OC**

PAGE 5 of 5	ORDER DATE 02/26/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	(VINYL ON ROOF AND HOOD)			
22	TWO-TONE VINYL PKG. NO. 3 (VINYL ON FRONT DOORS AND ROOF)	20.0000	EA	895.0000
23	UPGRADE SIREN SPEAKER TO CODE 3 (JONES AUTO)	20.0000	EA	195.0000
24	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA (JONES AUTO)	20.0000	EA	495.0000

  
BUYER INITIALS



Tony Gratson  
Government Sales Manager  
North American Fleet, Lease & Remarketing Operations

16800 Executive Plaza Drive  
MD 6N-1A  
Dearborn, MI 48126

October 25, 2018

**To:** All Ford Government and Law Enforcement Customers

**Subject:** Police Interceptor (PI) Utility, Police Responder Hybrid Sedan, F150 Police Responder, and Special Service Vehicle (SSV) Update

The following provides the latest information on the 2020 MY PI Utility, Police Responder Hybrid Sedan, SSV Plug-in Hybrid Sedan, F150 Police Responder, and Transit Prisoner Transport Vehicle (PTV).

**Police Interceptor - #1 Police Vehicle Brand**

- Market share is over 67% - 2018 calendar year-to-date.
- PI Utility is the most purchased police vehicle in the industry – outselling all other police vehicles combined.

**2019 Police & Special Service Vehicles Brochure**

- The brochure contains information on safety, comfort, durability, parts commonality, performance and optional equipment and packages for the PI Utility, Police Responder Hybrid Sedan and F150 Police Responder.
- A section on other models available for special service use including the Plug-in Hybrid Sedan, Expedition, F150, Transit Vans and more is also included.
- The Police Advisory Board members, who provide input to help with vehicle equipment and design, are listed on the inside back cover and act as liaisons and resources to law enforcement agencies.
- The back cover has contact information for Ford Motor Company Government Sales, Ford Credit and Ford Fleet Customer Service personnel that support government and law enforcement customers.
- There is a downloadable Police & Special Service Vehicles Brochure and more information at [https://www.ford.com/cmslibs/content/dam/brand\\_ford/en\\_us/brand/resources/general/pdf/brochures/2019\\_Police\\_Brochure.pdf](https://www.ford.com/cmslibs/content/dam/brand_ford/en_us/brand/resources/general/pdf/brochures/2019_Police_Brochure.pdf)

**Note:** The final order due date for the 2019 MY PI Utility was 9/21/18.

**2020 MY Police Interceptor (PI) Utility (All-New – Now Accepting Orders)**

- Purpose-built for law enforcement applications, the next-generation Ford PI Utility comes standard with a state-of-the-art hybrid AWD powertrain for improved performance, along with significant fuel savings (\$3,800 per vehicle/per year at \$3.00 per gallon – see multi-year chart below) savings and lower CO2 emissions compared to 3.7L AWD offering.
- There are no compromises in passenger space, cargo space or safety. In addition to the enhanced police durability-cycle testing, it continues the unique distinction of being the only pursuit-rated vehicle designed and engineered for the 75-mph rear-impact crash standard. All other vehicles only meet the 50 mph federal standard.
- A built-in Ford modem is standard, along with a complimentary 2-year Ford Telematics subscription. It provides a powerful, simple-to-use tool that delivers manufacturer-grade information, insights and solutions – including fuel savings, CO2 emissions, vehicle health and more.
- **New Standard Features (over \$2,000 value compared to 2019 MY):**
  - Ford Modem with 2-year complimentary Ford Telematics, Bluetooth capability with cellphone pass-through voice commands
  - LED low and high beam headlamps with factory-integrated wig-wag and pre-drilled holes for user-installed warning strobes
  - 4-user configurable steering wheel mounted switches
  - Class III Trailer Tow Receiver (up to 5,000 lbs.)
  - Dual-Zone Electronic Temperature Control
  - Tilt and Telescoping Steering Wheel
  - Automatic on/off Headlamps
  - Deep Sand/Snow Traction Control

- **New Available Features:**

- Factory-installed Police Perimeter Alert System that monitors approximately 270-degrees of movement outside of the vehicle and springs into action when threatening behavior is detected
- Rear Camera On-Demand
- Pre-Collision Assist with Forward Collision Warning and Automatic Emergency Braking (\$145 MSRP – includes a unique temporary disable switch for law enforcement)
- Trailer Tow Lighting Package
- Heavy Duty AGM 12V Battery (92 amp-hr., 900 CCA).

The following shows the fuel savings benefit of the 2020 MY PI Utility AWD Hybrid versus the 3.7L PI Utility AWD assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
\$3.00	\$3,800	\$7,600	\$11,400	\$15,200	\$19,000	\$22,800
\$3.50	\$4,500	\$9,000	\$13,500	\$18,000	\$22,500	\$27,000
\$4.00	\$5,100	\$10,200	\$15,300	\$20,400	\$25,500	\$30,600
\$4.50	\$5,700	\$11,400	\$17,100	\$22,800	\$28,500	\$34,200

Note: Visit [www.fordpoliceinterceptor.com](http://www.fordpoliceinterceptor.com) for calculation details and to calculate your own agency's potential savings.

#### 2020 MY PI Utility (PIU) – Michigan State Police Vehicle Test Results

- PIU with the 3.0L EcoBoost engine.
  - Fastest 0-60 and 0-100 mph times, fastest lap and fastest average lap of all vehicles tested, including smaller V8 powered sedans.
  - Top speed was 150 mph, the fastest of any vehicle tested.
- PIU with the standard 3.3L AWD hybrid powertrain (HEV).
  - Fastest 0-100 time, fastest lap and fastest average lap of all Utility vehicles tested, including those with V8 engines (excluding PIU 3.0L EcoBoost).
  - Top speed was 137 mph, the fastest of all Utility vehicles tested, including those with V8 engines (excluding PIU 3.0L EcoBoost).

#### 2019 MY Police Responder Hybrid Sedan

- The all-new 2019 MY Police Responder Hybrid Sedan is the first pursuit-rated hybrid to market. Purpose-built for the police duty cycle, is outfitted in the heavy-duty, upfit-friendly style of the Police Interceptors.
- This forward thinking hybrid is optimized for local patrol and has a projected EPA-estimated rating of 40 mpg City (saves an estimated \$4,200 in fuel savings per year/per vehicle – see multi-year chart below).
- Ford Telematics is standard. All Police Responder Hybrid Sedans come with a built-in Ford modem and 2-year complimentary Ford Telematics subscription.
- The Police Responder Hybrid Sedan reduces engine idle time by powering its electrical load with the lithium-ion battery; the engine is only required intermittently to top off the battery.

The following shows the fuel savings benefit of the Police Responder Hybrid Sedan versus the PI Sedan with standard 3.7L AWD, assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
\$3.00	\$4,600	\$9,200	\$13,800	\$18,400	\$23,000	\$27,600
\$3.50	\$5,400	\$10,800	\$16,200	\$21,600	\$27,000	\$32,400
\$4.00	\$6,200	\$12,400	\$18,600	\$24,800	\$31,000	\$37,200
\$4.50	\$7,000	\$14,000	\$21,000	\$28,000	\$35,000	\$42,000

Note: Visit [www.fordpolicesponder.com](http://www.fordpolicesponder.com) for more details and to calculate your own agency's potential savings.

### **2019 MY SSV Plug-in Hybrid Sedan**

- The all-new 2019 MY Special Service Vehicle (SSV) Plug-in Hybrid Sedan is the first Ford plug-in hybrid police vehicle to market. It is aimed squarely at specialized, non-pursuit applications like detective, investigation and administrative.
- The EPA-estimated all-electric rating is 25 miles – patrol in this all-battery mode at speeds up to 85 mph. When you surpass the estimated 25 miles, the vehicle seamlessly transition into gasoline-electric hybrid mode.
- While in the gasoline-electric hybrid mode, the estimated EPA rating is combined 42 mpg with a projected EPA-estimated range of 610 miles.

### **2019 MY F150 Police Responder**

- The all-new 2019 MY F150 Police Responder is the first-ever pursuit rated pickup truck in the market, providing the highest horsepower and torque of any pursuit-rated police vehicle.
- The standard 3.5L EcoBoost engine is paired with a 10-speed SelectShift automatic transmission and produces 375 horsepower and 470 lb.-ft. of torque.
- The vehicle offers the most interior passenger volume of any pursuit-rated police vehicle with 131.8 cu. ft. In addition, the vehicle comes standard with a column shifter, heavy-duty cloth seats with reduced bolsters for comfort with a duty belt and anti-stab plates in seat backs, and vinyl flooring and rear seat for easy cleaning.
- Upgraded brake calipers and unique brake pad-friction material deliver necessary performance. In addition, the 18" 6-spoke machined aluminum wheels wrapped in Goodyear Wrangler tires with all-terrain traction help to conquer severe environments.
- FX4 off-road package content is standard and includes off-road tuned shock absorbers and underbody skid plates. The rear axle is electronic locking, and there is the added benefit of Hill Descent Control.

**Note:** Crown North America is providing police equipment options for the new 2019 MY F150 Police responder and the F150 Special Service Vehicle (SSV). For additional information go to [www.crown-na.com](http://www.crown-na.com).

**2019 MY Transit Prisoner Transport Vehicle (PTV)** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- The Built Ford Tough RWD line-up can be compartmentalized and customized with heating, cooling, lighting, surveillance cameras and more.
- Unibody construction with choice of three roof heights, lengths, and powertrains (including EcoBoost and diesel options).
- CNG/Propane Gaseous Engine Prep Package conversion and flex-fuel capability available with the 3.7L Ti-VCT V6 engine.
- Maximum payload rating of up to 4,650 lbs.

### **Modifiers Guide and Technical Training**

- To access modifiers guides or information on technical training on Ford Police Vehicles go to <https://fordbbas.com/vehicleModel/PoliceVehicle>

**Vehicle Special Order (VSO)** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- Customers with questions regarding VSO should contact their local Ford dealer or the Ford Customer Information Center (FCIC) at 1-800-34-FLEET.

**Ford Credit Municipal Finance Program** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- Given today's budget constraints, discovering Municipal Lease/Purchase Financing could be of significant help in acquiring the essential equipment needed for your fleet (when you need it) – without the major cash outlays or long-term debt obligations. Financing options include;
  - Non-appropriation clauses, flexible payment terms (24, 36, 48, 60), flexible repayment schedules (monthly, quarterly, semi-annual and annual)
  - ESP, equipment and accessories may be included in amount financed
- The Ford Credit Municipal Finance Team stands ready to assist you with structuring a plan and answering any questions you may have. They can be reached at 1-800-241-4199 or you can visit them online at [www.fordcredit.com/municipal-finance](http://www.fordcredit.com/municipal-finance)

## **Fleet Service Operations**

- **Benefits of using Ford Parts Cataloging and on Line Shopping ([www.fordparts.com](http://www.fordparts.com)):**
  - Complete Original Equipment (OE) catalog featuring VIN-filtering
  - One-stop shop for Ford, Motorcraft, Omnicraft parts and Ford Accessories
  - High-quality parts images, line-art diagrams and detailed descriptions
  - Live chat and full service call center to help Fleet customers find the right parts
  - Upload and save a list of VIN's for the ability to search with VIN accuracy
  - Set parent/child purchasing relationships inside the fleet organization using "My Buyer" features
  - Accept sponsorship from your preferred dealer for your 1:1 pricing and fulfillment options
- **Motorcraft:** Nothing beats the original. Trust only Ford and Motorcraft parts, available exclusively through your Ford dealership ([www.motorcraft.com](http://www.motorcraft.com)).
- **Ford Fleet Care:** Pay one monthly consolidated bill for maintenance, repair and parts needs for Fleets of all sizes. Apply now at [www.fleetcare.ford.com](http://www.fleetcare.ford.com).
- **Quick Lane:** With over 700 convenient location nationwide, Quick Lane can handle maintenance and light repair work on all makes and models using competitive part pricing (new tires, oil change, air conditioning repair, etc.). No appointment necessary. For additional information visit <http://www.quicklane.com>.

## **Crown North America – Police Interceptor Ship-Through**

- Crown North America, industry leading vehicle integration specialists, operates an upfit operation located near the Police Interceptor assembly plant. This ship-through facility is available to support your vehicle upfitting needs.
- For additional information call 1-800-585-1774 or go to [www.crown-na.com](http://www.crown-na.com).

## **2019 MY First Responder Appreciation Program**

- "First Responder Appreciation Cash" is available exclusively for active Police, Fire and EMT's.
- This program provides Police, Fire and EMT's and members of their household an additional \$500 cash bonus toward the purchase or lease of an eligible Ford or Lincoln vehicle.
- Bonus cash can be combined with most publicly offered incentives.
- Verification is required and some exclusion's do apply.
- For additional information go to <https://www.fordspecialoffer.com/firstresponders/>

The Ford Government Sales Department and our Ford dealers are here to serve you. If you have any questions, please contact your local Ford dealership, call the Ford Fleet Customer Information Center (FCIC) at 1-800-34-FLEET (Option #2), or the appropriate person listed on the back of the brochure or me.

Thank you for purchasing Ford vehicles. Ford Motor Company is committed to the government and law enforcement industries and our police vehicle legacy continues with the Police Interceptor Utility and new additions including the Police Responder Hybrid Sedan and F150 Police Responder. If you need any assistance, please let us know. We look forward to serving you.

Sincerely,

Tony Gratson  
[tgratson@ford.com](mailto:tgratson@ford.com)  
313-390-1041

# POWERFULLY EFFICIENT: THE FIRST-EVER PURSUIT-RATED HYBRID POLICE UTILITY ALL-NEW 2020 POLICE INTERCEPTOR® UTILITY<sup>1</sup>

## STANDARD HYBRID AWD WITH NO TRADE-OFFS

**From power and performance, to capability and capacity, it's all about making the best-selling police vehicle in the U.S.<sup>2</sup> better than ever.**

Purpose-built for police duty, the next-generation Ford Police Interceptor Utility is outfitted with a state-of-the-art hybrid AWD powertrain for improved performance, along with significant potential fuel savings and lower CO<sub>2</sub> emissions. There are no trade-offs in passenger space, cargo space or safety measures. In addition to the enhanced police durability-cycle testing, it continues the got-your-back tradition of being 75-mph rear-impact crash-tested.

**At the forefront of helpful technology, this Police Interceptor Utility is equipped with Ford Telematics<sup>™</sup> and Bluetooth<sup>®</sup> wireless connectivity as standard issue.** The built-in Ford modem is standard, along with a complimentary 2-year Ford Telematics subscription. It's a powerful, simple-to-use tool that delivers manufacturer-grade information, insights and solutions — including fuel savings, CO<sub>2</sub> emissions, vehicle health and more — right to your fingertips. In addition, officers can make and take calls with both hands on the wheel thanks to the standard Bluetooth configuration that features pass-through cell phone voice commands, which are initiated simply at the press of a steering wheel-mounted button. The more tech the mightier.

<sup>1</sup>Available Summer 2019. <sup>2</sup>According to Ford analysis of IHS Markit new vehicle registration data for full year 2017.



FORD FLEET

## RESPONSIVE TO YOUR RIGHT FOOT – AND BUDGET

The all-new 2020 Police Interceptor<sup>®</sup> Utility – that comes standard as a hybrid electric vehicle (HEV) with AWD – offers significant potential fuel savings. Its lithium-ion hybrid battery can provide added benefits when considering the unique idling demands of day-to-day police use.

**While driving.** Police Interceptor Utility (standard HEV AWD) projected fuel economy compares favorably against the Police Interceptor Utility (3.7L AWD).

### PI Utility (3.7L AWD)

**20,000** miles driven per year  
**÷ 17 mpg** (EPA-estimated combined rating)<sup>1</sup>  
**= 1,176** gallons of fuel consumed per year

### All-New PI Utility (standard HEV AWD)

**20,000** miles driven per year  
**÷ 24 mpg** (projected EPA-estimated combined rating)<sup>2</sup>  
**= 833** gallons of fuel consumed per year

The all-new PI Utility (standard HEV AWD) potentially saves **343** gallons of fuel per year, per vehicle.

**While stopped.** Even when not in motion, police vehicles must constantly keep their engines running to power electrical equipment. Ford data shows that police vehicles spend approximately 61% of each shift at engine idle. This equates to roughly 4.9 hours of every 8-hour shift. The Police Interceptor Utility (standard HEV AWD) reduces engine idle time by powering the high electrical loads of a police vehicle with its lithium-ion battery. So the engine runs less – intermittently called upon to top off the battery.

### PI Utility (3.7L AWD)

**4.9** hours idling per 8-hour shift  
**x .465** gallons of fuel consumed per hour<sup>3</sup>  
**x 2** shifts per day  
**x 365** days per year  
**= 1,663** gallons of fuel consumed per year

### All-New PI Utility (standard HEV AWD)

**4.9** hours idling per 8-hour shift  
**x .204** gallons of fuel consumed per hour<sup>3</sup>  
**x 2** shifts per day  
**x 365** days per year  
**= 730** gallons of fuel consumed per year

The all-new PI Utility (standard HEV AWD) potentially saves **933** gallons of fuel per year, per vehicle.

**In summary, the all-new 2020 Police Interceptor Utility (standard HEV AWD) potentially saves:**

An estimated **343** gallons of fuel per year while driving.

(+) An estimated **933** gallons per year saved while vehicle is at idle.

(=) An estimated **1,276** total gallons saved per year.

That's **\$3,190** in potential savings per year, per vehicle. (Assuming an example gas price of \$2.50 per gallon.)

And a potential **22,560 lbs.** of CO<sub>2</sub> output<sup>4</sup> reduced per year, per vehicle.

Visit **[fordpoliceinterceptor.com](http://fordpoliceinterceptor.com)** to calculate your own agency's potential savings.

EPA-estimated rating of 17 combined mpg. Actual mileage will vary. <sup>1</sup>Projected EPA-estimated rating of 24 combined mpg. Actual mileage will vary. Final EPA-estimated ratings not yet available. <sup>2</sup>Idle Fuel Consumption estimates are based on fuel flow measurements taken during 2 hours of continuous idling. Vehicles were driven for 18 miles at highway speeds prior to idling. Idle testing was conducted in an indoor facility at 73°F. The following vehicle accessories were activated during the test: Climate Control A/C, set to full cool condition; Vehicle audio system, set to 30% of maximum volume. An electrical power draw load box drawing 32 amps was also connected to each vehicle's 12-volt battery to simulate the following estimated Police accessory loads: Emergency Lights (est. 25 amps); Laptop Computer (est. 3 amps); Police Radio (est. 4 amps). Additional testing details are available at [ford.to/2H9q8Fr](http://ford.to/2H9q8Fr). <sup>3</sup>Burning a gallon of E10 ethanol fuel produces about 17.68 pounds of CO<sub>2</sub> emitted from the fossil fuel content, according to data provided by the U.S. Energy Information Administration (<http://ford.to/eiareport>). <sup>4</sup>Available feature. <sup>5</sup>Do not use for pursuit while towing. <sup>6</sup>Volumes are rounded down to the nearest whole number.

## MUST-HAVE OPTIONAL EQUIPMENT

**Utilizing 270-degree monitoring of movement outside the vehicle, Perimeter Alert<sup>5</sup> is an enhanced version of Surveillance Mode.** It analyzes motion to determine if the behavior is a potential threat; a visual display in the center stack shows moving objects, the motion trail and threat level. If the system detects suspicious behavior, a chime sounds, windows roll up and doors lock. Add to the mix with Rear Camera On Demand<sup>6</sup> which can be manually activated at a moment's notice. Pre-Collision Assist with Pedestrian Detection, including Forward Collision Warning and Automatic Emergency Braking<sup>5</sup> acts in the name of officer safety. A Class III Trailer Tow Lighting Package<sup>5,6</sup> is also now offered. Plus, a heavy-duty AGM battery<sup>5</sup> (92 amp-hr, 900 CCA) handles hundreds of charge-discharge cycles. These are just a few of the new helpful features.

## CAPACITIES<sup>7</sup>

	PI Utility (3.7L AWD)	All-New PI Utility (standard HEV AWD)
Passenger volume	118 cu. ft.	118 cu. ft.
Cargo volume – Behind 1st row	85 cu. ft.	89 cu. ft.
Behind 2nd row	48 cu. ft.	50 cu. ft.
Total interior volume	166 cu. ft.	168 cu. ft.
Seating	5	5

## JOIN THE FORD ELECTRIFICATION RANKS

The all-new 2020 Ford Police Interceptor Utility (standard HEV AWD) comes hot on the heels of a pair of all-new 2019 Ford police hybrid vehicles: the Police Responder<sup>™</sup> Hybrid Sedan and Special Service Plug-In Hybrid Sedan. Like the Police Interceptor Utility, the Police Responder Hybrid Sedan is pursuit rated; the Plug-In Hybrid Sedan is intended for specialized, non-pursuit applications.



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[fleet.ford.com](http://fleet.ford.com)

Vehicles shown are preproduction models. • Vehicles shown may contain optional or modifier-installed equipment. • Ford Motor Company reserves the right to change product specifications at any time without incurring obligations. • The Bluetooth word mark is a trademark of the Bluetooth SIG, Inc. • ©2018 Ford Motor Company 20FLTHC

Just the facts: [fordpoliceinterceptor.com](http://fordpoliceinterceptor.com)

## **2020 Jeep Compass Sport**



**Gene Steffy Chrysler**



Gene Steffy Chrysler  
2545 E 23rd Fremont, Nebraska 68025  
Toll Free: 800-642-7033 Phone: 402-727-8550 Fax: 402-727-7387  
www.genesteffy.com

February 03, 2020

**Re: 2020 Jeep Compass Sport**

Mr. Tom Dargy  
Bellevue Police Department  
1510 Wall St  
Bellevue, Nebraska, 68005

Dear Mr. Dargy,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Lonnie Dooley  
Commercial Sales Representative  
402-720-8928  
lonnie@genesteffy.com

**Prepared For:**

Mr. Tom Dargy  
Bellevue Police Department  
1510 Wall St  
Bellevue, Nebraska, 68005

**Prepared By:**

Lonnie Dooley  
Gene Steffy Chrysler  
2545 E 23rd  
Fremont, Nebraska, 68025  
Phone: 402-727-8550  
Toll Free: 800-642-7033

**STANDARD EQUIPMENT****2020 Jeep Compass****4dr 4x4 Sport (MPJL74)****Powertrain**

Tigershark MultiAir 2.4L I-4 SOHC SMPI 16 valve engine with variable valve control, variable intake length \* 160 amp alternator \* 500 amp battery with run down protection \* Engine oil cooler \* 6-speed manual transmission with overdrive \* Jeep Active Drive automatic full-time four-wheel drive with electronic transfer case shift, permanent locking hubs \* ABS & driveline traction control \* 3.83 axle ratio \* Stainless steel exhaust

**Steering and Suspension**

Electric power-assist rack and pinion steering \* 4-wheel disc brakes with front vented discs \* Electronic stability control with anti-roll \* Independent front suspension \* Front strut suspension \* Front anti-roll bar \* Front coil springs \* Gas-pressurized front shocks \* Rear independent suspension \* Rear strut suspension \* Rear anti-roll bar \* Rear coil springs \* Gas-pressurized rear shocks \* Front and rear 16.0" x 6.50" black styled steel wheels \* P215/65HR16.0 BSW AS front and rear tires

**Safety**

4-wheel anti-lock braking system \* Daytime running lights, center high mounted stop light \* Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor, driver knee airbag \* Front height adjustable seatbelts with front pre-tensioners \* Immobilizer, panic alarm

**Comfort and Convenience**

Automatic dual zone front air conditioning, air filter, underseat ducts \* AM/FM/Satellite-prep, clock, seek-scan, Uconnect external memory control, 6 speakers, voice activation, Bluetooth streaming audio, integrated roof antenna, radio steering wheel controls \* 2 1st row LCD monitors \* Cruise control with steering wheel controls \* Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks \* 2 12V DC power outlets, driver foot rest, retained accessory power, Uconnect w/Bluetooth wireless phone connectivity, voice recorder \* Digital/analog instrumentation display includes tachometer, engine temperature gauge, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - rear camera, trip computer, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, lighting malfunction, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp \* Steering wheel with tilt and telescopic adjustment \* Power front and rear windows with light tint, driver and passenger 1-touch down, fixed rearmost windows \* Variable intermittent front windshield wipers, fixed interval rear wiper, rear window defroster \* Dual vanity mirrors, dual expandable coverage visors \* Day-night rearview mirror \* Interior lights include dome light with fade, front reading lights, illuminated entry \* Full floor console with covered storage, mini overhead console, glove box with light, front and rear cupholders, 2 seat back storage pockets,

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## STANDARD EQUIPMENT Continued

### Comfort and Convenience (Continued)

driver and passenger door bins, rear door bins \* Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo concealed storage, tire mobility kit

### Seating and Interior

Seating capacity of 5 \* Bucket front seats with adjustable anti-whiplash head restraints, sliding center armrest with storage \* 6-way adjustable driver seat \* 6-way adjustable passenger seat includes fold flat \* 60-40 folding rear bench seat with fold forward seatback, 3 adjustable rear head restraints, center armrest \* Cloth faced front seats with plastic back material \* Cloth faced rear seats with carpet back material \* Vinyl door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, metal-look instrument panel insert, metal-look gear shift knob, metal-look console insert, piano black/metal-look interior accents

### Exterior Features

Rear lip spoiler, side impact beams, front license plate bracket, fully galvanized steel body material \* Black bodyside cladding, black wheel well trim molding \* Black side window moldings \* Black door handles \* Black w/chrome accents grille \* 4 doors with liftgate rear cargo door \* Driver and passenger power remote black heated folding outside mirrors \* Front and rear body-colored bumpers with black rub strip/fascia accents \* Aero-composite halogen headlamps with multiple headlamps, delay-off feature \* Additional exterior lights include remote activated perimeter/approach lights \* Clearcoat monotone paint

### Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

### Dimensions and Capacities

Output	180 hp @ 6,400 rpm	Torque	175 lb.-ft. @ 3,900 rpm
1st gear ratio	4.154	2nd gear ratio	2.118
3rd gear ratio	1.365	4th gear ratio	0.978
5th gear ratio	0.756	6th gear ratio	0.622
Reverse gear ratio	4.000	City/hwy	22 mpg/31 mpg
Curb weight	3,327 lbs.	GVWR	4,600 lbs.
Towing capacity	1,000 lbs.	Front legroom	41.8 "
Rear legroom	38.3 "	Front headroom	39.2 "
Rear headroom	38.5 "	Front hiproom	54.1 "
Rear hiproom	49.2 "	Front shoulder room	56.7 "
Rear shoulder room	55.1 "	Passenger area volume	99.6 cu.ft.
Length	173.0 "	Body width	73.8 "
Body height	64.6 "	Wheelbase	103.8 "
Front track	60.7 "	Rear track	60.3 "
Turning radius	18.1 '	Fuel tank	13.5 gal.
Interior cargo volume	27.2 cu.ft.	Interior cargo volume seats folded	59.8 cu.ft.
Interior maximum cargo volume	59.8 cu.ft.		

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**Prepared For:**

Mr. Tom Dargy  
Bellevue Police Department  
1510 Wall St  
Bellevue, Nebraska, 68005

**Prepared By:**

Lonnie Dooley  
Gene Steffy Chrysler  
2545 E 23rd  
Fremont, Nebraska, 68025  
Phone: 402-727-8550  
Toll Free: 800-642-7033

**SELECTED EQUIPMENT****2020 Jeep Compass****4dr 4x4 Sport (MPJL74)****MSRP**

MPJL74	Base Vehicle Price (MPJL74)	STD	23,605.00
<b>Packages</b>			
2GA	Quick Order Package 2GA	OPT	N/C
<b>Powertrain</b>			
EDE	Engine: 2.4L I4 Zero Evap M-Air w/ESS	OPT	N/C
DFH	Transmission: 9-Speed 948TE Automatic (DME) 3.73 Axle Ratio; Air Vents Center Console/Rear Seats; Autostick Automatic Transmission; Urethane Shift Knob	OPT	1,500.00
DME	3.73 Axle Ratio	INC	Included
Z1B	GVWR: 4,600 lbs	STD	N/C
<b>Wheels &amp; Tires</b>			
TM9	Tires: 215/65R16 BSW AS	STD	N/C
WDJ	Wheels: 16" x 6.5" Styled Black Steel	STD	N/C
TBC	Compact Spare Tire	OPT	345.00
<b>Seats &amp; Seat Trim</b>			
A7	Cloth Low-Back Bucket Seats	STD	N/C
<b>Other Options</b>			
APA	Monotone Paint Application	STD	N/C
UAG	Radio: Uconnect 4 w/7" Display	STD	N/C
<b>Fleet Options</b>			

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## SELECTED EQUIPMENT Continued

			MSRP
FCA 5 yr/100,000 Mile Powertrain Limited Warranty <i>All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and Ram vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.</i>			OPT N/C
<b>Interior Colors For : Primary w/Sport 4x4</b>			
X9	Black	OPT	N/C
<b>Primary Colors For : Primary w/Sport 4x4</b>			
PW3	White Clearcoat	OPT	N/C
<b>Vehicle Subtotal</b>			<b>\$25,450.00</b>
<b>Destination</b>			<b>\$1,495.00</b>
<b>Vehicle Subtotal (including Destination)</b>			<b>\$26,945.00</b>

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**Prepared For:**

Mr. Tom Dargy  
Bellevue Police Department  
1510 Wall St  
Bellevue, Nebraska, 68005

**Prepared By:**

Lonnie Dooley  
Gene Steffy Chrysler  
2545 E 23rd  
Fremont, Nebraska, 68025  
Phone: 402-727-8550  
Toll Free: 800-642-7033

**PRICE SHEET****2020 Jeep Compass****4dr 4x4 Sport (MPJL74)**

	<b>MSRP</b>
<b>Vehicle Price (excluding option discounts)</b>	<b>\$25,450.00</b>
<b>Vehicle Subtotal</b>	<b>\$25,450.00</b>
Option Credits	0.00
special bid incentives	(5,792.00)
Other (Discount)Margin	0.00
Incentives	0.00
<b>Total Other Items</b>	<b>(5,792.00)</b>
Net Selling Price	\$19,658.00
Destination	1,495.00
<b>Total Quote</b>	<b>\$21,153.00</b>

**TOTAL****\$21,153.00**

---

**Customer Signature**

---

**Date**

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# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 10/15/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 523359	
VENDOR ADDRESS: GENE STEFFY CHRYSLER CENTER INC DBA GENE STEFFY CHRYSLER JEEP DODGE 2545 E 23RD AVE S FREMONT NE 68025-2478	

**CONTRACT NUMBER**  
**15203 OC**  
**E15 PRIMARY AWARD**

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 31, 2019 THROUGH OCTOBER 30, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6132 OF

Contract to supply and deliver 2020 OR CURRENT PRODUCTION YEAR COMPACT 4X4 4 PASSENGER SUV to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

The Unit Price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: JEEP COMPASS

IMPORTANT NOTE: When generating a Purchase Order(s) a paint line providing the Exterior Color, Interior Color, and Seat Color must be selected. Please see the attached color chart(s) for color(s) and color code(s).

DELIVERY ARO: 90-120 DAYS

Vendor: Lonnie Dooley  
Phone: 402-727-8550  
Fax: 402-727-7386  
E-Mail: lonnie@genesteffy.com

(me/ 10/15/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2020 OR CURRENT PRODUCTION YEAR COMPACT 4X4 4 PASSENGER SUVS E15 COMPLIANT MAKE/MODEL: JEEP COMPASS SERIES, CODE, TRIM LEVEL: MPJL74, Sport ENGINE: 2.4L DELIVERY ARO: 90-120 DAYS MSRP: \$27,495.00	8.0000	EA	21,153.0000

10/25/19 *Christina L. Kelly* 10/28/19  
BUYER  
10/30/19  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15203 OC**

PAGE 2 of 2	ORDER DATE 10/15/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 523359	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
OPTIONS:				
2	40-40 DRIVER SIDE POWER BUCKET ELECTRIC SEATS	8.0000	EA	350.0000
3	LUMBAR SUPPORT FRONT SEATS	8.0000	EA	450.0000
4	ADDITIONAL REMOTE FOB FROM MANUFACTURER	8.0000	EA	250.0000
5	NO ADDITIONAL COST STANDARD PAINT LIST ATTACHED	10,000.0000	\$	0.0000
6	EXTRA COST PAINT LIST ATTACHED	10,000.0000	\$	1.0000
7	SECOND POWER OUTLET	8.0000	EA	150.0000
8	TWO (2) WHEEL DRIVE WITH FRONT WHEEL DRIVE	8.0000	EA	1,358.0000
9	REVERSE SENSING SYSTEM	8.0000	EA	300.0000
10	ADDITIONAL MANUFACTURER WARRANTY: 5YR 100,000 MILES \$100 Ded.	8.0000	EA	2,295.0000
11	ADDITIONAL DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES ONLY APPLY TO VEHICLES PURCHASED BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT)	1.0000	LS	500.0000

  
BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	8/16/19	Page	1 of 1
Solicitation Number	6132 OF		
Opening Date and Time	09/06/19	2:00 PM	
Buyer	CHRISTIE KELLY (AS)		

**DESTINATION OF GOODS**  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2020 OR CURRENT PRODUCTION YEAR SPORT UTILITY VEHICLES (SUVS) to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(8/16/19 sc)

## INVITATION

PLEASE REFER TO ATTACHMENT "A" TO BID ON COMPACT SUV 4 DOOR FFV E85

PLEASE REFER TO ATTACHMENT "B" TO BID ON CARRYALL SUV 4WD 8 PASSENGER FFV E85

PLEASE REFER TO ATTACHMENT "C" TO BID ON LARGE SUV 7 PASSENGER FFV E85

PLEASE REFER TO ATTACHMENT "D" TO BID ON MIDSIZE SUV 5 PASSENGER FFV E85

**BIDDER CAN SUBMIT A BID ON ANY OR ALL OF THE SEDANS BEING SOLICITED BY  
SUBMITTING THE APPROPRIATE ATTACHMENT(S)**

**THIS FORM MUST BE COMPLETED AND ATTACHED TO EACH BID SUBMISSION**

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested with 90/100 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Lonnie Doolay  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 523359  
VENDOR: Gene Steffy Auto Group  
Address: 2545 E 23RD Ave. South  
Fremont, NE, 68025

Contact Lonnie Doolay  
Telephone 402-727-8550  
Facsimile 402-727-7386  
Email lonnie@genesteffy.com

**ATTACHMENT "A"**  
**STATE OF NEBRASKA PURCHASING BUREAU**  
**2020 or CURRENT PRODUCTION YEAR FOR COMPACT SUV 4 PASSENGER FFV E85**  
**TECHNICAL SPECIFICATIONS**

**THE MASTER AGREEMENT TERMS AND CONDITIONS APPLY TO THIS INVITATION TO BID**

**I. SCHEDULE OF EVENTS**

- A.** The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	August 16, 2019
2	Last Day to Submit Written Questions	August 23, 2019
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html</a>	August 30, 2019
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 6, 2019 2:00 P.M. Central Time

**B. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to SPB and clearly marked "ITB Number 6132 OF; 2020 or Current Production Year for COMPACT SUV 4 PASSENGER FFV E85 Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be provided through an addendum to be posted on the internet at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/vehicle-itb.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html) shown in the Schedule of Events.

# BEARDMORE

*More and More...it's Beardmore.*

RE: 2021 Chevrolet Colorado - City of Bellevue

Date: 02/06/2020

Tom -

The 2021 Chevrolet Colorado 4WD EXT CAB pice quote estimate is : \$27,580.

Includes: 2.5L 4cyl I4, DI,DOC Engine, Auto Locking Differential, WT Convenience pkg (Remote Keyless entry,Cruise Control, EZ Lift Tailgate & Theft deterrent system.

Best Regards,

Todd Beardmore

Beardmore Chevrolet

Sales & Service **402-734-2525**  
Parts Department **402-734-1100**  
Toll-free **1-800-734-0271**

1  
Beard more Chevrolet  
418 Fort Crook Road North  
PO Box 459  
Bellevue, NE 68005  
[www.beardmorechevy.com](http://www.beardmorechevy.com)

Beard more Subaru  
410 Fort Crook Road North  
PO Box 459  
Bellevue, NE 68005  
[www.beardmoresubaru.com](http://www.beardmoresubaru.com)

Beardmore

2021

2020 COLORADO 4WD WT EXT CAB

GAZ SUMMIT WHITE

/L4G

H2R JET BLACK / DARK ASH

ORDER NO. XDVWDM/TRE STOCK NO.

VIN 1GC HTBE A6 L1130564

GENERAL MOTORS LLC

RENAISSANCE CENTER

DETROIT MI 48243-1114

VEHICLE INVOICE 1AD57151192

\*\*\*\*\*7195\*\*\*\*\*13\*22557S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
12M53 COLORADO 4WD WT EXT CAB	28700.00	27666.80	INVOICE 08/29/19
B38 FULL VINYL FLOOR COVERING	0.00	0.00	SHIPPED 08/29/19
(REPLACES COLOR KEY CARPETING)			EXP I/T 09/09/19
FE9 50-STATE EMISSIONS	N/C	N/C	INT COM 09/09/19
GT5 REAR AXLE, 4.10 RATIO	N/C	N/C	PRC EFF 08/29/19
G80 AUTO LOCKING REAR DIFFERENTIAL	325.00	295.75	KEYS XXXXX XXXXX
LCV ENGINE, 2.5L I4, DI, DOHC	N/C	N/C	WFP-S QTR OPT-1
MYB TRANSMISSION, 6-SPD AUTOMATIC	N/C	N/C	BANK: ALLY - 007
PCN WT CONVENIENCE PACKAGE INCL:	530.00	482.30	CHG-TO 22-557
* REMOTE KEYLESS ENTRY			SHIP WT: 4071
* CRUISE CONTROL			HP: 19.1
* EZ LIFT AND LOWER TAILGATE			GVWR: 5600
* REMOTE LOCKING TAILGATE			GAWR.FT: 2900
* THEFT DETERRENT SYSTEM,			GAWR.RR: 3300
UNAUTHORIZED ENTRY			EMPLOY: 28702.06
			SUPPLR: 29839.85
			NTR: 1/2
			EMPINC: 1596.46
			SUPINC: 458.66

2021-COLORADO

PRICE QUOTE ESTIMATE

\$27,580 -



TOTAL MODEL & OPTIONS	29555.00	28444.85	ACT 237	28653.20
DESTINATION CHARGE	1095.00	1095.00	H/B 261	886.65
DEALER IMR CONTRIBUTION		295.55	ADV 261	295.55
LMA GROUP CONTRIBUTION		295.55	EXP 65A	295.55

TOTAL	30650.00	30130.95	PAY 310	30130.95
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MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 28699.00

\*\*\*\*\*

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

\*\*\*\*\*

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

KARL CHEVROLET OF STUART, LLC

REMIT TO ALLY NO. 007

VIN 1GCHTBEA6L1130564

\$ 30130.95 INV 1AD57151192

DUE 09/09/19 DEALER 22-557

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

**16f  
2/18/2020**

COUNCIL MEETING DATE: <b>2-18-20</b>		SUBMITTED BY: <b>Capt. Tim Melvin</b>	<b>Police</b>
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

Approval and ratification of a contract between the City of Bellevue and Stericycle

**SYNOPSIS/BACKGROUND:**

The Bellevue City Council approved a 1 year contract with Stericycle in August 2019 for Stericycle to dispose of blood and urine evidence for the Police Department. The contract was signed by the Mayor and sent to Stericycle. We were not getting services from them and learned on 2-13-20 that they inadvertently did not process our signed contract. This new contract is exactly the same in price and duration but it moves the start date to 2-19-20. The city has not had to pay Stericycle for the last contract and we are not out any money.

FISCAL IMPACT: **\$180.00** BUDGETED FUNDS?: **YES** GRANT/MATCHING FUNDS?: **NO**

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: <b>YES</b>	COUNTER-PARTY:	INTERLOCAL AGREEMENT: <b>NO</b>
CONTRACT DESCRIPTION: <b>Service Contract with Stericycle</b>		
CONTRACT EFFECTIVE DATE: <b>2-19-20</b>	CONTRACT TERM: <b>1 year</b>	CONTRACT END DATE: <b>2-19-21</b>
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: <b>YES</b>
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

**RECOMMENDATION:**

Approve and sign the contract.

**ATTACHMENTS:**

1. <b>2020 Contract</b>	2. <b>2019 Contract</b>	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]*



## TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 (collectively, "Stericycle"), and Bellevue Police Department with offices at 1510 Wall St. Bellevue, NE 680053675 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of August, 2019 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from any Non-Conforming Waste (defined below) or Customer's failure to properly store, package, label, or segregate RMW. (c) All lab wastes or materials that contain or have the potential to contain infectious substances arising from any agents listed under 42 CFR 72.3 are prohibited from inclusion among RMW to be collected and must be pretreated by Customer prior to disposal. (d) The current version of the Stericycle Waste Acceptance Policy ("WAP") is attached. Stericycle may periodically update the WAP. (e) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other RMW disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. As used herein, "Non-Conforming Waste" means any substance, waste or container that is excluded, not accepted or non-conforming under the WAP or otherwise cannot be accepted by Stericycle under any applicable law, rule or regulation. (e) Stericycle may bill additional charges for each non-compliant container (overweight under applicable laws, rules or regulations; each container exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 12 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees set forth on page 1 ("Service Fees"). Stericycle may adjust the Service Fees to cover non-controllable costs, including but not limited to taxes, fuel and regulatory fees annually in accordance with the percentage listed on page 1.

4. **Payment Terms.** Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

5. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 6 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

7. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures.

9. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, regulations and guidelines pertaining to storage or handling of RMW and the Services hereunder. Customer shall comply with the WAP applicable to the Services.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. **Waste Brokers.** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.

*JWM*

# Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email [customer@stericycle.com](mailto:customer@stericycle.com).

## REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

\* Un-dispensed from DEA Registrant

## WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

## MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

## STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.\*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

### OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

\*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at [customer@stericycle.com](mailto:customer@stericycle.com).

We protect what matters.

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 Stericycle®

*Turn*



## SERVICE DESCRIPTIONS



### Biohazardous Regulated Medical Waste Disposal

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

#### RELATED SERVICES:

#### Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

#### Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

#### Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



### Stericycle Reusable Sharps Program

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



### Steri-Safe<sup>SM</sup> OSHA Compliance Solutions

- Award-winning bloodborne pathogens training\*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

### Steri-Safe<sup>SM</sup> HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

*\*2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*

*Yama*



## SERVICE DESCRIPTIONS

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### Pharmaceutical Waste Disposal

#### Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

#### Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

#### Seal&Send™ Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

#### CsRx® Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.

*jam*

## Certificate Of Completion

Envelope Id: 8BFD56CD1F7E40A6AC5B58B8A407211E  
 Subject: Stericycle Document(s) for your Signature on Bellevue Police Department  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Tyler Rzepka  
 28161 N. Keith Drive  
 Lake Forest, IL 60045  
 tyler.rzepka@stericycle.com  
 IP Address: 13.108.238.8

## Record Tracking

Status: Original  
 7/1/2019 9:41:20 AM

Holder: Tyler Rzepka  
 tyler.rzepka@stericycle.com

Location: DocuSign

## Signer Events

Sergeant Milos  
 joe.milos@bellevue.net  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Accepted: 7/1/2019 10:07:50 AM  
 ID: b3d7c091-a5dc-478d-888f-d6488027ff90

Tyler Rzepka  
 tyler.rzepka@stericycle.com  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Accepted: 12/12/2018 12:19:19 PM  
 ID: 56ac55b7-6786-4f63-aefc-55bd486a6176

## Signature

## Timestamp

Sent: 7/1/2019 9:41:45 AM  
 Viewed: 7/1/2019 10:07:50 AM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

7/1/2019 9:41:45 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

*John*

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



electronically from us.

**How to contact Stericycle Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@stericycle.com](mailto:customercare@stericycle.com)

**To advise Stericycle Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

*YMM*

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. during the course of my relationship with you.

*your*



Account/Site #  
Generator ID#:

## Service Agreement

Effective Date **2-1-2020** between Stericycle, Inc and Bellevue Police Department

### Service Address

Customer/Company Name: Bellevue Police Department  
Address 1: 1510 Wall St  
Address 2:  
City/State/Zip: Bellevue, NE 680053675  
Phone #: (402) 293-3118  
Fax:  
E-Mail: joe.milos@bellevue.net

### Billing Address

Address 1: 1510 Wall St  
Address 2:  
City/State/Zip: Bellevue, NE 680053675  
Phone #:  
Fax:  
E-Mail: joe.milos@bellevue.net

Services Included checked below (Reference Attachment "Service Descriptions" for details)		Allotted Annual Containers		Allotted Annual Stops	Additional Stop Charge	Additional Container / Over Weight / Envelope Charge		Monthly Service Fee
<input checked="" type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal Service Level: Budget Plan	4		2	\$75	Current container rate plus 10%		\$15.00
<input type="checkbox"/>	Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)	-		-	-	-		\$0.00
		-		-	-	-		
		-		-	-	-		
		-		-	-	-		
<input type="checkbox"/>	Fixer / Developer - Photo Processing Disposal Service	0		-	-	-		\$0.00
<input type="checkbox"/>	Pathological / Trace Chemotherapy Disposal Service	0		-	-	-		\$0.00
<input type="checkbox"/>	Pharmaceutical Waste Disposal	0		-	-	-		\$0.00
<input type="checkbox"/>	CsRx Controlled Substance Waste Service (Only available with purchase of "HDDS" services)	0		-	-	0		\$0.00
<input type="checkbox"/>	HIPAA Steri-Safe	-		-	-	-		\$0.00
		Box Type (WA Only)	*Price per Box	Price per Stop	Min. Boxes per Pickup	Scheduled Frequency	No Waste Fee	** Minimum Pickup Fee
<input type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal - Transactional							

\* Price per Box: WA only = Based on WUTC Tariff pricing

\*\* Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee.

Monthly Service Fee Total: \$15.00

Minimum Pickup Fee Total: N/A

Fuel Charge (per stop): \$0.00

Energy Fee (per stop): \$0.00

Environmental Fee: 0%

Record Retention Fee (per stop): \$0.00

**Total Monthly Service Fee: \$15.00**

**Billing Schedule: Monthly**

**Includes All Fees (Additional taxes May Apply)**

During the first 12 months of the Agreement, Stericycle will not increase the above fees.

Thereafter, fees will not increase by more than 5.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

\*The offer will expire 2-19-2020

### Stericycle:

Contracting Entity: **Stericycle, Inc.**

Name: Tyler Rzepka

Title:

Date:

Signature:

### Customer:

Customer/Company Name: **Bellevue Police Department**

Name: **Sergeant Milos**

Title: **Sergeant**

Date: **2-12-20**

Signature: *[Signature]*

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

4010 Commercial Ave., Northbrook, IL 60062 · Phone: (913) 449-2032 · Fax:

Office Use Only: Code#: \$15.00..\$0.00

## TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 (collectively, "Stericycle"), and Bellevue Police Department with offices at 1510 Wall St. Bellevue, NE 680053675 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of February, 2020 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from any Non-Conforming Waste (defined below) or Customer's failure to properly store, package, label, or segregate RMW. (c) All lab wastes or materials that contain or have the potential to contain infectious substances arising from any agents listed under 42 CFR 72.3 are prohibited from inclusion among RMW to be collected and must be pretreated by Customer prior to disposal. (d) The current version of the Stericycle Waste Acceptance Policy ("WAP") is attached. Stericycle may periodically update the WAP. (e) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other RMW disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. As used herein, "Non-Conforming Waste" means any substance, waste or container that is excluded, not accepted or non-conforming under the WAP or otherwise cannot be accepted by Stericycle under any applicable law, rule or regulation. (e) Stericycle may bill additional charges for each non-compliant container (overweight under applicable laws, rules or regulations; each container exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees set forth on page 1 ("Service Fees"). Stericycle may adjust the Service Fees to cover non-controllable costs, including but not limited to taxes, fuel and regulatory fees annually in accordance with the percentage listed on page 1.

4. **Payment Terms.** Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

5. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 6 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

7. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures.

9. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, regulations and guidelines pertaining to storage or handling of RMW and the Services hereunder. Customer shall comply with the WAP applicable to the Services.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. **Waste Brokers.** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.

# Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email [customer@stericycle.com](mailto:customer@stericycle.com).

## REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including \*controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*\* Un-dispensed from DEA Registrant*

## WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

## MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

## STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.\*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

### OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*\*Consult Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at [customer@stericycle.com](mailto:customer@stericycle.com)

**We protect what matters.**

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## SERVICE DESCRIPTIONS



### Biohazardous Regulated Medical Waste Disposal

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

#### RELATED SERVICES:

#### Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

#### Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

#### Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



### Stericycle Reusable Sharps Program

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



### Steri-Safe<sup>SM</sup> OSHA Compliance Solutions

- Award-winning bloodborne pathogens training\*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

### Steri-Safe<sup>SM</sup> HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

*\*2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*



## SERVICE DESCRIPTIONS

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### Pharmaceutical Waste Disposal

#### Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

#### Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

#### Seal&Send<sup>SM</sup> Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

#### CsRx<sup>®</sup> Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.

## Certificate Of Completion

Envelope Id: 8962E277D46F4D4BB6EBCFF024804F66

Status: Sent

Subject: Stericycle Document(s) for your Signature on Bellevue Police Department

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Tyler Rzepka

AutoNav: Enabled

2355 Waukegan Road

EnvelopeId Stamping: Enabled

Bannockburn, IL 60062

Time Zone: (UTC-06:00) Central Time (US & Canada)

tyler.rzepka@stericycle.com

IP Address: 13.108.254.8

## Record Tracking

Status: Original

Holder: Tyler Rzepka

Location: DocuSign

2/12/2020 1:57:14 PM

tyler.rzepka@stericycle.com

## Signer Events

## Signature

## Timestamp

Sergeant Milos

Sent: 2/12/2020 1:57:46 PM

joe.milos@bellevue.net

Viewed: 2/12/2020 3:04:51 PM

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 7/1/2019 10:07:50 AM

ID: b3d7c091-a5dc-478d-888f-d6488027ff90

Tyler Rzepka

tyler.rzepka@stericycle.com

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 12/12/2018 12:19:19 PM

ID: 56ac55b7-6786-4f63-aefc-55bd486a6176

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

2/12/2020 1:57:46 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

electronically from us.

**How to contact Stericycle Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@stericycle.com](mailto:customercare@stericycle.com)

**To advise Stericycle Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customercare@stericycle.com](mailto:customercare@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

**\*\*** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. during the course of my relationship with you.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g  
2/18/2020

COUNCIL MEETING DATE: 02/18/2020		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 type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Fort Crook Emergency Culvert Repair, Heimes Corp.

SYNOPSIS/BACKGROUND:

36 inch CMP collapsed and needs to be replaced.

FISCAL IMPACT: 51,246.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Emergency CMP Culvert Repair Fort Crook Rd		
CONTRACT EFFECTIVE DATE: 02/18/2020	CONTRACT TERM: 2 months	CONTRACT END DATE:
PROJECT NAME: Fort Crook Emergency Culvert Repair		
START DATE: 02/20/2020	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME: NA	CIP PROJECT NUMBER: NA	
STREET DISTRICT NAME (S): Fort Crook Rd	STREET DISTRICT NUMBER (S): 2011-10	
ACCOUNTING DISTRIBUTION CODE: 10-15	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the Proposal the 36th Street Emergency Culvert Repair.

ATTACHMENTS:

1. Proposal from	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





# Proposal

**Excavating & Utilities Division**  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**City of Bellevue**  
1510 Wall St  
Bellevue, NE 68005  
Attn.: Bobby

Date **2/13/2020**  
Phone **402.293.3127**  
Email [bobby.riggs@bellevue.net](mailto:bobby.riggs@bellevue.net)  
Job Info **CMP Culvert Repair**  
**Ft. Crook and Camp Brewster RD**

## Culvert Repair:

Mobilize to site  
Remove pavement and existing damaged CMP piping  
Furnish and install 128 LF of 30" RCP with (2) FES sections  
Furnish and install granular fill to replace estimated void  
Furnish and install (2) Type I concrete curb inlets  
Backfill and compact excavated material to paving subgrade  
Furnish and install 9" of recycled concrete for temporary drive surface to open road

**BID PRICE \$ 51,246.00**

## NOTES:

**\*IF CMP replacement is desired in lieu of RCP, DEDUCT \$ 4,217.00**

Lane closures and barricades to be provided by the City of Bellevue  
No seeding or site restoration has been included, if Heimes is to place seed and erosion control fabric, ADD \$ 1,684.00  
No pavement placement has been included; If Heimes is to furnish and place approximately 1,160 SF with 9" of L-85 (high/early) concrete; ADD \$ 15,886.00  
No surveying, staking, compaction testing, or performance bond has been included in pricing  
No installation, maintenance, or removal of erosion control measures have been included  
Heimes Corp is can mobilize to site approximately (7) days after given approval  
Both material options are available within (3) days of placing order  
Additional granular fill of void will be at \$ 289.00 per tandem load of recycled concrete  
Pricing is based on no obstructions of replacement piping – if other utilities are discovered to be compromised or causing damage to CMP – change pricing will be provided

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

**Matt Sykora for Heimes Corp.**

This proposal may be withdrawn by us if not accepted within 30 days

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made net 30 days. Appropriate taxes will be charged if applicable.

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	02.18.2020	AGENDA ITEM TYPE:
		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 (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Waystar Clearinghouse (aka Zirned) Contract addendum

SYNOPSIS:

Sending rescue fee billing statements in-house costs the department approximately \$0.85 per statement; Waystar clearinghouse can print and mail them for \$0.77 each. We are requesting Waystar do the printing and mailing.

FISCAL IMPACT:

One-time \$99 implementation fee; approximately \$175-\$200 per month (depending on number of monthly statements)

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

In the interest of fiscal responsibility and labor costs, it would be more efficient and cost effective to have the already contracted Waystar clearinghouse produce and mail the billing statements for the Bellevue Fire Dept. Ad-hoc printing of statements can still be done if needed.

BACKGROUND:

This project was previously approved by administration and council in July 2017. Billing software limitations did not allow us to execute the project at that time. These limitations are now gone; we wish to resurrect the project and move forward with allowing our contracted clearinghouse to print and mail rescue squad patient statements on a monthly basis.

ATTACHMENTS:

1		4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

\_\_\_\_\_

FINANCE APPROVAL:

\_\_\_\_\_

LEGAL APPROVAL:

\_\_\_\_\_



Current

Dee Gray  
Ambulance Billing Manager

February 06, 2020

City of Bellevue EMS  
211 West 22nd Ave.  
Bellevue, NE 68005

Dear Dee,

Thank you - and thank you to your team - for the time and attention you've devoted to helping Waystar understand your goals for the future as well as the challenges you face today. We're thrilled to be joining forces with City of Bellevue EMS and we look forward to helping you reach and exceed those goals in the years ahead.

The attached agreement outlines the pricing, services, and benefits we discussed, broken out by solution. To confirm, those include:

- **Patient Statements**

Once you have reviewed the document, simply click "Sign Agreement", and you will be directed to DocuSign to securely complete the step-by-step electronic signature process. Once finished, you will automatically receive a PDF of the signed agreement via email. If you have any questions or need more information, please feel free as always to contact me directly at 502-475-2790 or [evan.wesley@waystar.com](mailto:evan.wesley@waystar.com).

I've enjoyed working with you to create the right fit for City of Bellevue EMS and I'm excited to see the great things we'll accomplish together in the future.

Best Regards,

Evan Wesley  
Account Executive



## Waystar Subscriber Addendum

This Subscriber Agreement Addendum ("Addendum") is intended to amend and supplement the Subscriber Agreement ("Agreement") made and entered into between ZirMed, Inc. d/b/a Waystar Health ("Waystar") and City of Bellevue EMS ("Customer") regarding Customer's access and use of the products and services ("Services") provided by Waystar. Waystar and Customer agree to the following terms that shall be additive to those found in the Agreement and restate and recite all other terms as defined in the Agreement. Unless otherwise specifically defined in this Addendum, terms shall have the same meaning as in the Agreement in effect between the parties.



## Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 03/07/2020 and expires thereafter unless accepted.

### Patient Statements

Solution	Your Monthly Fee	Implementation Fee
<b>Print Services</b>		
\$0.77 each for the first page printed, \$0.20 each additional page.	\$0.00	\$99.00
	<b>Total</b>	<b>\$99.00</b>

### Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services:

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from Waystar about the company's newest available features, functionality, and regulatory changes that could impact your business
- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to Waystar's developer portal that facilitates product integration

**Your support team and Waystar's Support & Training Center enable your users and managers to:**

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles

- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars



***Note: The above fee schedule will be honored until 03/07/2020. Unless this Addendum is accepted and upon expiration, Waystar reserves the right to modify the pricing and payment terms enumerated herein.***

### **Section III - Terms and Conditions**

1. **Solutions and Pricing.** Customer desires to access and use Services provided for in this Addendum in addition to those covered by the Agreement between the parties. Customer agrees to pay all charges as billed to Customer including monthly fees, transaction or usage fees, implementation fees and any customer development or consulting fees as incurred as described above or in a supplement development agreement. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's computer system, and the pricing in effect at the time of Customer's use of such Services as documented herein. At any time after the conclusion of the Initial Term, Waystar reserves the right to apply periodic price increases, but no more than once every twelve (12) months. These increases shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers since the last applicable price increase, whichever is greater.
2. **Payment.** Payment terms shall be as stated in the Agreement unless modified herein, in which case the terms in this Addendum shall control. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating the Agreement or this Addendum and reserving cumulatively all other remedies and rights under the Agreement and at law) suspend further Services and licenses to access the Services under this Addendum or the Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%).
3. **Term and Termination.** Nothing herein shall act to extend or modify the Term of the Agreement beyond that previously agreed to between the parties. The term and termination provision of the Agreement shall be incorporated by reference herein and Customer access to the Services described above shall be the covered by the Agreement.
4. **Entire Agreement.** This Addendum and the Agreement previously entered into between the parties sets forth all the representations, promises and understandings between the parties on the matters. To the extent there exists any conflict between this Addendum and the Agreement, the terms of this Addendum shall control. If any part or parts of this Addendum or the underlying Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts shall continue to be valid and enforceable as to the parties hereto.

5. Counterparts. This Addendum may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

**In Witness Whereof**, the parties to this Addendum, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Addendum.

**City of Bellevue EMS**

**ZirMed, Inc. d/b/a Waystar Health**

By (signed):

Name:

Title:

Effective Date:

By (signed):

Name:

Title:

Date:

Original Past

12a  
7-24-17

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	07/24/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Guido		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Zirmed Contract addendum

SYNOPSIS:

Sending rescue fee billing statements inhouse costs approximately \$0.85 per statement; Zirmed clearinghouse can print and mail them for \$0.71 each.

FISCAL IMPACT:

One-time \$99 implementation fee; approximately \$175-\$200 per month (depending on number of monthly statements)

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

In the interest of fiscal responsibility and labor costs, it would be more efficient and cost effective to have the Zirmed clearinghouse produce and mail the billing statements for the Bellevue Fire Dept. Ad-hoc printing of statements can still be done if needed.

BACKGROUND:

ATTACHMENTS:

1  
2  
3

4  
5  
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*



## ZirMed Subscriber Addendum

This Subscriber Agreement Addendum ("Addendum") is intended to amend and supplement the Subscriber Agreement ("Agreement") made and entered into between ZirMed, Inc. ("ZirMed") and City of Bellevue EMS ("Customer") regarding Customer's access and use of the products and services ("Services") provided by ZirMed directly or made available through the ZirMed website by third parties. ZirMed and Customer agree to the following terms that shall be additive to those found in the Agreement and restate and recite all other terms as defined in the Agreement. Unless otherwise specifically defined in this Addendum, terms shall have the same meaning as in the Agreement in effect between the Parties.

### Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 02/09/2017 and expires thereafter unless accepted.

### Patient Statements

Solution	Your Monthly Fee	Implementation Fee
<b>Print Services</b>		
\$0.71 each for the first page printed, \$0.12 each additional page.	\$0.00	\$99.00
	Total	\$99.00

### Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services:

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from ZirMed about the company's newest available features, functionality, and regulatory changes that could impact your business
- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to ZirMed's developer portal that facilitates product integration

Your support team and ZirMed's Support & Training Center enable your users and managers to:

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles
- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars



*Note: The above fee schedule will be honored until 08/09/2017. Unless this Addendum is accepted and upon expiration, ZirMed reserves the right to modify the pricing and payment terms enumerated herein.*

**Section II - Terms and Conditions**

1. **Solutions and Pricing.** Customer desires to access and use Services provided for in this Addendum in addition to those covered by the Agreement between the Parties. Customer agrees to pay all charges as billed to Customer including monthly fees, transaction or usage fees, implementation fees and any customer development or consulting fees as incurred as described above or in a supplement development agreement. Transaction or usage fees shall be based on the amount of usage recorded by ZirMed's computer system, and the pricing in effect at the time of Customer's use of such Services as documented herein.
2. **Payment.** Payment terms shall be as stated in the Agreement unless modified herein, in which case the terms in this Addendum shall control.
3. **Term and Termination.** Nothing herein shall act to extend or modify the term of the Agreement beyond that previously agreed to between the Parties. The term and termination provision of the Agreement shall be incorporated by reference herein and Customer access to the Services described above shall be the covered by the Agreement.
4. **Entire Agreement.** This Addendum and the Agreement previously entered into between the Parties sets forth all the representations, promises and understandings between the Parties on the matters. If any part or parts of this Addendum or the underlying Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts shall continue to be valid and enforceable as to the Parties hereto.
5. **Counterparts.** This Addendum may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

In Witness Whereof, the Parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

Customer

ZirMed Inc.

By (signed):

Name:

Title:

Date:

Rita Sanders

Mayor

7-24-17

By (signed):

Name:

Title:

Date: