

Bellevue City Council Meeting

Monday, October 8, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Fr. Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive
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 Agenda
 - b. Approval of Consent Agenda
 1. *Approval of the Minutes from the September 24, 2018, City Council Meeting
 2. *Acknowledge receipt of the Minutes from the September 20, 2018, Planning Commission Meeting
 3. *Approval of Claims
 4. *Approval of Hunting Waiver Applications
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES: None
8. ORDINANCES FOR ADOPTION (3rd reading): None
9. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
10. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3916: Rezoning Tax Lot 1, except right-of-way, Section 7, T13N, R13E, of the 6th P.M., Sarpy County, from AG to BN for the purpose of a Business Office Applicant: Matt Ricchini Location: 4803 Capehart Road (Planning Director)
 - b. Ordinance No. 3917: Rezoning Lot 74, Kennedy Town Center, from BN to BG for the purpose of a Convenience Store with fuel and liquor sales Applicant: Casey's Retail Company Location: 7724 South 22nd Street (Planning Director)
11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Public Hearing on the Appeal of the Sidewalk Waiver Denial at 1802 Jefferson Street (City Clerk/Public Works Director)
12. RESOLUTIONS:
 - a. Resolution No. 2018-31: Approving the Bargaining Agreement with the Bellevue Police Officers Association (Administration)
13. CURRENT BUSINESS:
 - a. Approval and Authorization for the Mayor to sign the Service Agreement for the Police Department AEDs in the amount of \$22,176 for the year, to be paid in quarterly installments of \$5,544 (Police Chief)
14. ADMINISTRATION REPORTS:
15. PUBLIC REQUESTS TO BE HEARD:
16. CLOSED SESSION:
 - a. Federal Litigation Update
17. ADJOURNMENT

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MINUTE RECORD

Bellevue City Council Meeting, September 24, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 24th day of September, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

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 Sanders led in the Pledge of Allegiance. Pastor Jonas Myers, Calvary Christian Church, 10100 Cedar Island Road in Bellevue, gave the invocation.

Open Meetings Act

Mayor Sanders 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: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Consent Agenda

Motion was made by Shannon, seconded by Moudry, to approve the consent agenda which included the following: approval of the Minutes from the September 10th, 2018, meeting; approval of the Claims; approval of the reappointments of Doug Hill, Ralph Gladbach, and Steve Johnson to the Design Review Board for three-year terms ending in August 2021; the reappointments of Al Povondra, Bob Cook, Steve Knutson, and Eric Ritz as Alternates to the Design Review Board for three-year terms ending in August 2021; the appointment of Leland Jacobson to the Complete Streets Citizens Advisory Panel; the appointment of Roxann Hamilton as the Resident Commissioner to the Bellevue Housing Authority; and the appointment of Sherry Bergen to the Library Board for a five-year term ending June 2023; and approval of the reappointment of Jack Charvat to the Civil Service Commission for a five-year term ending June 2023. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS: None

LIQUOR LICENSES:

Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart" - Application for a Special Designated Liquor License at Bellevue University on November 15, 2018

The application of Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart," for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a graduation reception in the Symposium Administration Building at Bellevue University, 1000 Galvin Road South, on November 15, 2018, from 2:00 p.m. to 7:00 p.m., was presented for Council consideration.

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

Motion was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart," for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a graduation reception in the Symposium Administration Building at Bellevue University, 1000 Galvin Road South, on November 15, 2018, from 2:00 p.m. to 7:00 p.m., be approved.

Mr. Moudry advised he would be abstaining from the vote on all of the liquor license applications due to religious and personal reasons.

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

Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart" - Application for a Special Designated Liquor License during a wine tasting at Daniel Gross High School on November 16, 2018

The application of Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart," for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a wine tasting at Daniel Gross High School, 7700 South 43rd Street, on November 16, 2018, from 5:00 p.m. to 10:00 p.m., was presented for Council consideration.

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

Motion was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart," for a Special Designated

MINUTE RECORD

Bellevue City Council Meeting, September 24, 2018, Page 2

Liquor License to sell beer, wine, and distilled spirits during a wine tasting at Daniel Gross High School, 7700 South 43rd Street, on November 16, 2018, from 5:00 p.m. to 10:00 p.m., be approved. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

ORDINANCES:

Ordinance No. 3912: Creation of a Clean Energy Assessment District (Third Reading)

Ordinance No. 3912, an ordinance to create Article IV of Chapter 26, Sections 26-51 through 26-55, of the Bellevue Municipal Code pertaining to the creation of a Clean Energy Assessment District; to establish definitions; to provide for financing, administration and collections, for energy improvements and renewable energy systems; and to provide for the effective date of this ordinance, was read by title only for the third and final reading.

Motion was made by Preister, seconded by Burns, that Ordinance No. 3912 be adopted. Mayor Sanders asked "Shall Ordinance No. 3912 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Mayor Sanders proclaimed Ordinance No. 3912 passed and adopted.

Resolution No. 2018-29: Approving the Interlocal Cooperation Agreement with the City of Omaha for Implementation of the Clean Energy Assessment Program

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2018-29.

Council discussion ensued.

Motion was made by Shannon, seconded by Moudry, to amend the Agreement by adding a 90 days termination clause under "Duration" and stating any current projects being handled by Omaha become Bellevue's. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, and Moudry voted yes; voting no: Preister and Burns. Motion carried.

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

Ordinance No. 3914: Sewer Rates Increase (Third Reading)

Ordinance No. 3914, an ordinance to amend Section 30-137 of the Bellevue Municipal Code establishing minimum monthly sewer charges for residential and commercial users in the city of Bellevue; to repeal Section 30-137 of the Bellevue Municipal Code as heretofore existing; and to provide for the effective date of this ordinance, was read by title only for the third and final reading.

Motion was made by Preister, seconded by Burns, that Ordinance No. 3914 be adopted. Mayor Sanders asked "Shall Ordinance No. 3914 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Preister, Burns, and Moudry; voting no: Shannon. Mayor Sanders proclaimed Ordinance No. 3914 passed and adopted.

Ordinance No. 3915: Vacating a portion of Galvin Road abutting Lot1, Lundgren's Addition (First Reading)

Ordinance No. 3915, an ordinance declaring the necessity, expediency and propriety of vacating a portion of Galvin Road right-of-way located in the Southeast 1/4 of the Northeast 1/4 of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date, was read by title only for the first time.

Motion was made by Preister, seconded by Hansen to suspend the statutory rule requiring three readings, hold a public hearing, and vote at this meeting on this ordinance. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

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

Mr. Chuck Fredrick said he was told the lefthand turn lane would be eliminated and he questioned what the plans were. Planning Director Chris Shewchuk advised he was misinformed and explained the preliminary plans.

Mayor Sanders asked for additional public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Motion was made by Preister, seconded by Hansen, that Ordinance No. 3915 be adopted. Mayor Sanders asked "Shall Ordinance No. 3915 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Mayor Sanders proclaimed Ordinance No. 3915 passed and adopted.

Resolution No. 2018-28: Approving the proposed Dunkin' Donuts Redevelopment Agreement

Motion was made by Preister, seconded by Shannon, to open for public hearing on this item. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, September 24, 2018, Page 3

Public Works Director Jeff Roberts furthered explained the proposed changes to Harlan Drive and Galvin Road to allow for access to the property.

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the resolution

Mr. David Madden appeared on behalf of Galaxy Ventures and answered questions from the Council. Ms. Kathy Welch stated this could be a catalyst for development in Olde Towne. We need to allow time for staff to do their due diligence. Mr. Chuck Fredrick questioned if there would still be two lefthand turn lanes onto Harlan Drive from Northbound Galvin Road. Mr. Roberts answered affirmatively.

Mayor Sanders asked for additional public comment. No one in the audience came forth to speak in support of or in opposition to the resolution. Mayor Sanders declared the public hearing closed.

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2018-28. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2018-30: Approving an Acquisition Services Contract between the City of Bellevue and Midwest Right-of-Way Services for the 36th Street Improvement Project

Motion was made by Cook, seconded by Burns, to approve Resolution No.2018-30. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approval of a two-year contract, with an option for an additional two years, for Cellular Phone and Modern Services with U.S. Cellular in the amount of \$168,393.91 plus taxes

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

Approval of the First Addendum to the Interlocal Cooperation Agreement between Sarpy County and the City of Bellevue for IT Services

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

Approval of and Authorization for the Mayor to sign the Interlocal Cooperation Agreement between Sarpy County and the Cities of Bellevue, LaVista, and Papillion to share the costs of ProPhoenix, an integrated Public Safety Software System, in an amount up to \$258,828 for Bellevue

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

Request for Approval to purchase two John Deere Gators for the Parks Department from Sourcewell Grounds Maintenance 062117-DAC in an amount not to exceed \$23,209.86

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

Approval of the proposal to Renew the Property/Casualty Insurance with Travelers and Safety National for FY 18-19 in the amount of \$412,439

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

ADMINISTRATION REPORTS:

City Administrator Joe Mangiamelli was absent, so there were no questions on the Administration Reports.

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

Mrs. Molly Ducker said she is no longer proud to live in Bellevue because the Police Department and City have leadership problems. There are integrity and human decency problems. She said there is the potential to lose officers to Omaha because of lateral moves.

MINUTE RECORD

Bellevue City Council Meeting, September 24, 2018, Page 4

Ms. Lauren Ward stated she is a founding member of the non-profit group "Bellevue Deserves Better." She said she is concerned about other agencies actively recruiting officers. Ms. Ward expressed change needs to be implemented as the Police Chief has "failed" leaders and the City.

Mrs. Stacy Cviatonov addressed her concerns regarding the reinstatement of Chief Elbert. She discussed some of her husband's involvement with the matter and stated once the evidence is reviewed, it will be apparent reinstatement was a bad idea.

Mr. Chuck Fredrick remarked on the nice blacktop work that has been done. He encouraged people to look at his website – chuckfredrick.com. He called for the following items: a full-time City Attorney, a new City Administrator, a State audit, a new library, a listing of studies done and at what cost, a dog park in Southwest Bellevue, and a monthly balance sheet.

Ms. Christine Jurgens stated integrity is "a two-way street." The City needs to get back on track with both sides talking in order to figure things out. Policy and procedure should be followed.

Mrs. Melinda Bailey relayed the story of what had happened to her husband, why he asked for what he did, what the Chief offered him, and the subsequent outcome. She said the Chief was recorded because her husband did not trust him. She thinks the Chief should have to do a "fit-for-duty" test.

Ms. Julie Collins said the Chief is not allowed to be dishonest and this is a tainted situation. She questioned what is being covered up and called for the immediate resignation of the Police Chief, City Attorney, and City Administrator.

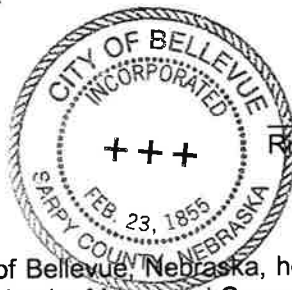
Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, at 7:43 p.m. the meeting adjourned.


Sabrina Ohnmacht, City Clerk



Rita Sanders, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 24, 2018; 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.



City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, September 20, 2018, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, September 20, 2018 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Perrin, Cain, Jacobson, Ackley, Casey, and Ritz. Absent were Baumgartner and Smith. Also present were Chris Shewchuk, Planning Director, and Tammi Palm, Land Use Planner.

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

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

Motion was made by Ackley, seconded by Cain, to approve the minutes of the August 23, 2018 regular meeting as presented. Upon roll call, all presented voted yes. Motion carried unanimously.

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

Jacobson explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office. Applicant: Matt Ricchini. Location: 4803 Capehart Road. Case #: Z-1808-04.

Matt Ricchini, 2211 Capehart Road, Suite 106, thanked the Planning Commission for the public service they provide to the community. He mentioned he applied for the rezoning to operate his State Farm Insurance business. He stated his business would be beneficial for the current land owners, for himself, and for the community. He commented he feels with the development of the residential houses being built adjacent to the property, it will make the existing house on the lot stick out like a sore thumb. He does not feel there will be any interest in buying the existing home as a residence due to the traffic generated on Capehart Road. He explained his office primarily uses the phone, computer, and text to operate his business. He stated he and his employee also make house calls. Ricchini commented his business is not a retail establishment and there will be minimal traffic to his office. He stated he appreciates the Planning Department's recommendation, however he does not agree with it. He advised he has had discussions with Chris Shewchuk, Planning Director. He referred to a statement in the recommendation report which states "it is also safe to assume at some point in the future, improvements will need to be made to 48th Street as well which will limit the full access this property currently has." Ricchini commented it sounds like the 48th Street access will be eliminated and the access road from behind would have to be used. He stated the conversation with Shewchuk was in regards to the time frame. He questioned if it would happen within five years, ten years, or fifteen years. He stated Shewchuk's reply was "Matt it may never happen." Ricchini commented he feels this should not be a deciding factor if his request to rezone is approved or denied. He stated the current house is the building he will use to operate his business in. The building will not look like a commercial building. He mentioned the property may not blend in when the housing development behind it is developed. He stated when Capehart Road was paved by the county, it was done with the expectation of increased traffic. Ricchini commented what would be good for Bellevue is to reconsider the use not as residential dwellings, but rather a community with a variety of integrated zonings to serve the community.

Kevin Mills, 4803 Capehart Road, mentioned he is the current owner of the property Mr. Ricchini wishes to rezone. He stated he has talked to the city and county, and has been advised there will be nothing done to 48th Street for fifteen to twenty years. He questioned why this would be denied if that is the case, and why the property couldn't be rezoned back to residential once Ricchini retires. He stated he has concerns selling it as a residential property when he is unsure what the county has planned for his driveway. He explained he contacted the county to inquire about his driveway and was informed they are unsure what will happen. He has concerns selling his house to someone knowing there may be a major change to the road and his driveway in the future.

Cheryl Mills, 4803 Capehart Road, mentioned she is the co-owner of the property. She explained when she and her husband met with the builder for Falcon Pointe nothing was ever mentioned to them about closing off the access to 48th Street or the possibility of using an access easement to get to their property. She stated she talked to Tammi Palm and she explained to her the builder was probably

MINUTE RECORD

Bellevue Planning Commission Meeting, September 20, 2018, Page 2

unaware of future plan for 48th Street at the time he spoke to them and most likely did not have the finalized plat. Mills advised Palm did email her a copy of the recorded Falcon Pointe plat which indicates the proposed access through Outlot A, on the west side of her house. Her concern is how this proposed access will look in the future. Another concern is when she goes to sell her house, she feels this could be a potential issue for a buyer. She stated she feels she needs to disclose there may be plans in the future which will affect the property.

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

Ackley requested a background on the discussions had between the applicant and the Planning Department. He commented a concern with the property to rezone to BN may allow a future use such as restaurants or retail. He explained once a rezoning is done it stays with the property, which would allow for several other uses.

Shewchuk commented part of the discussion was similar to what Ackley just explained. He stated most of the discussion was in regards to the driveway access and when and if that changes. He explained a change to the current access could happen in five, ten, fifteen, twenty years, or never; however he believes it will occur at some point. Shewchuk mentioned 48th Street currently stops at the southern end of the Clearwater Falls and Cedar Grove subdivisions. The properties to the south of those developments are in the Platte River sewer drainage area, which will be difficult to sewer; therefore, there is limited future growth predicted. There are approximately 80 to 120 acres along 48th Street that will likely develop very soon. As long as 48th Street is the county's jurisdiction they will keep an eye on traffic. They have already done some traffic counts and will continue to do improvements when necessary. Some of the items they will look at are traffic counts, turning movements, and the number of accidents near 48th Street and Capehart Road. Based on the driveway design standards used by engineers, the property's current driveway is fine based on the intersection having a stop sign. The driveway is approximately 130 feet south of the Capehart Road pavement. Again, that meets the standards for a driveway location near an intersection with a stop sign. If the intersection becomes signalized and 48th Street classifies as a collector street, the required distance from the driveway to the intersection would be 175 feet. This would still work on the lot, however the driveway would have to be shifted towards the southern end of the property. If 48th Street is classified as a major street or an arterial, the requirement would be 230 feet of separation from Capehart Road to the driveway. This would not work on the property and an alternate access would be needed. This alternate access has been planned for to the west through Outlot A, Falcon Pointe. This item was discussed with Mr. Ricchini. It was explained to him in the event this alternate access was needed, it is expected either the city or the county would be responsible for putting that driveway in. The access would not just be taken away from 48th Street with nothing left for the property owner to use. This would be part of the paving project for 48th Street and the access easement would be paved for Mr. Ricchini. Shewchuk advised Mr. Ricchini asked if access was the Planning Department's main objection to the rezoning. He stated he advised Ricchini it was not. He explained what spot zoning is and advised the applicant this request is considered spot zoning. He stated the major objection to this request is due to spot zoning. This property would be the only property on the south side of Capehart Road near 48th Street to be zoned commercially. The areas directly east and west of this property have been platted and zoned for apartments and single family residential development. There is commercial property located at 36th Street and Capehart Road which will serve this area. The issue of commercial zoning along this corridor was discussed when Belle Lago and Falcon Pointe were approved. The City Council approved the two plats with the residential zoning. Another item discussed with Mr. Ricchini was the zoning remains with the property. Even if the applicant were to stay in business for twenty years, the zoning would stay with the property after his business is gone. The applicant could leave the property in two years and then there are several uses which would be allowed on the property as a permitted use. The main reasons for recommendation of denial are based upon lack of conformance with the Comprehensive Plan and spot zoning.

Ackley explained from a zoning perspective he is the concerned with all of the permitted uses which could be allowed on the property. He stated there are approximately 45 allowed uses in the BN zoning district. Ackley mentioned if a home based business would be allowed with a conditional use permit. Shewchuk mentioned the criteria to have a home based business was discussed with Mr. Ricchini. The home based business requires someone live in the residence. It allows for one other employee on the premises. Another criteria is you cannot link your address to a home based business. Ackley questioned if the business owner or the employee would need to reside there. Shewchuk replied the business owner or an employee would be allowed to reside there.

Cain questioned the applicant if this was the only property he has considered for his business and why

MINUTE RECORD

Bellevue Planning Commission Meeting, September 20, 2018, Page 3

he chose this particular location. Ricchini replied he drives by the property every day and is aware of the traffic count. He stated as a business owner, high traffic counts are a good thing. He commented this is a terrible location for a residence but a great location for a business. He stated the property has elevation to it and the lot has the potential to serve 260 to 270 rooftops. He advised his business is to protect rooftops. Ricchini explained there is a "gentleman's agreement" among State Farm agents, meaning you do not impede on one of your peers area of town. He stated as an agent, he has had his eye on the southwestern growth of Bellevue. Cain inquired if Ricchini plans to reside there. Ricchini replied he does not plan to live there. Cain inquired what the applicant would do with the out building on the property. Ricchini advised he has talked to an architect regarding taking the building out to allow for parking and to have easier access to the business.

Cain mentioned the current property would have to have changes to it to become a business. She questioned the applicant's intentions on bringing the property to code. Ricchini replied he has every intention to comply with the Americans with Disabilities Act (ADA) requirements. He intends to install a handicap ramp to allow access to the building and will install a unisex handicap restroom. Cain mentioned with other construction of homes in the area how does the applicant see his business fitting into the area. Ricchini commented it will be the same building sitting there whether he owns it or not. Conversation ensued on this topic.

Jacobson inquired if there will be additional parking per ADA requirements. Ricchini explained by having the out building removed there would be additional parking to the immediate south of the building. It would allow for safer access to the building.

Casey questioned the applicant if he intends to change any of the façade to house and if there will be signage. Ricchini commented he does not intend to change the façade of the building. He intends to put an illuminated State Farm monument sign which would be approximately two feet tall and five feet wide. He commented part of the rezoning request is to allow for signage.

Ritz clarified the property is currently zoned AG. Shewchuk replied yes. Ritz noted per Article 7 of the Zoning Ordinance it states signage is allowed as a permitted accessory use in the AG district. Ritz inquired if at any time the city determines 48th Street is an arterial, if whoever owns the property is cut off from 48th Street and would they have to use the right-of-way that will be developed through the future subdivision. Shewchuk explained if it is an arterial and there is a stop sign there, the driveway is good. If it is an arterial and a traffic signal, the 230 feet distance requirement comes in and the driveway would not fit there. Ritz requested clarification if the city would pave the driveway through the subdivision if necessary and the owner would not have any recourse. Shewchuk replied that was correct.

Jacobson mentioned if the property remains zoned AG with a residence on it, it stays that way and could become problematic. If the property is zoned BN, there would be no way to return the zoning to AG because of characteristics of the area will have changed. He inquired if the property could be rezoned back to AG. Shewchuk replied it would not be allowed to because the AG zoning district requires a 20 acre minimum lot size. He stated other residential zoning districts would need to be considered.

Casey inquired if the city has ever gone back to rezone a property residential after it has been zoned commercially. Shewchuk replied the city would not request the zoning change; the new owner of the property would make that request.

Ackley stated the use of the business could work there, however from a planning perspective, it is not good planning.

MOTION was made by Ackley, seconded by Cain, to recommend DENIAL of a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office. Applicant: Matt Ricchini. Location: 4803 Capehart Road. Case #: Z-1808-04. DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on October 22, 2018.

PUBLIC HEARING was held on a request to rezone Lot 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BN to BG for the purpose of a convenience store with fuel and liquor sales; and approval of the proposed access. Applicant: Casey's Retail Company. Location: 7724 South 22nd Street. Case #: Z-1808-05.

MINUTE RECORD

Bellevue Planning Commission Meeting, September 20, 2018, Page 4

Rob Duvall, 1044 N. 115th Street, Suite 300, Omaha, NE, Schemmer Associates, was present on behalf of Casey's. The applicant is requesting to rezone this property from BN to BG to construct a convenience store with fuel and liquor sales. He stated to the north and the east of this property there is BG zoning, and to the south and west is multi-family residential zoning. Based on the surrounding area, Casey's feels this is a good fit to the area.

There was no one else present to speak in favor of, or in opposition to this request.

Casey mentioned the recommendation report indicates Offutt AFB has concerns with the close proximity of the proposed store to Chandler View Elementary. He inquired if any input was received from Omaha Public Schools (OPS). Shewchuk replied no comments were received from OPS. He mentioned he looked at the distance from Kwik Shop on Mission Avenue to Central Elementary and Mission Middle School. He advised those two schools are considerably closer to Kwik Shop than Casey's will be to Chandler View Elementary.

Ackley inquired if there are restrictions or requirements on the lot to the west, located on the corner of 25th and Chandler, for access directly onto Chandler. He questioned if there are requirements based on how far the lot is from the intersection or would the lot also have the ability to have right in/right out from Chandler Road. Shewchuk replied it would follow the same guidelines based on distance from the intersection. The Public Works Department establishes the criteria for driveway locations. Ackley questioned if an application came in for this corner lot would the same right in/right out from 25th Street or Chandler Road be allowed. Shewchuk replied if it meets the criteria of spacing from driveways and from intersections he would think the Public Works Department would look favorably on it.

Jacobson referred to the site plan that was submitted in the report and pointed to the proposed traffic areas.

Ritz inquired if the city was to determine a traffic light would need to be installed at the intersection of 22nd Street and Chandler Road if there is enough distance from the intersection to the proposed right in/right out. Shewchuk commented that was not discussed specifically, however he assumes the Public Works Department looked at that before they determined if it was an appropriate location.

Casey commented when the car lots were going in there was some opposition to the perceived lighting issues onto the houses to the south. He inquired if any of the neighbors had comments regarding this proposal. Shewchuk replied there were not. He commented the Planning Department received several calls. He stated the neighbors had a neighborhood meeting and the proposed development was discussed there.

Jacobson inquired if the proposed development was liquid fuel sales. Shewchuk replied it is.

Ritz referred to a vacant lot across the street to the east of the proposed development which is currently zoned BG, and questioned if there was a reason the development did not look at this lot. Duvall replied he is not sure. This is the lot Casey's came to Schemmer with the proposed lot in mind.

MOTION was made by Ackley, seconded by Casey, to recommend APPROVAL of a request to rezone Lot 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BN to BG for the purpose of a convenience store with fuel and liquor sales; and approval of the proposed access. Applicant: Casey's Retail Company. Location: 7724 South 22nd Street. Case #: Z-1808-05. APPROVAL of the change of zone and access points based upon the lack of perceived negative impact upon the surrounding area, conformance with the Comprehensive Plan, and recommendation from the Public Works Department. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be proceed to CITY COUNCIL for PUBLIC HEARING on October 22, 2018.

PUBLIC HEARING was held on a request to amend Article 7, City of Bellevue Zoning Ordinance, regarding digital signs. Applicant: City of Bellevue.

Shewchuk mentioned this item was discussed at the July Planning Commission meeting and was continued to tonight's meeting. Upon reviewing additional information regarding methods of measuring light intensity, it was determined to measure in foot candles versus nits. The Planning Department is recommending that digital signs be required to "be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient

MINUTE RECORD

Bellevue Planning Commission Meeting, September 20, 2018, Page 5

lighting when measured in accordance with International Sign Association criteria.” Shewchuk stated it is easier to measure light intensity in foot candles than in nits and that a light meter could be purchased rather inexpensively when needed.

Brittnie True, 23319 Hunt Avenue, Council Bluffs, Iowa, thanked Shewchuk for considering foot candles. She addressed the 15 second hold time, static signs, and brightness. She referred to the signs at Bellevue West and Sonic. She requested that the required hold time be reduced and the requirement for static displays be reconsidered.

Handouts were provided to the Planning Commission by Ms. True.

Pat Shannon, 3417 E. Dutchman Circle, Bellevue, stated he had concerns with on premise and off premise signs, and message centers. He stated the ordinances and regulations are a set of rules which should be followed. He referred to letter “C” in the handout which states “the city reserves the right to further regulate individual signs based on vehicular traffic safety”. He stated ordinances are enforced and should be applied, this should not be determined on an individual basis.

There was no one else present to speak in favor of, or in opposition to this request.

Shewchuk explained the difference between off premise signs and billboard signs. He explained once a sign is permitted the permit stays with the sign. There is no requirement for an annual permit. Shewchuk stated other concern brought forward by Mr. Shannon is already in the existing sign ordinance. He mentioned letter “C” is in the current ordinance, he just moved the placement of this item in the ordinance. He stated the intent is to have the regulations for billboards and other digital signs be compatible.

Ackley referred to scrolling signs. Ackley inquired as to whether or not there was an urgency to move this item on to the City Council; Shewchuk replied there was not. Ackley indicated that the matter of scrolling signs and other signs depicting movement should also be addressed in the regulations.

MOTION was made by Ackley, seconded by Perrin, to CONTINUE to the November 15, 2018 Planning Commission meeting a request to amend Article 7, City of Bellevue Zoning Ordinance, regarding digital signs. Applicant: City of Bellevue. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will CONTINUE to PLANNING COMMISSION for PUBLIC HEARING on November 15, 2018.

Meeting adjourned at 8:15 p.m.



Shirley R. Harbin
Planning Assistant

MINUTE RECORD

CLAIMS FOR OCTOBER 8, 2018 - FY 2017-2018

PAGE 1

MAYOR

ERWIN'S JEWELRY	JEWEL OF BELLEVUE (2)	120.00
PANEBRASKA LLC	CPS-UNITED CITIES MEETING SUPPLIES	20.30
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		\$ 140.30

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	50.82
TREES SHRUBS AND MORE	BUSHES	434.70
U.S. CELLULAR	MONTHLY SERVICE	129.84
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		\$ 615.36

CABLE ADVISORY

U.S. CELLULAR	MONTHLY SERVICE	64.91
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		\$ 64.91

FINANCE/RISK MANAGEMENT/SAFETY

A-1 FLAGS, POLES AND REPAIR	CPS-FLAGS FOR 911 MEMORIAL	135.00
AMAZON.COM, LLC	WALL CLOCK, OFFICE SUPPLIES	417.88
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	95.46
COSGRAVE COMPANY	US AND NEB FLAGS	1,122.50
INDOFF	COIN WRAPPERS	55.72
THE CURE	RESPIRATORS, SAFETY VESTS	291.00
U.S. CELLULAR	MONTHLY SERVICE	64.91
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		\$ 2,182.47

LIBRARY

AMAZON.COM, LLC	PROGRAM SUPPLIES, BOOKS, VIDEOS	187.26
AMAZON.COM, LLC	CPS-VIDEOS	498.54
AMAZON.COM, LLC	BOOKS	498.54
CENTER POINT LARGE PRINT	BOOKS	138.76
DILLONS CUSTOMER CHARGES	MISC SUPPLIES	8.75
INDOFF	OFFICE SUPPLIES	205.79
INGRAM LIBRARY SERVICES	BOOKS	153.28
KAPPA MAP GROUP, LLC	OMAHA WALL MAP	219.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	172.73
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER	650.00
TOM'S ENGRAVING	STAMPS	20.00
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		\$ 2,752.65

ADMINISTRATIVE SERVICES/PERSONNEL

INTEGRATED REHAB	PHYSICAL TEST FOR NEW EMPLOYEES	465.00
OMAHA WORLD HERALD CO	CIVIL SERVICE COMMISSION AD	9.43
SHRM NEBRASKA STATE COUNCIL	CPS-REGISTRATIONS FOR TRAINING	459.00
SPARTAN NASH STORES, LLC	CPS-EMPLOYEES APPRECIATION BREAKFAST	49.11
U.S. CELLULAR	MONTHLY SERVICE	72.54
ULTIMATE SOFTWARE GROUP, INC	HR SYSTEM FEES	36,064.65
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		\$ 41,939.23

MINUTE RECORD

CLAIMS FOR OCTOBER 8, 2018 - FY 2017-2018

PAGE 2

PUBLIC WORKS

INDOFF	OFFICE SUPPLIES	340.67
NEBRASKA IOWA SUPPLY CO	DIESEL & UNLEADED FUEL	11,541.48
SARPY COUNTY REGISTER OF DEEDS	RECORDING FEES	10.00
U.S. CELLULAR	MONTHLY SERVICE	604.65
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		\$ 12,496.80

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	743.00
ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING PROJECT	9,983.70
AMAZON.COM, LLC	LED WORK LIGHT	104.30
GRAINGER	SUPPLIES	2,966.98
LAMP RYNEARSON & ASSOCIATES	SWIMMING POOL IMPROVEMENTS	980.32
MENARDS	SUPPLIES	107.71
PRECISE MRM LLC	GPS TRACKING INVOICE	133.31
U.S. CELLULAR	MONTHLY SERVICE	201.88
VALLEY GALVANIZING	CPS-STRUCTURAL MATERIAL FINISH	597.41
VOGEL WEST	PAINT SUPPLIES	86.48
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	43.98
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		\$ 15,962.49

RECREATION

AMAZON.COM, LLC	PUGG SOCCER GOALS	193.88
B&D DIAMOND PRO	BALL FIELD TOP DRESSING	6,800.00
MARK STEERE	REFUND DEPOSIT FOR REED CENTER	350.00
NEBRASKA FURNITURE MART	CPS-FURNITURE	359.08
U.S. CELLULAR	MONTHLY SERVICE	49.14
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		\$ 7,752.10

BUILDING MAINTENANCE

ASSOCIATED FIRE PROTECTION	TROUBLESHOOT	210.00
BEST CUT LAWN CARE	RETAINING WALL AT 1500 WALL STREET	6,206.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION	1,165.00
HILTI, INC	NEW DRILL BITS	69.95
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	204.88
MENARDS	SUPPLIES	689.04
OMAHA NEON SIGN CO	RETRIEVE AND REPAIR NEON SIGN	315.13
OVERHEAD DOOR COMPANY	REPAIR WALL BUTTON	220.00
SECURITY EQUIPMENT	SOFTWARE SUPPORT	2,193.00
SUPPLYWORKS	JANITORIAL SUPPLIES	1,423.92
U.S. CELLULAR	MONTHLY SERVICE	24.18
WESTLAKE ACE HARDWARE	SUPPLIES	33.72
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		\$ 12,754.82

CEMETERY

AMAZON.COM, LLC	PRINTING SUPPLIES, OFFICE SUPPLIES	111.68
BETTS ENTERPRISES	RESET STONE-COMSTOCK	375.00
INDOFF	PRINTER CARTRIDGES	94.05
PULVERENTE MONUMENT COMPANY	MAUS DOOR	50.00
U.S. CELLULAR	MONTHLY SERVICE	49.14
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		\$ 679.87

MINUTE RECORD

CLAIMS FOR OCTOBER 8, 2018 - FY 2017-2018

PAGE 3

STREETS

AMAZON.COM, LLC	OFFICE SUPPLIES	266.73
ASPEN EQUIPMENT CO	LABOR, SHOP SUPPLIES	1,945.58
ASPHALT & CONCRETE MATERIALS	ASPHALT AND TACK	611.25
CENTRAL SALT	DE-ICING SALT	5,119.89
COX BUSINESS SERVICES	MONTHLY SERVICE	83.39
DREF'S TREE SERVICE, INC	TRIM TREES PER CITY ORDINANCE	1,100.00
EASTERN NEBRASKA HUMAN SERVICES AGENCY	18 INCH STAKES	27.00
GUARD RAIL SYSTEMS CO	TRAFFIC CONTROL, REMOVE GUARDRAIL	4,981.30
IDEAL PURE WATER COMPANY	BOTTLED WATER	65.00
JMN CONSTRUCTION, LLC	36TH ST BRIDGE REPAIRS	31,524.12
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	89.34
MARTIN PRODUCTS SALES, LLC	BULK OIL	292.30
MENARDS	MISC SUPPLIES	154.25
METRO LANDSCAPE MATERIALS AND RECYCLING	GRIND TREES AT OLD LANDFILL	6,000.00
METRO LEASING	METRO LEASE - STREET SWEEPER-8698	9,587.45
METRO LEASING	METRO LEASE - F550 AERIAL BOOM - 8724	5,816.04
METRO LEASING	METRO LEASE - INTL TRUCK CHASSIS - 8733	13,261.84
METRO LEASING	METRO LEASE - INTL TRUCK CHASSIS - 8733	13,612.86
MICHAEL TODD & COMPANY	66 INCH ELGIN TUBE BROOM	1,498.08
PRECISE MRM LLC	POOLED DATA FOR GPS, STORAGE FEE	388.83
READY MIXED CONCRETE COMPANY	CONCRETE	8,276.09
THE SOD COMPANY	ROLLS OF SOD	140.00
THOMPSON DREESSEN & DORNER	25TH STREET IMPROVEMENTS	11,740.35
TOMASEK MACHINE SHOP	SHAFTS FOR BIBEAU SPREADER CHAINS	350.00
U.S. CELLULAR	MONTHLY SERVICE	199.45
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
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		\$ 117,144.56

FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	USED ANTI FREEZE RECYCLE SERVICE	1,416.00
AMAZON.COM, LLC	CPS-CREDIT	(27.80)
AUTOMOTIVE WAREHOUSE DIST, INC	MISC PARTS FOR CITY VEHICLES	1,321.37
BAXTER CHRYSLER DODGE JEEP	MISC PARTS FOR CITY VEHICLES	904.24
BAXTER FORD	MISC PARTS FOR CITY VEHICLES	92.98
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	13.88
CORNHUSKER INTERNATIONAL TRUCKS	MISC PARTS FOR CITY VEHICLES	208.94
CUMMINS CENTRAL POWER	INSITE PRO REGISTRATIONS	625.00
EQUIPMENT TECHNOLOGIES, LLC	FILTERS FOR STOCK	85.58
FACTORY MOTOR PARTS CO	MISC PARTS FOR CITY VEHICLES	116.72
FARM PLAN	MISC PARTS FOR CITY VEHICLES	647.73
GCR TIRES & SERVICE	ALIGNMENT FOR CITY VEHICLES	1,115.94
INLAND TRUCK PARTS CO	BRAKE PADS, CALIPERS, ROTORS	4,755.08
INTERSTATE BATTERIES	BATTERIES	332.46
J & J SMALL ENGINE SERVICE	MISC PARTS FOR CITY EQUIPMENT	152.24
JIM HAWK TRUCK TRAILERS	MISC PARTS FOR CITY VEHICLES	159.72
JONES AUTOMOTIVE	LENS COVERS FOR LIGHT BARS	839.78
KELLY SUPPLY COMPANY	BUSHINGS FOR PA501	24.38
KIMBALL MIDWEST	1/4 SPLIT LOOM	140.32
KRIHA FLUID POWER CO	PARTS FOR CITY VEHICLES	154.72
LOGAN CONTRACTORS SUPPLY	REAR DRUM FOR ST06	2,235.60
MAX I WALKER	UNIFORM PANTS	32.48
MENARDS	VACCUM CLEANER, SUPPLIES	178.51

MINUTE RECORD

CLAIMS FOR OCTOBER 8, 2018 - FY 2017-2018

PAGE 4

FLEET MAINTENANCE (cont'd)

MPH INDUSTRIES	MPH CABLE ASSEMBLIES FOR POLICE FLEET	854.54
NAPA AUTO PARTS	PLUG, ADAPTER KIT, PARTS, FILTERS	905.69
NEBRASKA IOWA INDUSTRIAL	MISC SUPPLIES	197.32
O'REILLY AUTOMOTIVE PARTS	MISC PARTS FOR CITY VEHICLES	25.92
P&M HARDWARE	BELT, COVERS, SPRINGS	208.30
POWERPLAN	O-RINGS FOR ST151	5.68
SPARTAN MOTORS USA, INC	PARTS FOR CITY VEHICLES	231.85
STATE STEEL	ALUM FOR FAB SHOP	75.27
SUSPENSION SHOP	SPRINGS U BOLTS AND PINS FOR ST44	1,101.24
TERMINAL SUPPLY CO	TERMINALS FOR STOCK	59.37
TY'S OUTDOOR POWER & SERVICE	CARBURETOR FOR STSAW10A	125.15
U.S. CELLULAR	MONTHLY SERVICE	69.65
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WAYTEK, INC	CPS-AUTOMATIC CHARGING RELAY	288.54
WELDON PARTS INC	AC CERTIFICATION- SCOTT PARKS	20.00
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		\$ 19,771.79

PERMITS & INSPECTIONS

ALLEN FOLLMER	REIMBURSEMENT FOR CODE CLASS	135.00
MICHAEL SWINFORD	REIMBURSEMENT FOR B1 RES BLDG INSP	209.00
U.S. CELLULAR	MONTHLY SERVICE	201.00
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		\$ 545.00

POLICE/CODE ENFORCEMENT

ACTION SIGNS	GRAPHIC INSTALLATION FOR NEW VEHICLES	131.25
AMAZON.COM, LLC	ARMORER'S SUPPLIES, CLEANING SUPPLIES, OFFICE SUPPLIES	781.63
AXON INTERPRISE, INC	CONDUCTIVE TARGETS TOP AND BOTTOM	186.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	108.90
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
EMBASSY SUITES, LINCOLN	CPS-LODGING	357.21
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	58.45
GALL'S, LLC	CPS-UNIFORM	29.65
HILTON GARDEN INN, CO	CPS-LODGING	500.70
INDOFF	OFFICE SUPPLIES	202.94
J P COOKE COMPANY	NOTARY STAMP FOR SGT STUCK	34.70
MENARDS	SUPPLIES	74.82
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CPS-TRAINING FOR 6 OFFICERS	3,594.00
SECRETARY OF STATE	NOTARY FEE-STROEHER	30.00
SMITH DAVIS INSURANCE INC	BOND FOR STROEHER	40.00
SOUTHWEST AIRLINES	CPS-AIR FARE	363.60
TRACTOR SUPPLY CREDIT PLAN	CPS-DOG KENNEL	359.99
TRAVELERS	LIABILITY PAYMENT	3,631.00
TRI-TECH FORENSICS, INC	NARCO POUCHES	499.00
U.S. CELLULAR	MONTHLY SERVICE	3,528.75
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		\$ 14,612.59

MINUTE RECORD

CLAIMS FOR OCTOBER 8, 2018 - FY 2017-2018

PAGE 5

FIRE & RESCUE

AARON PETH	REIMBURSE LOCK	27.80
AMAZON.COM, LLC	CPS-DIGITAL DOWNLOAD BOOKS, EMT BOOKS, PRINTING SUPPLIES, BOOTS	1,425.76
BELLEVUE PRINTING COMPANY	BILLING ENVELOPES	492.70
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,735.37
EC DATA SYSTEMS, INC	CPS-MONTHLY FEE	7.95
ED M FELD EQUIPMENT CO	HELMETS	960.00
HOLIDAY INN EXPRESS-VAN WERT, OH	CPS-LODGING FOR CHECKING ON MED UNIT	351.06
KIDDE FIRE TRAINERS	TOWER MAINTENANCE	5,377.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	103.43
MEDTRONIC PHYSIO-CONTROL	MEDICAL SUPPLIES	5,349.00
MES-MIDAM	BUNKER GEAR PANTS	8,840.00
NATIONAL FIRE PROTECTION	NFPA RENEWAL GUIDO	175.00
U.S. CELLULAR	MONTHLY SERVICE	890.62
	\$	28,735.69

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE	312.00
PM AM CORPORATION	MONTHLY ALARM FEES	2,360.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE FEE	125.00
SPARQDATA SOLUTIONS	PAYROLL RECORDS IMAGING	2,631.97
	\$	5,428.97

INFORMATION TECHNOLOGY

ACCESS	BACK UP STORAGE TAPES	392.56
AMAZON.COM, LLC	WALL MOUNT SERVER RACK	162.52
CORE TECHNOLOGIES, INC	COMMUNICATION PARTS	69.75
DELL MARKETING L.P.	OPTIPLEX COMPUTERS	4,172.61
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE	59.95
TJ CABLE	LOCATES	150.00
	\$	5,007.39

WASTEWATER

AMAZON.COM, LLC	LAMINATOR	79.99
HDR ENGINEERING, INC	QUAIL CREEK BASIN PROJECT	14,775.92
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT AND FORCE MAIN	636.77
U.S. CELLULAR	MONTHLY SERVICE	500.70
	\$	15,993.38

BELLEVUE MUNICIPAL BUILDING CORP

J P COOKE COMPANY	NAME PLATE FOR CHAMBER	27.70
	\$	27.70

TOTAL CLAIMS FOR OCTOBER 8, 2018 PAID SEPT 28, 2018 FOR YEAR-END	\$	302,198.32
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TOTAL PAYROLL FOR SEPT 21, 2018	\$	933,217.16
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2018 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting</u>	<u>Address of Hunting Site</u>	<u>Gvn to</u>	<u>PD Apprv'd</u>	<u>CC</u>	
							<u>Permit #</u>		<u>Police</u>	<u>or Dn'd</u>	<u>CC Mtg</u>	<u>Apprv'd or Denied</u>
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	402.331.4700	8878062	1310 Camp Gifford Road	8/6/18	8/8/18	8/27/18	8/27/18
Angelo Emmi	2730 Madison Street	Omaha	68107	n/a	402.312.8369	n/a	8891746	1310 Camp Gifford Road	8/7/18	8/8/18	8/27/18	8/27/18
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5597	402.677.3871	n/a	8916778	509 Bellevue Blvd. South	8/13/18	8/13/18	8/27/18	8/27/18
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5597	402.677.3871	n/a	8916778	505 Bellevue Blvd. South	8/13/18	8/13/18	8/27/18	8/27/18
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5597	402.677.3871	n/a	8916778	507 Bellevue Blvd. South	8/13/18	8/13/18	8/27/18	8.27/18
Jeff Christensen	11040 "U" Street	Omaha	68137	402.592.4884	402.990.6932	n/a	8943673	1315 Bluff Street	8/17/18	8/22/18	8/27/18	8/27/18
Samuel R. Berkey	7304 N. 58th Street	Omaha	68152	402.505.3512	402.212.1762	402.533.7246	7859499	501 Washington	8/24/18	8/27/18	9/10/18	9/10/2018
Terry Rybar	1723 N. 159th Street	Omaha	68118	402.965.3475	402.917.2221	402.293.3014	9004411	1107 Camp Gifford Road	9/19/18	9/19/18	10/8/18	
Jason T. Fox Jr.	107 Alton Street	Memphis	68042	402.318.2001	402.318.2001	n/a	9029875	301 Washington	9/24/18	9/24/18	10/8/18	
Martin E. Merrill Jr.	3710 S. 155th Street	Omaha	68144	402.515.2424	n/a	n/a	8961085	301 Washington	9/24/18	9/24/18	10/8/18	
Jason T. Fox Sr.	107 Alton Street	Memphis	68042	402.318.1781	402.318.1781	n/a	9029874	301 Washington	9/24/18	9/24/18	10/8/18	
Brad Shearer	1003 W. 31st Avenue	Bellevue	68005	402.690.3463	n/a	n/a	8058941	Outlot A of Fairway Estates	9/24/18	9/24/18	10/8/18	
Tom Kelly	1211 Bellevue Blvd. North	Bellevue	68005	402.612.6864	n/a	n/a	9043767	1211 Bellevue Blvd. North	10/3/18	10/3/18	10/8/18	
Tom Kelly	1211 Bellevue Blvd. North	Bellevue	68005	402.612.6864	n/a	n/a	9043767	412 Dowding Court	10/3/18	10/3/18	10/8/18	
Tom Kelly	1211 Bellevue Blvd. North	Bellevue	68005	402.612.6864	n/a	n/a	9043767	1302 Grove Road	10/3/18	10/3/18	10/8/18	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a
10.8.18

COUNCIL MEETING DATE:	October 8, 2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CHS</i>		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to rezone Tax Lot 1, except right-of-way, Section 7, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, from AG to BN for the purpose of a business office. Applicant: Matt Ricchini. Location: 4803 Capehart Road.

SYNOPSIS:

Matt Ricchini is requesting a change of zone from AG to BN in order to use the existing house on this site as an office for his insurance business.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended denial of this change of zone request.

BACKGROUND:

Matt Ricchini is requesting a change of zone from AG to BN Neighborhood Business for the lot located at 4803 Capehart Road. There is currently a single family residence on the lot; Mr. Ricchini wants to utilize the existing structure as an insurance office. This request is not in conformance with the Future Land Use Map of the Comprehensive Plan and there is no other commercial zoning in this area of Capehart Road; staff believes approval of this request would be an illegal "spot zone". Staff is also concerned about future access to this site in the event improvements are made to the intersection of 48th Street and Capehart Road. Such improvements could reduce or eliminate access to the site from 48th Street. There is an access easement to this lot from the west through the Falcon Pointe subdivision, but it is not desirable to have a commercial access through a residential development. Additionally, once the zoning is changed it will stay with the land (unless changed again by Council) and when Mr. Ricchini vacates the property it could be used for any number of commercial uses allowed in the BN zoning district.

ATTACHMENTS:

1 PC recommendation

2 Planning Department staff report

3 Proposed Ordinance

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
n/a
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Matt Ricchini

LOCATION: 4803 Capehart Road

CASE #: Z-1808-04

CITY COUNCIL HEARING DATE: October 22, 2018

REQUEST: to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

On September 20, 2018, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Baumgartner
	Cain						Smith
	Jacobson						
	Ackley						
	Casey						

Planning Commission Hearing (s) was held on: September 20, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1808-04

FOR HEARING OF:

REPORT #1: September 20, 2018

REPROT #2: October 22, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Matt Ricchini
2211 Capehart Road
Suite 106
Bellevue, NE 68123

B. PROPERTY OWNER:

Kevin and Cheryl Mills
4803 Capehart Road
Papillion, NE 68133

C. LOCATION:

4803 Capehart Road

D. LEGAL DESCRIPTION:

Tax Lot 1, Except Right-of-Way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Tax Lot 1, Except Right-of-Way, from AG to BN.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning for a business office.

H. SIZE OF SITE:

The site is approximately .91 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single family residence constructed in 1991 and a 1,200 square foot pole building.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant/Agricultural, AG
2. **East:** Vacant (newly platted Belle Lago subdivision), RG-28
3. **South:** Vacant (newly platted Falcon Pointe subdivision), RS-72
4. **West:** Vacant (newly platted Falcon Pointe subdivision), RS-72

C. REVELANT CASE HISTORY:

1. On September 20, 2018, the Planning Commission recommended denial of a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

D. APPLICABLE REGULATIONS:

Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this area.
2. The property has access from a private drive off of South 48th Street.

D. UTILITIES:

With the residential development happening adjacent to this property, all utilities will be available to serve the area.

E. ANALYSIS:

1. Matt Ricchini has submitted a request to rezone Tax Lot 1, except right-of-way, located in the Northeast $\frac{1}{4}$ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BN for the purpose of a business office.
2. This property is presently a non-conforming Agricultural zoned lot. The property is less than one acre, while the minimum lot size for AG lots is 20 acres.
3. The applicant has indicated he would like to operate his State Farm Insurance business on the property. He intends to use the existing single family residence for this purpose if the requested change of zone is approved.
4. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.
5. The area immediately south of the Capehart Road and 48th Street intersection is being developed residentially. In the past year, approximately 140 acres adjacent to this property have been platted as residential properties and are in the process of being developed. There have been 280 single family residential lots platted, as well as one multi-family residential lot.
6. This property has access from S. 48th Street. Due to controlled access along Capehart Road, this property will not have access to Capehart Road in the future. It is also safe to assume at some point in the future, improvements will need to be made to 48th Street as well which will limit the full access this property currently has. An access easement was provided for on the adjacent Outlot A, Falcon Pointe, for the purpose of this property taking access through the Falcon Pointe subdivision in the future.
7. The Future Land Use Map of the Comprehensive Plan identifies this area as medium density residential. With the residential development presently occurring adjacent to this property, there will not be other commercial properties along the south side of Capehart Road at 48th Street. Subsequently, staff views the rezoning of this small parcel as spot zoning and not suitable for the area.

Short term, the proposed use could work with the surrounding residential development; however, long range planning suggests spot zoning this parcel as commercial is not appropriate. The zoning will run with the land, and remain after the applicant moves on from the property. Once the insurance office has closed,

this small lot will not likely be desirable for commercial businesses. This will be due to the residential nature of the area, as well as the likely future restricted access.

There are several large properties near 36th Street and Capehart Road which are zoned commercially and remain undeveloped. As such, staff believes this will be the future commercial center which services the area.

8. 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 Springfield Platteview 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.

Mike Christensen, Chief Building Official, commented a change of occupancy from residential to commercial will require the entire building to be brought into code compliance with the new occupancy. This would include ADA compliance.

No other comments were received in this case.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received August 15, 2018

VII. COPIES OF REPORT TO:

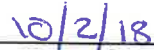
1. Matt Ricchini
2. Kevin and Cheryl Mills
3. Public Upon Request



Prepared by:

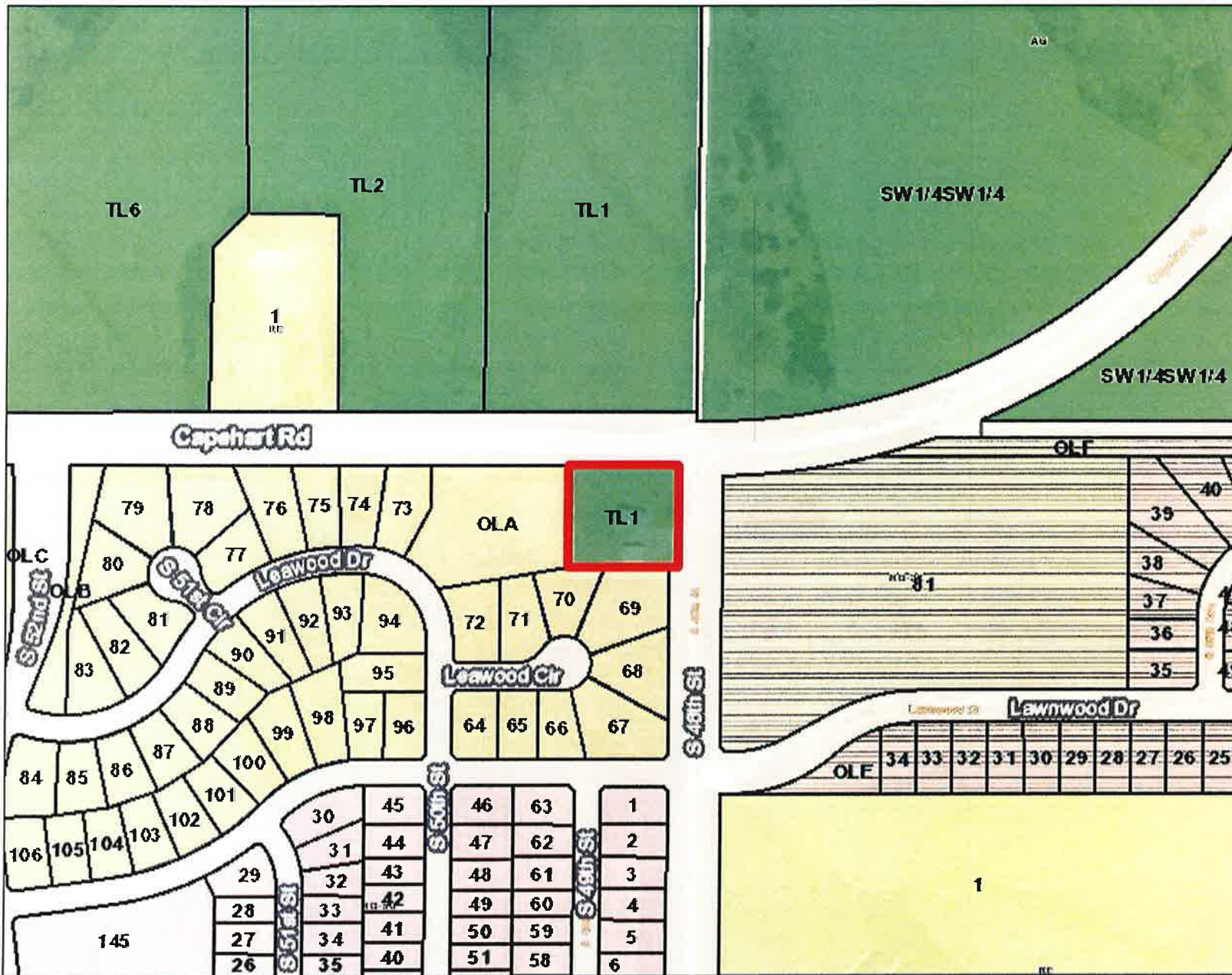


Planning Director



Date of Report

Zoning Map 4803 Capehart Road



Location

Legend

Road Centerlines

2018 Aerial Photo

 Red: Band_1

Green: Band_2

Blue: Band_3



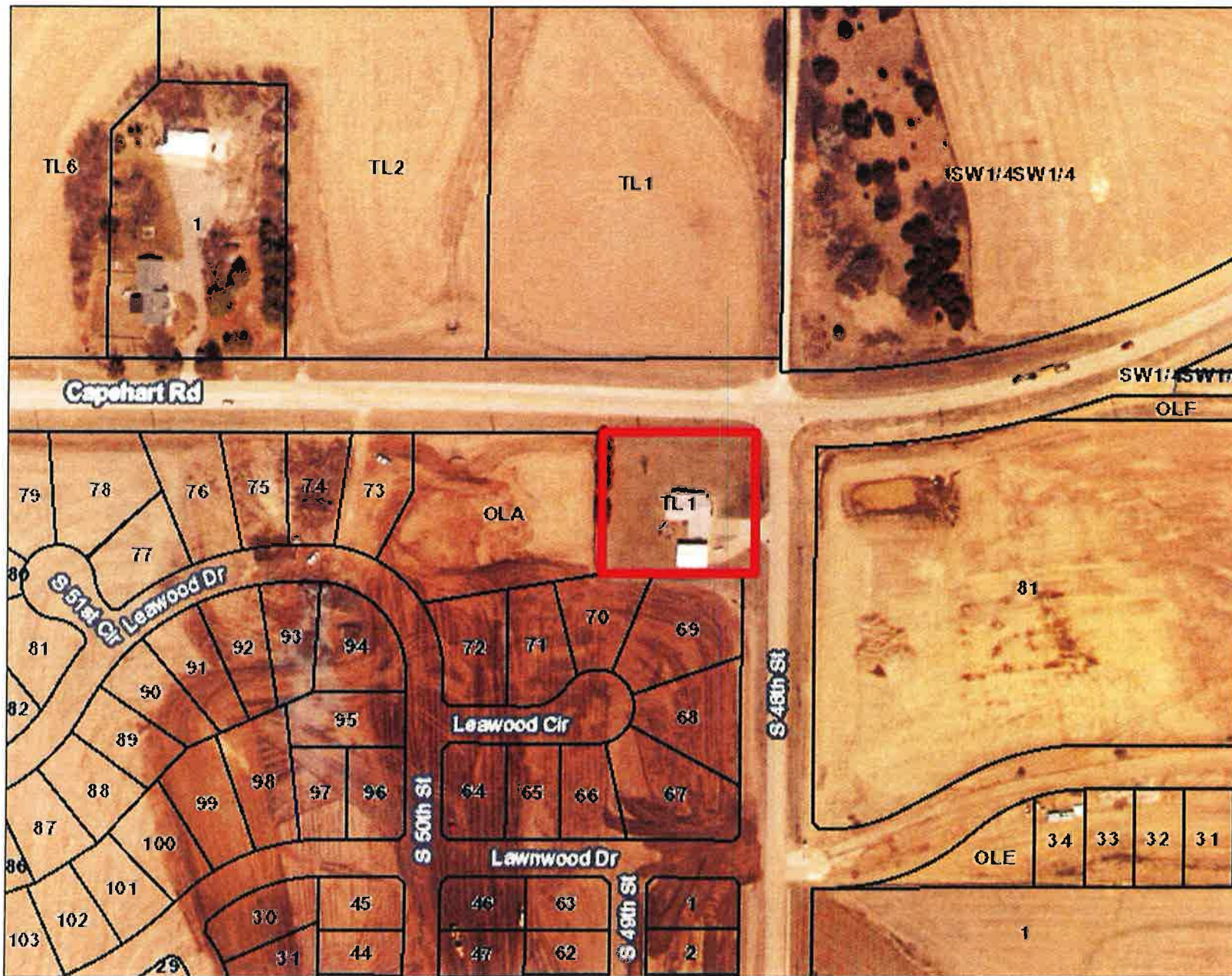
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

4803 Capehart Road



Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1: 2,400



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

Matt Ricchini, Agent RICP
2211 Capehart Rd. Suite 106
Bellevue, NE 68123
Bus. 402-292-1900
Fax 402-292-1901
matt.ricchini.qwn2@statefarm.com



August 15, 2018

To: Bellevue Planning Dept.

Re: Written justification of the zoning change

Dear members of the Bellevue Planning Department,

I am asking to have this location rezoned to business use so I can make productive use of the land in the operation of my State Farm Insurance Business. The use of a residential property for a State Farm office has been done in many other cities across the county and has even been done in the past by one of my predecessors, Bob Dragos.

This is a good change of use, as the use for State Farm business does not present a significant change of traffic, modifications to the building, or use that normally comes with an increase in trash, odors, or deliveries trucks bringing goods or inventories. As a member of this business community for the last 13 years, I intend to run my business for the next twenty years and I'd like to keep the business in Bellevue. This location allows me to address my long term goals without disrupting what will be a residential neighborhood.

I would be happy to field any questions or concerns. I can be reached on my personal cell phone at 402-660-2430.

Matt Ricchini
State Farm Agent/Owner

RECEIVED
AUG 15 2018
PLANNING DEPT.

ORDINANCE NO. 3916

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 4803 CAPEHART 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:

Tax Lot1, Exc ROW, located in the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to BN (Neighborhood Business District)

(Matt Ricchini)

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 _____, 2018.

APPROVED AS TO FORM:


City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

106
10.8.18

COUNCIL MEETING DATE:	October 8, 2018	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
SUBMITTED BY:		ORDINANCE <input checked="" type="checkbox"/>
Chris Shewchuk, Planning Director <i>MS</i>		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to rezone Lot 74, Kennedy Town Center, from BN to BG for the purpose of a convenience store with fuel and liquor sales. Applicant: Casey's Retail Company. Location: 7724 South 22nd Street.

SYNOPSIS:

Casey's Retail Company is requesting a change of zone from BN to BG to allow for the construction of a convenience store with fuel and liquor sales at 7724 South 22nd Street. The BN zoning allows the convenience store, but does not permit fuel sales. Additionally, the agenda will include a partial release of restricted access to this site. Access to Chandler Road was prohibited from this lot with the final plat of Kennedy Town Center.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this change of zone request. The location of the proposed access drive has also been reviewed and recommended for approval.

BACKGROUND:

Casey's Retail Company is requesting a change of zone from BN Neighborhood Business to BG General Business for Lot 74 Kennedy Town Center, located at 7724 South 22nd Street. The purpose of the zoning change is to allow for the development of a convenience store with fuel sales; the present zoning would allow the convenience store but not fuel sales. This request is in conformance with the Comprehensive Plan. In addition to the zoning change, the Council is being asked to approve a "Partial Release of Restricted Access" for this lot. The Kennedy Town Center plat, approved in 2006, did not permit access to Chandler Road from this lot. The site plan attached to the staff report shows the location of the proposed access drive—this location has been reviewed and approved by the Public Works Department.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff report	5	
3	Proposed Ordinance	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: *[Signature]*

FINANCE APPROVAL: *n/a*

LEGAL APPROVAL: *[Signature]*

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Casey’s Retail Company

LOCATION: 7724 South 22nd Street

CASE #: Z-1808-05

CITY COUNCIL HEARING DATE: October 22, 2018

REQUEST: to rezone Lot 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BN to BG for the purpose of a convenience store with fuel and liquor sales; approval of the proposed access.

On September 20, 2018, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

APPROVAL based upon the change of zone and access points based upon lack of perceived negative impact upon the surrounding area, conformance with the Comprehensive Plan, and recommendation from the Public Works Department.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Baumgartner
	Cain						Smith
	Jacobson						
	Ackley						
	Casey						

Planning Commission Hearing (s) was held on: September 20, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1808-05

FOR HEARING OF:

REPORT #1: September 20, 2018

REPORT #2: October 22, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Casey's Retail Company
Attn: Katie DeRouchey
One SE Convenience Blvd.
Ankeny, IA 50021

B. PROPERTY OWNER:

West Dodge Place LLC
17950 Burt Street
Omaha, NE 68118

C. GENERAL LOCATION:

7724 South 22nd Street

D. LEGAL DESCRIPTION:

Lot 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lot 74, Kennedy Town Center from BN to BG.

F. EXISTING ZONING AND LAND USE:

BN, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to enable the construction of a convenience store with fuel sales.

H. SIZE OF SITE:

The site is approximately 1.91 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:** Commercial, BG and BGH (across Chandler Road)
2. **East:** Vacant, BG (across S. 22nd Street)
3. **South:** Senior Multi Family Residential, RG-20-PS
4. **West:** Vacant, RG-20-PS

C. REVELANT CASE HISTORY:

1. On April 27, 2006, the Planning Commission recommended approval of a request to rezone Lots 1 through 84, Kennedy Town Center, being a replat of Lots 1 through 16, and Outlots 1 and 2, Kennedy Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG-C to BG-C, BN, and RG-20-PD for the purpose of commercial and residential development; site plan approval for Lots 1 through 84, Kennedy Town Center; preliminary plat Lots 1 through 84, Kennedy Town Center; and waiver of Section 6-4, and Section 6-7 (4) and (7), Subdivision Regulations. The City Council approved the aforementioned requests on May 22, 2006.
2. On June 22, 2006, the Planning Commission recommended approval of a request to final plat Lots 1 through 84, Kennedy Town Center, being a replat of Lots 1 through 16, and Outlots 1 and 2, Kennedy Town Center Replat, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Kennedy Town Center Subdivision Agreement. The City Council approved the aforementioned request on August 14, 2006.
3. On September 20, 2018, the Planning Commission recommended approval of a request to rezone Lot 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BN to BG for the purpose of a convenience store with fuel and liquor sales; and approval of the proposed access.

D. APPLICABLE REGULATIONS:

Section 5.22, Zoning Ordinance, regarding BG 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:

None

C. TRAFFIC AND ACCESS:

1. The 2016 MAPA Traffic Flow Map estimates approximately 16,800 vehicles per day near the intersection of 25th Street and Chandler Road
2. The property will have access from both Chandler Road and via a private drive off of South 22nd Street. The access point along Chandler Road will be a restricted access, allowing right-in right-out movements only.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Casey's Retail Company has submitted a request to rezone Lot 74, Kennedy Town Center for the purpose of constructing a convenience store with fuel sales.
2. This property is presently zoned BN. The intent of the BN zoning district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity, while the intent of the BG zoning district is to provide for a wide range of retail and service establishments. The BN zoning district allows for a convenience store without fuel sales, while the BG district allows for fuel sales in addition to the storefront.
3. Although site plan approval is not required as part of this request, the applicant has provided a preliminary site plan which is attached to this report. A building permit has been submitted and is under review by the city. The building permit will be issued only subsequent to approval of the change of zone request.
4. The Kennedy Town Center plat does not currently allow Lot 74, Kennedy Town Center, to take access from Chandler Road. The Public Works Department is agreeable to a restricted right-in right-out access point. As such, an access agreement has been drafted by the City Attorney and will be presented to the City Council for approval. The attached site plan depicts the access points to Chandler

Road and via a private drive off of South 22nd Street which have been agreed upon with the Public Works Department.

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 Omaha 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.

Traci Stites, Offutt Air Force Base, expressed concerns with the close proximity of the proposed store to Chandler View Elementary School and the fact the store will sell alcohol and fuel. She stated if there happened to be a fuel leak or explosion, the school could be in harm's way. [Note: The school is approximately 800 feet away from the fuel storage tanks, considerable further away than either Central Elementary School or Mission Middle School are from the Kwik Shop on Mission Avenue.]

Casey's will need to follow all applicable state and local laws in order to obtain a liquor license.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL of the change of zone and access points based upon lack of perceived negative impact upon the surrounding area, conformance with the Comprehensive Plan, and recommendation from the Public Works Department.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL of the change of zone and access points based upon lack of perceived negative impact upon the surrounding area, conformance with the Comprehensive Plan, and recommendation from the Public Works Department.

VI. ATTACHMENTS TO REPORT

- 1. Zoning Map
- 2. 2018 GIS aerial photo of the property
- 3. Justification letter received August 17, 2018
- 4. Site plan received October 1, 2018

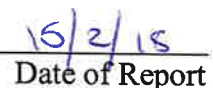
VII. COPIES OF REPORT TO:

1. Casey's Retail Company
2. West Dodge Place LLC
3. Public Upon Request

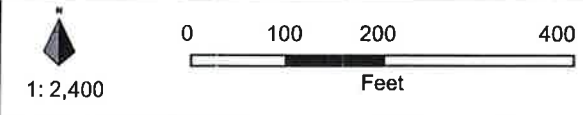
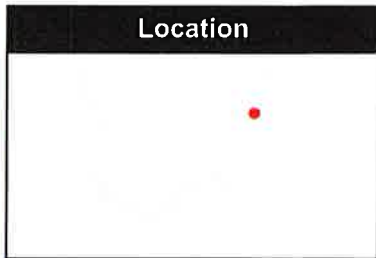
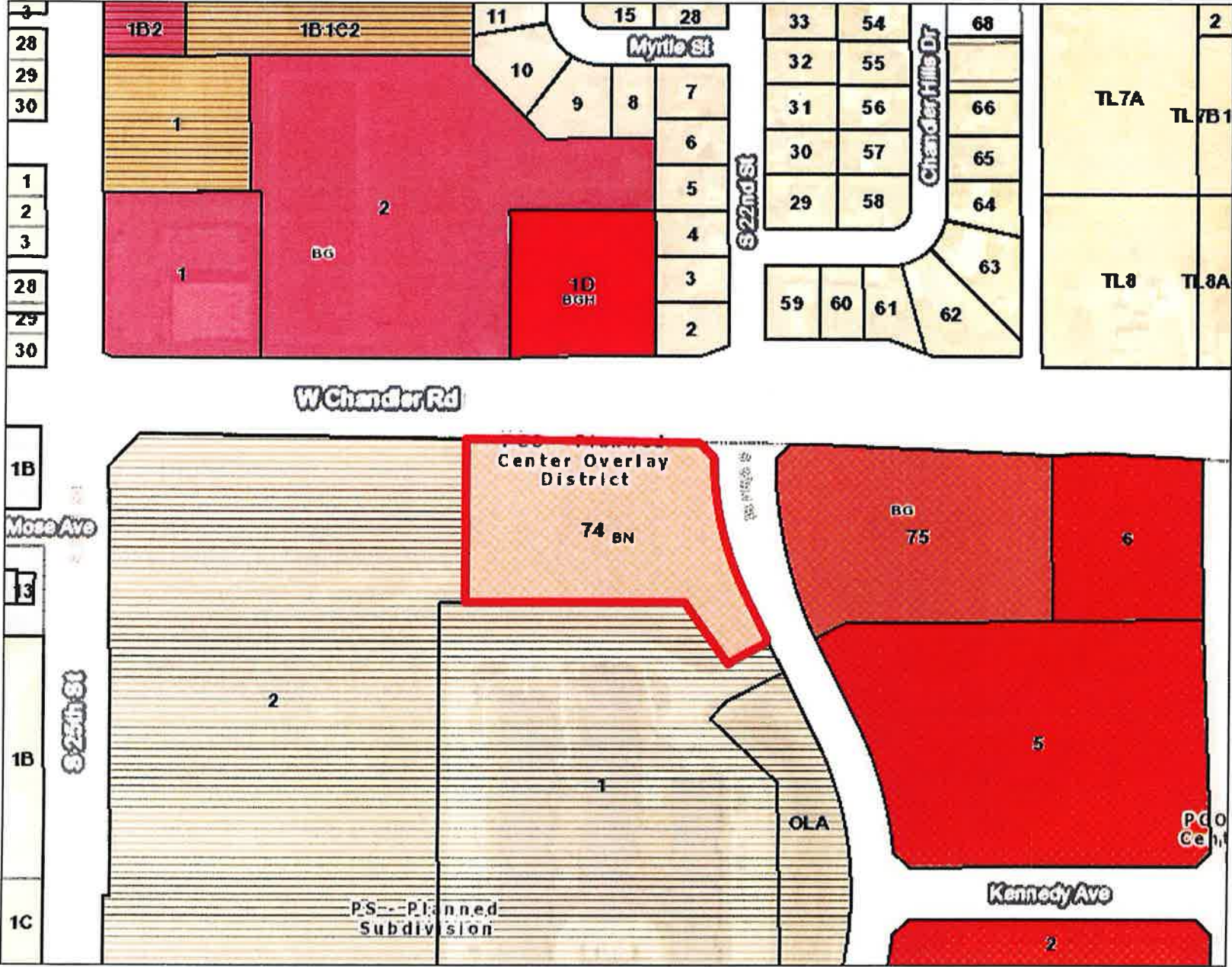


Prepared by:


Planning Director


Date of Report

Lot 74 Kennedy Town Center



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



Design with Purpose. Build with Confidence

August 17, 2018

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

Re: Casey's Retail Company
Lot 74, Kennedy Town Center
Written Justification of the Zoning Change
Schemmer Project No. 06754.041

To Whom It May Concern:

This letter is to inform you of the intentions of the developer of Lot 74, Kennedy Town Center regarding the attached application for a zoning change.

The property owner is proposing to rezone the lot from BN, Neighborhood Business to BG, General Business. The proposed development for the site consists of a 4,700 square foot convenience store with fuel sales and the sale of liquor and is a permitted use in the BG zoning district. The development would also include driveways, parking lots, grading, and utilities to serve the proposed building. Please see the attached site plan for a graphical representation of the proposed improvements.

Construction of these improvements is proposed to begin in the spring of 2019, with a proposed completion date in the summer of 2019.

Given the attached application and documentation, the applicant respectfully requests a zoning change for this property.

Please submit all questions and comments to my attention at rduvall@schemmer.com or by phone at 402-431-6369.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Robert DuVall, PE
Professional Civil Engineer

RECEIVED

AUG 17 2018

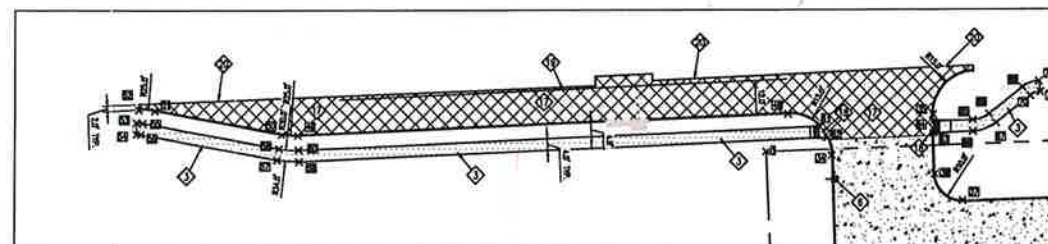
PLANNING DEPT.

PHONE 402.493.4800

FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM



 <h1 style="margin: 0;">SCHEMMER</h1> <p style="margin: 0;">Design with Purpose. Build with Confidence.</p>	
<p>PROJECT</p> <p>CASEY'S GENERAL STORE CHARLIER RD & S 22ND ST BELLAMY, ME 2018 04-FLAT ROOF REV 4</p>	<p>DATE</p> <p>06/21/2018</p> <p>TIME</p> <p>09:00 AM</p>
<p>DESCRIPTION</p> <p></p>	<p>WTC LAYOUT & PAYOFF PLAN</p> <p>C-101</p>

ORDINANCE NO. 3917

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 CHANDLER ROAD AND 22ND STREET, 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 74, Kennedy Town Center, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BN (Neighborhood Business District) to BG (General Business District)

(Casey's Retail Company)

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 _____, 2018.

APPROVED AS TO FORM:


City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a
10.8.18

COUNCIL MEETING DATE:	10/08/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Public Hearing on the Appeal of a Denied Sidewalk Waiver

SYNOPSIS:

Bernard Kusek, 1802 Jefferson Street, applied for a sidewalk waiver and was denied by Public Works. He would like to appeal the denial.

FISCAL IMPACT:

\$30 fee when requesting Appeal Hearing

BUDGETED ITEM: ☐ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☐ NO
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

BACKGROUND:

Sidewalk waivers go through the Public Works Director. If denied, the applicant can appeal via Public Hearing in front of the City Council.

ATTACHMENTS:

1	Picture of the property	4	
2	Denial Letter from PW	5	
3	Letter from Mr. Kusek	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: _____

FINANCE APPROVAL: _____ n/a

LEGAL APPROVAL: _____ n/a



City of Bellevue
Public Works Administration
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

October 2, 2018

Bernard Kusek
1802 Jefferson Street
Bellevue, NE 68005

Dear Mr. Kusek

On October 2, 2018, you submitted a request for a temporary waiver of sidewalk construction at 1802 Jefferson Street. According to Section 28-32 of The Code of the City of Bellevue, Nebraska, the public works director or his designee may waive the requirement for the construction of a sidewalk if a substantial hardship is created and it would have no adverse effect on public safety. After a visual inspection of the property, it has been determined there are not existing conditions which should create a hardship in terms of placing a sidewalk. Therefore, I must deny your request for a temporary waiver of sidewalk construction.

According to Section 28-38 of The Code of the City of Bellevue, Nebraska, you have the right to appear before City Council to hear your request. The request for a waiver must be submitted in writing to the city clerk stating the specific reasons for the waiver. There is also a filing fee of thirty dollars (\$30).

If you have any questions, please contact me at (402) 293-3025.

Sincerely,

Jeffrey L. Roberts, P.E.
Public Works Director

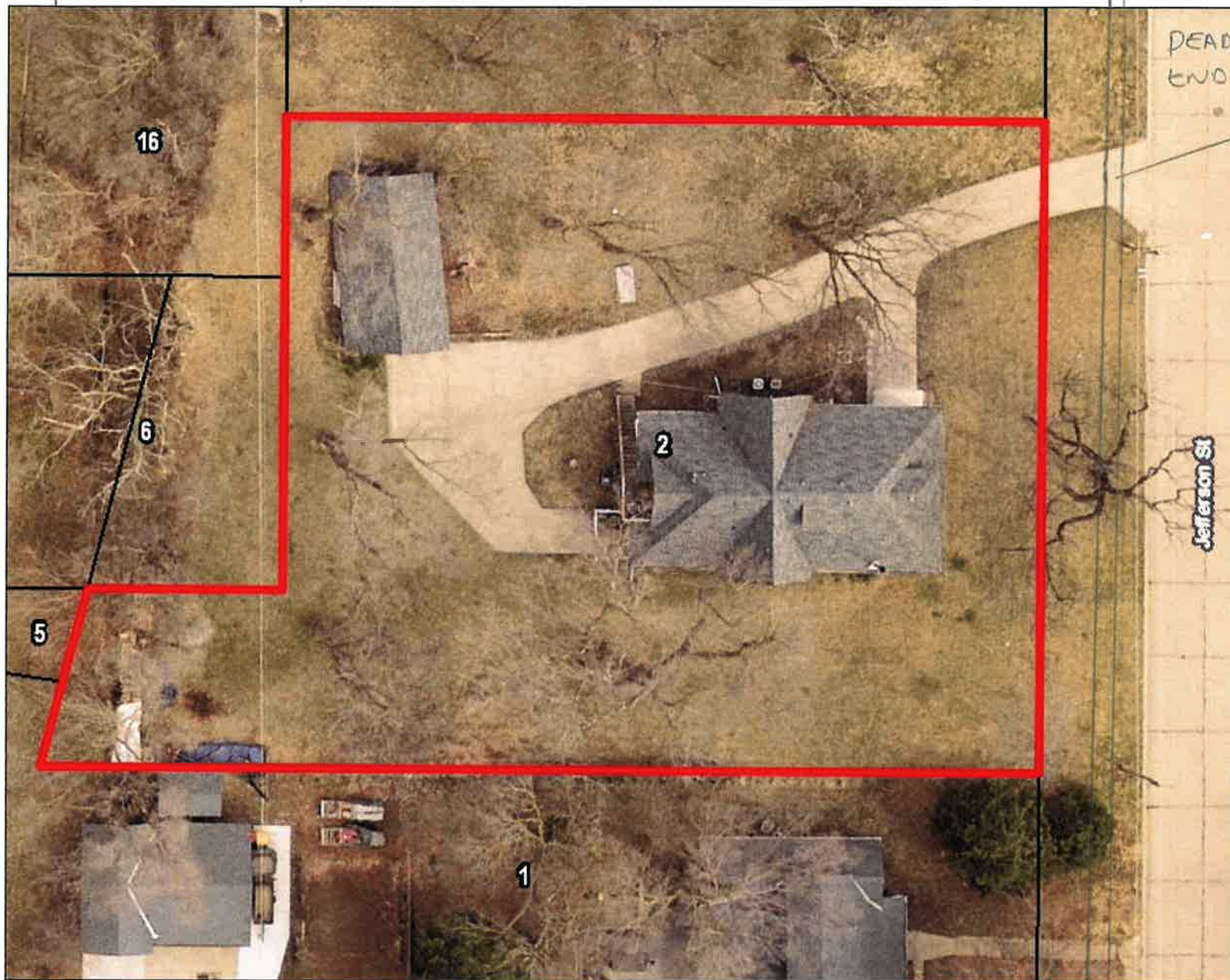
JLR/ke

Mailing Address: 1500 Wall Street • Bellevue, Nebraska 68005



BERNARD KUSEK

1802 Jefferson Street
402-670-9669 -



Location

PUBLIC WILL
WORKS / NOT
WAIVER

Legend

Road Centerlines

2018 Aerial Photo

Red: Band_1

Green: Band_2

Blue: Band_3

SIDE
WALKS

REQUIRES
SIDEWALK -
NEW CONSTRUCTION

GARAGE NOW
REPAIR - NEED
COMPLETE
REPLACEMENT
PERMIT IS
IN PROGRESS
MKE CHRISTENSEN



1: 360

0 15 30 60
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

sarpycounty
GIS

1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

BERNARD KUSEK
Bernk65@gmail.com
1802 Jefferson Street
Bellevue, NE 68005
October 3, 2018

CITY OF BELLEVUE
Public Works Department
1500 Wall Street
Bellevue, NE 68005

Dear Public Works,

My garage was damaged by high winds June 9, 2018.

My insurance company totaled the garage.

*no waiver required if
just repaired*

I came to the conclusion that my best option was to repair the garage. Sidewalks were waived for it was repair of the existing structure.

Upon discovery while excavating the soil to repair the sidewalls, it was discovered that my side walls and footings were not repairable. We would have to start over. Permit# 18-005336 Issued 9/4/2018.

Upon the cost of the construction I decided it was a better option to make the garage 5'4" wider and 2' deeper.

I am requesting that the sidewalk clause for new construction be waived.

1. Structure will replace prior structure and addition will not be noticeable from the street side.
2. Sidewalk would not tie into neighbor's sidewalks. Neighbor's sidewalks do not exist.
3. Existing mature Walnut tree would have to be removed. OPPD trims around the 13.8 K 3 phase.
4. Existing Hackberry tree on the south side of the property would have to be removed.
5. 6 foot retaining wall would have to be built to support the existing hill.
6. Water main and gas main run in the easement. 13.8K 3 phase transmission cables run overhead.
7. Jefferson Street dead ends starting on this property.
8. There is limited travel by walkers on the street.

9. The walker would have to walk from the street to the sidewalk and back into the street if the sidewalk were to be used.
10. The look of the old house would be substantially changed and would not be appealing.
11. The cost of tree removals, dirt work and retaining wall would be \$10,000 plus.
12. The property would not be physically improved.
13. 1806 Jefferson would have sidewalk end in an evergreen tree and front entrance steps.

I appreciate your consideration of waiving the sidewalk clause.

If this waiver is denied I will appeal to the city council.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernard Kusek". The signature is written in dark ink and is positioned above the printed name.

Bernard Kusek









AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE BELLEVUE POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE 59

October 1, 2018 – September 30, 2019

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – DEFINITIONS	2
ARTICLE 2 – BPOA RECOGNITION	3
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – CHECK OFF	7
ARTICLE 5 – BULLETIN BOARDS AND MESSAGE BOXES	8
ARTICLE 6 – BPOA BUSINESS	9
ARTICLE 7 – HOURS OF WORK AND DUTY SHIFTS	10
ARTICLE 8 – ATTENDANCE IN COURT, CONFERENCES & OTHER MEETINGS	12
ARTICLE 9 – OVERTIME AND CALL BACK PAY	13
ARTICLE 10 – HOLIDAYS	15
ARTICLE 11 – VACATION	17
ARTICLE 12 – SICK LEAVE	19
ARTICLE 13 – UNIFORMS AND EQUIPMENT	21
ARTICLE 14 – LONGEVITY	24
ARTICLE 15 – INSURANCE	25
ARTICLE 16 – STRIKES AND LOCKOUTS	27
ARTICLE 17 – WAGES	28
ARTICLE 18 – EDUCATIONAL INCENTIVE	30
ARTICLE 19 – PROVISIONAL APPOINTMENT	31
ARTICLE 20 – FIELD TRAINING OFFICERS	32
ARTICLE 21 – BALLISTIC VEST REPLACEMENT	33
ARTICLE 22 – INDEMNIFICATION	34
ARTICLE 23 – FUNERAL LEAVE	35

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE	36
ARTICLE 25 – EMPLOYEE RIGHTS	38
ARTICLE 26 – SENIORITY	40
ARTICLE 27 – JOB BIDDING	41
ARTICLE 28 – JOB-RELATED INJURIES	42
ARTICLE 29 – AGREEMENT AND SAVINGS CLAUSE	43
ARTICLE 30 – SAFETY AND TRAINING COMMITTEE	44
ARTICLE 31 – MILITARY LEAVE	45
ARTICLE 32 – DISCHARGE AND DISCIPLINE	46
ARTICLE 33 – EMPLOYEE FIREARMS	49
ARTICLE 34 – POLICE OFFICER TRAINEE	50
ARTICLE 35 – POLICE RETIREMENT	51
ARTICLE 36 – TAKE HOME CAR	52
ARTICLE 37 – TEMPORARY MODIFIED DUTY POLICY	53
ARTICLE 38 – DURATION, ACCEPTANCE AND REOPENING	54
APPENDIX I – AUTHORIZATION FOR PAYROLL DEDUCTION	55
APPENDIX II – SALARY SCHEDULES	56
APPENDIX III – WORK SCHEDULE FOR 12-HOUR DUTY SHIFT	58
APPENDIX IV – SETTLEMENT AGREEMENT	59
APPENDIX V – TEMPORARY MODIFIED DUTY POLICY	60

PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Officers Association/FOP Lodge 59, hereinafter referred to as the "BPOA," is entered into to promote and strive to maintain a working agreement between the City and the BPOA.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition,

- A. "BPOA" shall mean the Bellevue Police Officers Association/FOP Lodge 59.
- B. "BPOA Officers" shall mean the President, Vice President, and Secretary of the BPOA.
- C. "BPOA Officials" shall mean BPOA Officers and Association Board of Directors
- D. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- E. "City" shall mean the City of Bellevue, Nebraska.
- F. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- G. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- H. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- I. "Employee(s)" shall mean full-time employees of the Police Department of the City of Bellevue, Nebraska, including and limited to the Police Officers and Police Sergeants (excluding the Employee assigned as the Professional Standards Officer and Administrative Services Officer).
- J. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- K. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.
- L. "Contract Year" shall mean the time period commencing on October 1, 2018 and ending on September 30, 2019.
- M. The remaining contract years shall commence on October 1st and end on September 30th of the following year.

ARTICLE 2

BPOA RECOGNITION

The City recognizes the BPOA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to 48-816 Nebraska R.S. Supp. 1982.

ARTICLE 3

MANAGEMENT RIGHTS

- SECTION 1.** Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:
1. To determine, effect, and implement the objectives and goals of the City.
 2. To manage and supervise all operations and functions of the City.
 3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
 4. To schedule employees for work in any given work week on days which are not consecutive.
 5. To determine the number of employees necessary to operate any department, classification, or division.
 6. To determine the management organization for each department.
 7. To select who will be hired or not hired.
 8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
 9. To establish and revise safety standards.
 10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
 11. To establish or modify job duties and classifications.
 12. To establish, modify, change and discontinue performance standards, including quality standards.
 13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
 14. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
 15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
 16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
 17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any

provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.

18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce employee's quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
24. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5.

This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 4

CHECK OFF

- SECTION 1** The City shall deduct regular monthly BPOA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Human Resources Division of the Administrative Services Department.
- SECTION 2** Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3** Such authorized deductions will be made, each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPOA bank account. The City was notify the BPOA Treasurer of the amount of each deposit.
- SECTION 4** At the time of execution of the Agreement, the BPOA shall advise the City in writing of the exact amount of regular monthly BPOA dues. If, subsequently, the BPOA requests the City to deduct additional monthly BPOA dues, such requests shall be effective only upon written assurance by the BPOA to the City that amounts are regular monthly BPOA dues, duly approved in accordance with the BPOA's constitution and bylaws.
- SECTION 5** The City agrees to provide this service without charge to the BPOA.
- SECTION 6** The City shall not be liable for any mistakes. The City and the BPOA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 5

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1** The BPOA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPOA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2** Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3** The City will permit the distribution in each Employee's designated message box, of reports of BPOA committees and other notices or announcements of interest to the Employees.
- SECTION 4** The BPOA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPOA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 6

BPOA BUSINESS

- SECTION 1** The City agrees to place members of the BPOA team, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2** BPOA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPOA business meetings, conventions, education conferences or conducting other BPOA business. Such leave shall be subject to approval by the Chief of a written request by the BPOA no less than one week in advance of the requested leave date.
- SECTION 3** BPOA Officers and/or officials may utilize up to a total bank of four hundred fifty (450) hours of documented paid leave time for conducting BPOA business during the duration of this Agreement. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPOA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPOA business meetings or conferences/conventions, preparing BPOA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.
- SECTION 4** The BPOA shall notify the City Administrator in writing of the names of BPOA Officers and/or officials within seven (7) calendar days after each BPOA election, resignation, removal or appointment of BPOA Officers and/or officials.

ARTICLE 7

HOURS OF WORK AND DUTY SHIFTS

SECTION 1

When assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

See Appendix III for Work Schedule.

SECTION 2

The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one (1) hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two (2) fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 ½) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

ARTICLE 7

(continued)

SECTION 3

Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal parameters of the overtime article with the approval of the shift commander. Example: an Employee works two (2) hours for a court appearance at 1300 hours, and wishes to flex the two (2) hours at the beginning of his/her shift that starts at 1900 hours.

All flex time must be used in the same cycle as it is earned or as approved by the Chief of Police.

ARTICLE 8

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1** Any off-duty Employee required to attend, in any official capacity directly related to his/her official duties, (e.g. a case pending in the municipal court, juvenile, county court, district court, grand jury proceedings, conferences with the City of County, State or Federal Government, or any of the subdivisions or agencies thereof) shall be entitled to a minimum of two (2) hours Overtime Pay for each appearance.
- SECTION 2** If an Employee is testifying in other litigation to which the Employee is a party, the Employee shall not be granted leave as described in Section 1 above, but may use vacation leave or compensatory time or may be granted leave without pay for the length of such service.
- SECTION 3** An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) days after Employee receives same.

ARTICLE 9

OVERTIME AND CALL BACK PAY

SECTION 1

Overtime pay: 8 Hour Shift - Work performed by Employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week for all Employees. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 10 Hour Shift - Work performed by Employees in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of ten (10) hours per day or forty (40) hours per week for all employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 12 Hour Shift - Work performed by Employees in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle for all affected employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

SECTION 2

If an Employee is called to duty during the Employee's off duty time and such time does not coincide with the Employee's scheduled tour of duty, such Employee shall be paid for the off hours worked at the rate of time and one-half ($1\frac{1}{2}$) times the Employee's regular rate of pay for each hour of off duty time worked. The Employee shall be paid for a minimum of two (2) hours for any overtime callback.

ARTICLE 9

(continued)

SECTION 3

Employees required to be on call or standby duty shall receive the following pay:

Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.

Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.

Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.

SECTION 4

Employees shall have the option of receiving Overtime compensation either as compensatory time or in cash; provided compensatory time earned shall not exceed 160 hours and additional Overtime shall be compensated in cash at the next regular payroll. Accumulated compensatory time shall be used within each contract year wherein it was earned, and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

ARTICLE 10

HOLIDAYS

SECTION 1 The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day
11. One (1) Floating Holiday
12. Employee's Birthday (per respective Employee)

SECTION 2 The Holiday shall be observed on the same day the City observes it. An Employee's birthday shall be observed on a day chosen by the employee during the employee's birthday month.

SECTION 3 An Employee required to work on a Holiday shall be compensated at the Overtime rate for the actual number of hours worked, in addition to his/her regular pay.

Except for the Employee's birthday, the Employee will have the choice to convert Holiday pay to Holiday compensatory time to be computed at Overtime rate. Such Holiday compensatory time shall be treated the same as vacation time off.

SECTION 4 Employees who work the official Holiday, and also the City-recognized Holiday, will receive Holiday benefits only for the day that the City observes the Holiday. If the Employee works the official holiday, but not the City-recognized holiday, then the employee will receive holiday benefits on the day worked.

SECTION 5 The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or to extend vacation or sick leave by one day.

- SECTION 6 Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall be compensated by the number of hours related to his/her respective hourly shift (8, 10, 12) at his/her regular rate of pay.
- SECTION 7 Hours worked, in addition to the employee's regular holiday shift, shall be paid at a rate of two and one-half (2½) times the employee's regular rate of pay.
- SECTION 8 A holiday, for time worked, shall be comprised of one twenty-four (24) hour period commencing at 12:00 A.M. midnight and ending the following 12:00 A.M. midnight.

ARTICLE 11

VACATION

SECTION 1

The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the Police Department for use by the employee as it is earned for each employee as follows:

<u>Years of Department Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 year Department employment	8 hours
Beginning of 5 years Department of employment	11 hours
Beginning of 10 years Department of employment	14.33 hours
Beginning of 15 years Department of employment	16 hours
Beginning of 20 years Department of employment	17.66 hours
Beginning 25 years; Department of employment	21 hours

SECTION 2

Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be promptly paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 3

One-third (1/3) the total number of employees assigned to any one work unit, team or section (as defined by the Chief) may be absent from duty due to vacation, compensatory time off, sick leave, worker compensation, or any other situation requiring a unit, team or section employee to be absent from his or her regular scheduled duty assignment. Such requests shall be submitted to the unit, team or section supervisor for approval. Employees shall submit a request for vacation time off to their immediate supervisor up to 12 months in advance of the requested time off. Vacation time off shall not be based upon seniority. In the event the one-third (1/3) number of employees requesting time off equals a fraction, the number of employees shall be rounded up to the next high number. In the event vacation leave is denied after an employee requests the leave at least 15 days in advance, no more than two employees per workgroup

(A-D) per payroll period shall have the right to receive the cash value of the requested leave, payable in the pay period in which the vacation time was requested. If an employee is serving an unpaid suspension, they will not be eligible for the vacation payout provision during the payroll period of which the suspension date(s) fall.

SECTION 4 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.

SECTION 5 Employees shall be permitted to request a cash in of up to forty (40) hours of vacation time one time annually (within October 1st- September 30th).

ARTICLE 12

SICK LEAVE

SECTION 1

“SICK LEAVE WITH PAY”: Sick leave with pay shall be earned and accrued at the rate of twelve (12) hours for each full month of Department employment. An unlimited number of hours of sick leave may be accumulated. Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the employee or the employee’s immediate family when the employee’s attendance is required. Sick leave may be taken when an employee is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may only be used in minimum increments of one (1) hour for the first hour used.

Employees hired on or after October 1, 2012 shall earn sick leave at a rate of eight (8) hours for each full month of Department employment. Subject to Section 4B below, there shall be a maximum amount of accumulated sick leave of 960 hours.

SECTION 2

When an employee desires to utilize sick leave, the employee shall notify the Department immediately. An employee must keep the Chief informed of his/her condition. An employee may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of six (6) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 3

The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave may be cause for disciplinary action and may result in dismissal.

SECTION 4

A - Employees Hired Before October 1, 2012: Employees who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated sick leave not to exceed the maximum of nine hundred sixty (960) hours pay at the employee’s regular pay at the time of retirement or resignation. In the event of the employee’s death outside the line of duty, this benefit shall apply to the employee’s designated beneficiary.

B - Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

C - If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

SECTION 5

In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the BPOA shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Sick leave donations will only be used after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns to duty) all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 13

UNIFORM AND EQUIPMENT

SECTION 1

Prior to a new employee entering the Field Training Program, the City shall provide the employee the following new or quarter mastered items; based upon the uniforms of the season, in accordance with the Department Standard Operating Procedure, Officers shall be issued the remainder of the uniform items prior to the next change of uniform.

1. (1) hat
2. 1) winter weight coat
3. (2) winter weight shirts (2) summer weight shirts
4. (2) ties
5. (3) pair of trousers
6. (1) raincoat
7. (1) pair of footwear (boots or shoes)
8. Complete set of duty leather, shield, hat badge, ID card and wallet
9. Body armor
10. Briefcase
11. Ticket book holder
12. Report holder
13. One pair winter gloves
14. Chemical agent
15. Baton

The Department may regulate on-duty attire of employees assigned to non-uniform positions. Employees shall also be eligible for the uniform and equipment allowance set forth in Section 4 of this Article.

SECTION 2

Employees, upon termination of employment with the City, shall surrender to the City all items provided to the employee pursuant to Section 1 of this Article which have been purchased by the City and documented in City records as of November, 1986.

SECTION 3 In the event uniforms or equipment provided pursuant to this Article are damaged or lost in the performance of official duty, the City shall repair or replace such uniform and equipment.

SECTION 4 The uniform equipment allowance provided by this Section shall be treated as a benefit under the terms of this Agreement. Any items purchased by the employee pursuant to this Article, shall be the property of the employee and retained by the employee upon termination of employment with the City. The uniform and equipment allowance will be provided to each employee on the first pay period of January of each contract year. The Department shall control how the program will be administered.

The amount of the annual uniform and equipment allowance is as follows:

Employee, upon successful completion of the Field Training Program -
\$1,100.00

Employee, each subsequent year of employment -
\$1,000.00

Upon successful completion of the Field Training Program, the uniform and equipment allowance shall be provided in full to new employees. Employees hired prior to October 1 of each fiscal year shall be entitled to the full amount allotted to employees in their second (2nd) year of employment. Employees hired after October 1 of each fiscal year shall be entitled to fifty percent (50%) of the full amount allotted to employees in their second (2nd) year of employment.

SECTION 5 The Department may change the required equipment and uniforms at its discretion. The City shall provide employees with any newly required or modified uniforms and equipment; provided, if the BPOA or its President proposed the modification, each employee shall assume the cost of the new or modified item. Notwithstanding this Section, the provision of Section 3 shall continue to prevail even if damage or loss of the new or modified item occurred in the performance of official duty. No grievance may be taken by either party with regard to this Section.

SECTION 6 The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article, the following payroll after the first regularly scheduled City Council meeting in January of each calendar year.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 7

SWAT TEAM: Upon an employee being designated as a member of the South Metro SWAT Team by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the South Metro SWAT Team a uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the South Metro SWAT Team will be issued soft body armor, Level 3A or higher with load bearing vest from the City of Bellevue.

SECTION 8

Each patrol district car will be assigned a City cell phone.

SECTION 9

Upon assignment to the Motor Unit, the City shall provide the following standard equipment: helmet, pants, and boots. The City shall replace the helmet of the Motor Unit member in the event that it becomes damaged or rendered unusable as the result of actions taken during the scope of the work of the unit, as determined by the supervisor, or upon the date of expiration stated by the helmet manufacturer.

ARTICLE 14

LONGEVITY

SECTION 1 In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7th, 10th, 13th, 16th, 20th and 24th year of full-time employment.

SECTION 2 Employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

<u>Years of Service</u>	<u>Monthly Compensation</u>
Beginning the 8 th year of service	\$ 35.00 per month
Beginning the 11 th year of service	\$ 75.00 per month
Beginning the 14 th year of service	\$110.00 per month
Beginning the 17 th year of service	\$150.00 per month
Beginning the 21 st year of service	\$185.00 per month
Beginning the 25 th year of service	\$255.00 per month

ARTICLE 15

INSURANCE

SECTION 1

The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- Beginning plan year 2013, the City shall include a line of duty injury and death benefit consistent with the current insurance plan.
- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining

units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.

- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

SECTION 2 Subject to the change mechanism above, the City shall provide group dental coverage for employees.

SECTION 3 The City shall provide \$52,000 in life insurance of each Employee including coverage 24 hours each day on or off duty.

SECTION 4 Subject to the change mechanism above, the City shall provide a long-term disability insurance policy for each Employee.

ARTICLE 16

STRIKES AND LOCKOUTS

- SECTION 1** Neither the BPOA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.
- SECTION 2** The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPOA.

ARTICLE 17

WAGES

- SECTION 1** Position grade levels shall be followed:
- Police Officer
Police Sergeant
- SECTION 2** Effective the first full payroll period following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth in Appendix II.
- SECTION 3** Annually, on employees' date of hire anniversary, employees will be eligible for a performance adjustment to their wage (i.e. a step increase), in accordance with the Wage Schedules set forth in Appendix II.
- Upon the first full payroll following ratification, any employee that is paid at a level higher than the highest step would be reduced to the level of pay that is consistent with the clarification chart in Appendix II. However, no employee who was paid any monies in excess of the amount of pay applicable to that step during any period prior to ratification will be required to repay any monies the City has already paid to the employee.
- SECTION 4** Officers who have been issued two or more sustained allegations of misconduct or been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).
- SECTION 5** The City and the Employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.
- SECTION 6** For the purpose of this Agreement, the City and the BPOA shall agree that when an Employee is promoted to a higher rank, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest approximation of five percent (5%). This shall apply only to those Employees who are promoted from Officer to Sergeant.
- SECTION 7** The City and the Employee agree that any laterally hired, certified police officer who exceeds minimum requirements for the applicable position based

upon years of service, certifications and other qualifications, may be placed at an appropriate step level as recommended by the Chief and approved by the City Administrator. Such employee shall remain subject to a one (1) year introductory period.

ARTICLE 18

EDUCATIONAL INCENTIVE

SECTION 1

In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.
- B. Upon receipt of an Associate's Degree - \$10.00 per month.
- C. Upon successful completion of 90 accredited higher education credit hours - \$15.00 per month.
- D. Upon receipt of a Bachelor's Degree - \$20.00 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2.

The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

SECTION 3.

All Employees must have advanced written approval from the Chief and HR Manager in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. An Employee must appeal any denial from the Chief and/or HR Manager in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR Manager together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

ARTICLE 19

PROVISIONAL APPOINTMENT

SECTION 1 Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

SECTION 2 Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 20

FIELD TRAINING OFFICERS

SECTION 1

Officers appointed by the Department to be Field Training Officers for new recruits shall receive for any eight (8), ten (10), or twelve (12) hours training shift, an additional one-fourth (1/4) hour of straight time pay for each hour of training.

ARTICLE 21

BALLISTIC VEST REPLACEMENT

SECTION 1

The City shall provide each sworn Officer with a new ballistic vest at the end of each five (5) years of service. The vest shall be either threat level II or threat level IIIa, at the employee's choice. The vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPOA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

ARTICLE 22

INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 28-1417, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

ARTICLE 23

FUNERAL LEAVE

- SECTION 1** In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed five (5) work days, including the day of the funeral.
- SECTION 2** In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed three (3) work days, including the day of the funeral.
- SECTION 3** In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4** Funeral leave shall be considered as time separate from sick leave, vacation leave, and annual leave.
- SECTION 5** For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

- Step 1. An employee or the BPOA through a verified grievance, (hereinafter the "Grievant"), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance. The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).
- Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.
- Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPOA representation, as is the employee's right, the BPOA shall have

the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPOA, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this Section 1, Steps 1, 2, and 3, are of the essence and are to be strictly enforced against the party not complying therewith.

SECTION 2

Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 25

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as 'Employee Rights' which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints to any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief.
- D. Any employee who is requested to give an interview as part of an internal investigation and compelled to answer questions shall be entitled to be represented by a union representative and/or attorney at the interview.
- E. An employee under investigation concerning the employee's conduct shall be notified of the investigation against the accused employee and the nature of the investigation at least twenty-four (24) hours prior to the scheduled date of the investigatory interview by the Chief or his/her designee. At the time of the service of the AIC, the employee shall receive a copy of the completed AIC Report documenting the complaint and copies of any evidence and witness statements that are in the possession of the Department at the time the notification is made to the accused employee.

The accused employee shall be permitted to have either an attorney or BPOA Officer, or both, present during the investigatory interview. The attorney and/or a union representative will be given an opportunity during the investigatory interview, after the investigator has finished his/her questioning to ask questions of the accused.

The investigator performing the investigatory interview shall read the Garrity warning form aloud and on the record to the accused at the beginning of the investigatory interview, before beginning questioning of the accused employee.

The accused employee shall be given a form or a card listing the "Garrity" warning as follows:

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."

- F. The interview shall be conducted at a reasonable hour, and if conducted during off-duty time, the accused employee shall be compensated in accordance with overtime procedures.
- G. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.
- H. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, telephone calls, and rest periods with one ten (10) minute intermission every hour.
- I. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.

The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 26

SENIORITY

- SECTION 1** The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, holidays, job vacancies, and shift assignments.
- SECTION 2** Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration.
- Seniority shall be established within job classification based on continuous length of service within that classification, notwithstanding the interruptions provided for in the paragraph above.
- SECTION 3** Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.
- SECTION 4** Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPOA/City bargaining agreement. Should any errors be noted on such seniority lists, the same shall be corrected between the City and BPOA; provided, however, employees and the BPOA have only 30 days from the date of posting such lists to dispute their contents, If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 27

JOB BIDDING

SECTION 1

All uniform patrol bargaining unit positions will be posted for bid and will be implemented on December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority." Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

SECTION 2

In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 26, as part of the shift bidding procedure.

ARTICLE 28

JOB-RELATED INJURIES

SECTION 1

An employee temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related accident, injury, or illness, and receiving Worker's Compensation, such employee may also elect to receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin anytime after the employee has taken seven (7) accrued sick leave days and is receiving worker's compensation benefits and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 15 shall commence.

ARTICLE 29

AGREEMENT AND SAVINGS CLAUSE

- SECTION 1** Nothing contained in the Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for employees, and, no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of the Agreement.
- SECTION 2** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

SAFETY AND TRAINING COMMITTEE

- SECTION 1** A committee of two (2) shall be formed to investigate any suggestions or complaints by employees relative to job health and job safety. The committee shall consist of one member of the BPOA appointed by its President and one individual (whether or not BPOA member) appointed by the Support Division Commander. The committee shall commence investigation upon the receipt of any suggestions or complaints from the employees relative to health and safety.
- SECTION 2** Suggestions or complaints by the employees must be filed with the committee in writing. After investigation, the committee will make a suggestion, within ten (10) days, to the Professional Standards Officer for his/her immediate review. The Professional Standards Officer or a representative will respond to the suggestion in writing within a reasonable period of time. A copy of the employee's complaint or suggestion, the committee recommendation, and the action, if any, taken by the Professional Standards Officer shall be forwarded to the City Administrator and to the BPOA President.
- SECTION 3** This committee shall also be responsible for suggesting minimum standards of training to be received by the employees and to make training recommendations to the Professional Standards Officer.

ARTICLE 31

MILITARY LEAVE

SECTION 1

When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 15, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided fifteen (15) days of military leave per calendar year with pay to be used for active duty, active duty training, and inactive duty training.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

ARTICLE 32

DISCHARGE AND DISCIPLINE

SECTION 1

The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self- defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.
- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.

Violations of the provisions of this Section shall be addressed by written reprimand, suspension, demotion, and/or discharge.

SECTION 2

DISCIPLINARY ACTIONS - SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding ninety-six (96) hours in any twelve (12) consecutive months, however, no single suspension shall be for more than forty-eight (48) hours. A written notice for such suspension shall be transmitted to the employee with a copy

transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3 DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4 DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5 PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances of exculpatory information. The City Administrator or a designee shall meet with the employee and the BPOA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6 The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within forty five (45) days of such notification. This forty five (45) day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty five (45) day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee.

SECTION 7 This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

SECTION 8

For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand, suspension, demotion, and/or discharge issued in accordance with Section 1 of this Article.

The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the employee's Personnel File. The Chief may remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action also be removed from the Personnel File.

The provisions of this Section shall not apply to the employee's Department File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if applicable and in compliance with LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, Employee's Rights," of this agreement.

ARTICLE 33

EMPLOYEE FIREARMS

- SECTION 1** Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol, Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, H&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.
- SECTION 2** The cost of such weapon shall be the sole responsibility of the individual employee.

ARTICLE 34

POLICE OFFICER TRAINEE

The classification of Police Officer Trainee shall be established to be utilized for employees who have not received certification by the Nebraska Law Enforcement Academy but have been employed by the City of Bellevue for the purpose of being a Police Officer. This job classification shall not apply to Lateral Transfer hires.

An individual who is employed by the City of Bellevue but who has not received their law enforcement classification shall be hired as a Police Officer Trainee. Employees of this job classification shall continue in this position for one (1) year of probationary service. After the first year they will progress to the next higher level according to the Police Officer contract. Police Officer Trainees shall also be required to obtain their law enforcement certification and successfully complete the Bellevue Police Department Training Program.

Employees classified as Police Officer Trainees shall be entitled to all benefits as indicated in the labor agreement between the City of Bellevue and the Bellevue Police Officers' Association; with the exception that, pursuant to the Nebraska Civil Service Act, during the probationary period, the Police Chief may terminate the employment of the Police Officer Trainee if, during the performance test thus afforded and upon an observation or consideration of the performance of duty, the Police Chief deems such Employee unfit or unsatisfactory for service in the Department, and such is approved by the City Administrator.

The salary for the position shall be determined through the negotiation process between the City of Bellevue and the Bellevue Police Officers' Association.

ARTICLE 35
POLICE RETIREMENT

See Appendix IV.

ARTICLE 36

TAKE HOME CARS

SECTION 1 Take home cars shall be provided to Officers assigned to the Detective Units who reside within the Extra Territorial Jurisdiction, ETJ, for the City.

Detectives on-call will be allowed to take an assigned vehicle home during the on-call period even if outside of the ETJ.

The Profession Standards Investigator and K-9 officers will be allowed to take their assigned vehicle home even if outside the ETJ.

ARTICLE 37
TEMPORARY MODIFIED DUTY

See Appendix V.

ARTICLE 38

DURATION, ACCEPTANCE, AND REOPENING OF THE AGREEMENT

SECTION 1 This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Officers Association and the City Council of the City of Bellevue, Nebraska and shall cover October 1, 2018 through September 30, 2019 unless an article or provision specifically includes retroactive application.

SECTION 2 This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the _____ day of October, 2018.

CITY OF BELLEVUE:
FOP LODGE 59

BELLEVUE POLICE OFFICERS ASSOCIATION

MAYOR



PRESIDENT

Approved by the Bellevue City Council on this _____ day of October, 2018.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Print last name, first name, middle name)

Classification: _____

Social Security Number: _____

TO THE CITY OF BELLEVUE:

Effective this ____ day of _____, 20____, I hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPOA dues as certified by the BPOA. The amount deducted shall be paid to the Bellevue Police Officers' Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____ State: _____

Date: _____

WAGE SCHEDULES

PAY PROGRESSION CHART, Hourly Pay Scale

Police Officer (non-exempt)

Police Officer (non-ex)

The maximum wage for a Police Officer for the year 10/1/2018 through 9/30/2019 and after under this contract, after ratification, shall be \$35.79 per hour

PAY PROGRESSION CHART, Hourly Pay Scale

Police Sergeant (non-exempt)

Step		Steps->		Maximum Wage Allowed under this contract						
Step	Step	1	2	3	4	5	6	7	Maximum Wage Allowed under this contract	
Police Sergeant (non-exempt)	Police Sergeant (non-exempt)	\$31.33	\$32.18	\$33.05	\$33.94	\$36.11	\$37.44	\$40.66		
Police Sergeant (non-exempt)	Police Sergeant (non-exempt)	\$34.20	\$35.45	\$36.75	\$38.09	\$39.48	\$40.92	\$42.42		

The maximum wage for a Police Sergeant for the year 10/1/2018 through 9/30/2019 and after under this contract, after ratification, shall be \$42.42 per hour

Current Rate	Rate Upon Ratification	Increase on Anniversary date falling between 10/01/18-09/30/19
POLICE OFFICER		
17.1	23.49	24.42
22.28	23.49	24.42
23.72	24.42	25.7
25.25	25.7	27.05
26.89	27.05	28.47
28.22	28.47	29.96
28.64	29.96	31.53
30.05	31.53	33.18
32.00	33.18	34.92
33.14	33.18	34.92
34.92	35.79	35.79
35.79	35.79	35.79
35.86	35.79	35.79
38.21	35.79	35.79
SERGEANT		
36.11	36.75	38.09
37.44	38.09	39.48
38.45	39.48	40.92
40.66	40.92	42.42
41.68	42.42	42.42
41.76	42.42	42.42

APPENDIX III

WORK SCHEDULE FOR 12-HOUR DUTY SHIFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 WORK	2 OFF	3 OFF
4 OFF	5 WORK	6 WORK	7 OFF	8 OFF	9 WORK	10 WORK
11 WORK	12 OFF	13 OFF	14 WORK	15 WORK	16 OFF	17 OFF
18 OFF	19 WORK	20 WORK	21 OFF	22 OFF	23 WORK	24 WORK
25 WORK	26 OFF	27 OFF	28 WORK	29 WORK	30 OFF	31 OFF

APPENDIX IV

**SETTLEMENT AGREEMENT
BETWEEN BELLEVUE POLICE OFFICERS ASSOCIATION/
FRATERNAL ORDER OF POLICE LODGE NO. 59 AND EACH INDIVIDUAL
COLLECTIVE BARGAINING UNIT MEMBERS SET FORTH HEREIN,
AND THE CITY OF BELLEVUE, NEBRASKA, A MUNICIPAL CORPORATION**

APPENDIX V

See Police Department's Modified Duty Policy.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a
10.8.18

COUNCIL MEETING DATE:	10/08/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Joe Mangiamelli, City Administrator		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Bargaining Agreement with Bellevue Police Officers Association

SYNOPSIS:

Discussions with the Bellevue Police Officers Association have been on going for more than a year. The city offered a multi year agreement but the union demanded a one year agreement, October 1, 2018 through September 30, 2019. The one year agreement brings the salary ranges for officers into complinace with comparables as required by the Commission of Industrial Relations (CIR) legislation. Approval will avoid another case before the CIR in the short term. The union membership has voted approval of the agreement.

FISCAL IMPACT:

--

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

--

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve one year agreement with Bellevue Police Officers Association.

BACKGROUND:

--

ATTACHMENTS:

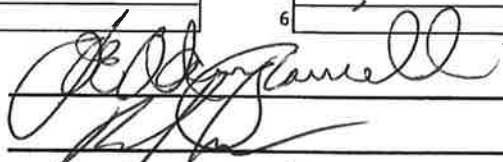
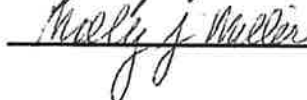
1	Resolution No. 2018-31	4	
2	Bargaining Agreement	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

RESOLUTION NO. 2018-31

WHEREAS, the collective bargaining agreement with the Bellevue Police Officers Association expired September 30, 2017; and,

WHEREAS, the terms of the bargaining agreement remained in effect while negotiations for a new contract were conducted in 2017 and into 2018; and,

WHEREAS, the Bellevue Police Officers Association proposed an agreement with a one year term effective October 1, 2018 through September 30, 2019, which has been approved by the union membership; and,

WHEREAS, the proposed bargaining agreement provides for wage and benefits changes that meet the requirements of the legislation governing the Commission of Industrial Relations for comparability.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Bargaining Agreement with the Bellevue Police Officers Association providing for the wage and benefit changes for the union membership for a one-year period, October 1, 2018 through September 30, 2019, is approved.


DATED this ____ day of _____ 2018.

Rita Sanders, Mayor

ATTEST:

Sabrina Ohnmacht, City Clerk

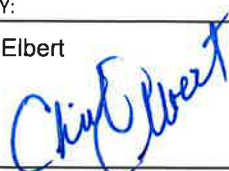
Approved as to Form:



City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a
10.8.18

COUNCIL MEETING DATE:	10/08/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Mark Elbert 		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:

AED Service Agreement

SYNOPSIS:

This is the yearly service plan for the department's AED's.

FISCAL IMPACT:

\$22,176.00 for the year, split in quarterly payments of \$5,544.00

BUDGETED ITEM: ☒ YES ☐ NO
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☐ YES ☐ NO
IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	10-20
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #: 6247	GL Account Name: Agreements/lease

RECOMMENDATION:

Requesting approval for the Mayor to sign the Service Agreement for the Department AED's.

BACKGROUND:

The police department has 14 AED's for the district cars, and the Supervisors. Each year these units need to be inspected and calibrated. If repairs are needed, then the technician repairs them or replaces them.

ATTACHMENTS:

- 1 Service agreement
- 2
- 3

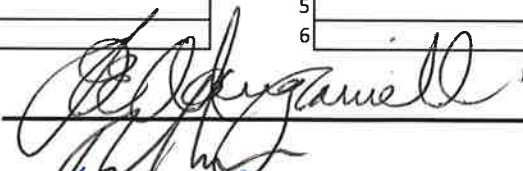

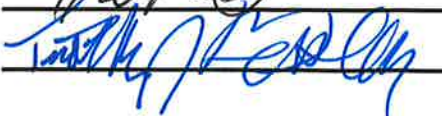
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00142876
Create Date 9/21/2018 11:15 AM
Quote Expiration Date 12/21/2018
Quote Consultant Jeremy Stevens
402-214-7449
WEMM59

Service Plan Quote

Account: 21202401	Service Plan Detail
Jody Van Houton BELLEVUE PD 1510 WALL ST BELLEVUE, NE 68005 (402) 293-3172 jody.vanhouten@bellevue.net	Type Renewal Service Plan Start Date 12/01/2018 Service Plan End Date 11/30/2019 Reference Plan DS022599 Billing Frequency Quarterly Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes Service plan customers receive 15% discount on Accessories and Disposables.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP1000-OSPM-1	12/01/2018	11/30/2019	14	396.00	0.00	396.00	396.00	5,544.00

* Denotes Proration

Product Descriptions provided below signature line.

Subtotal	USD 5,544.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 5,544.00
Pricing Summary Totals	
List Price Total	USD 5,544.00
Total Discount	USD 0.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 5,544.00

Quote Number
00142876

THIS IS NOT AN INVOICE

Page 1

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote	Shipping Address <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number NS/21202401/170161/00142876

Product	Product Description
LP1000-OSPM-1	LIFEPAK 1000 Service - 1 YEAR. On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® 1000 Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service -Replacement of adult electrodes at scheduled time of service due to expiration or failure.

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



City of Bellevue

Office of the City Administrator

October 1, 2018

To: Mayor Sanders, City Council President Moudry and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Met w/staff to review upcoming City Council agenda items
- #Met w/representatives of United Cities of Sarpy County
- *Met w/staff to discuss 25th Street possible improvements
- *Met w/Executive Director of Fontenelle Forest regarding potential sidewalk easement
- *Attended Bellevue Bridge Commission meeting
- *Attended Bellevue Public Library Steering Committee meeting
- *Met w/staff to review Bellevue Police Command Staff contract proposal
- *Met w/staff and John Jungers to discuss Olde Towne redevelopment proposal
- *met w/staff to review current application for events and modifications thereof
- *Attended POW/MIA luncheon at Offutt Air Force Base
- *Attended annual League of Nebraska Municipalities conference
- *Attended International City/County Management Association conference
- *Attended Back to the River Committee quarterly meeting

Items discussed included a legislative update and need for more transparency in Department of Revenue with sales tax reporting especially with regard to errors made in city payments

Printed on old letterhead to use up stock



Administrative Services Department Activity September 19 – October 2, 2018

Administrative Services Director

- FMLA case management (6)
- Police Command & BPOA contract reviews (continued)
- Prepare biweekly activity report
- Attend Coordinated Transit Committee Meeting 9/19
- Follow up correspondence with Datastor concerning payroll records scanning project
- Ultipro Recruiting an Onboarding module weekly implementation call
- Communication with NDOT on problematic new bus specifications
- Attend Senior Citizen Board meeting
- Coordinate (2) driver base pass renewals with base security office
- Schedule Supervisor Substance Abuse training. Invite required attendees.
- Updating ADA Transition Plan and website content (continued)
- Review and update Key Position profiles for the Succession Plan. (continued)

Human Resources Manager

- Employee Matters Under Review (2)
- Fire dept new OT code creation, testing, GL mapping
- Cline Williams Labor Law Forum 09/26
- UltiPro Recruiting and Onboarding Module Implementation/testing
- Payroll processing SOP creation/training
- PCSA negotiations review
- Custom reports creation
- Payroll Q3 tax review
- UltiPro ACA Services Setup and implementation/audit and backfill data
- Civil Service scheduling and agenda setup
- Payroll processing 09/21 payroll

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician:

-
- **Record Management:**
Prep, Input and Record Payroll Changes for processing for October 5th payroll

- Processed Address Changes – 6 Name Change - 0
- Travel & Training Requests Processed 5 Narratives Received - 1
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations –2 Verifications of Employment – 5
-
- **Applicants/Recruitment:** Fabrication Maintenance Worker/Equipment Servicer
-
- **Benefit Orientation/Employee Exits/Resignations:**
- 1 - Full Time Exit
- 0 – Full Time Benefit Orientation
- 4 - Promotion
- 0 – Return from Leave
- 0 – Transfer
- 0 –Leave of Absence
- 1 – Resignations/Terminations
-
- **Benefit Administration:**
- COBRA Notices – 2
- Retirement Enrollment/Rollovers - 4 Retirement Payout/Withdrawal - 1
- Processed 457 Transfers/Enrollments/Changes - 2 TASC Resign - 0
- Beneficiary Changes - 1 QDRO - 0
- Processed New or changes to Principal Loan – 1
- Audited and sent to Finance for payment Life and LTD and Supplemental life.
- Audited and sent to Finance for payment EBS, Met Life and AFLAC
- Reconcile Retiree Payments and notified the retirees of payment amounts due.
- Review Variances on Benefits for Finance
- Updating data base with new amounts for voluntary life insurance
- Updating data base with new Life and AD&D amounts due to increases last year
- Updating data base with new LTD amounts
- Auditing all beneficiaries for retirement and life
-
- **Payroll Administration:**
- Prep, E-Verify and Process New Hires - 0
- Background Checks - 0
- Medical Testing for New Employees - 0
- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.

- Audited TASC payroll verification and sent PVR and finalization to finance
- Input into new system (ulti) new employees - 0
-
- **Reports:**
- Prepared Activity Report for HR Manager
-
- **On-Going Projects:**
- Scan and File all Performance Management reports, target and scored target.
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Auditing benefit deductions for new payroll software
-
- **Training:** Continued training on new Ulti-Pro Software

Payroll Specialist

- Figuring all comp pay outs for the CEA employees down to zero. Anything over 60 up to 80 will be paid out.
- The CEA contracts states that comp can only be carried up to 60 hours.
- All BPOA (Police) will be paid out to zero, cap is 160.
- Fire Dept is 120 and Bureau is 168, all being paid out.
- All Administrators and Supervisors need to be down to 20 hours. Cap is 80.
- Usual payroll duties including all retirements and vacations and other misc. items.

City of Bellevue Human Service Dept. Monthly Report September 2018

The following activities were undertaken by the *Human Service Program Specialist* for the month of *September 2018*:

A. Attended the following meetings:

- 1) Bellevue Ministerial Meetings...9/6, 9/13, 9/20
- 2) Community Response...9/0, 9/17, 9/24
- 3) United Way Meeting...9/4
- 4) Holiday Assistance Program...9/7
- 5) Region 20...9/10
- 6) Coordinated Transit Committee...9/19
- 7) Energy Meeting...9/20
- 8) Homeless Solutions...9/26

B. Other tasks undertaken:

- 1) Compiled Bellevue Food Pantry Statistics for August.
- 2) Compiled financial assistance numbers for September.
- 3) HMIS Annual Training

C. Social Assistance Cases:

Emergency food orders
Crisis counseling 17
Application for MUD assistance 6
Application for rent assistance 2
Assisted with OPPD 6
Application for Black Hills Assistance 0
Adult Crisis Assistance 1
Community Response 2
Referrals to H.H.S. 3
Total households approved for financial/pantry assistance: 17
Total households assisted/referrals: 25
Total No Show apt: 11

The Program Specialist interacted on 37 collateral calls on behalf of clients.

Many people in the month of September were denied assistance through our partnering agencies due to the amount of the bill or previous usage. Many calls were referred out to other agencies who still had funding. HFS no longer has a Hardship Assistance Program and are primarily focusing on Homeless Prevention.

Specialized Transportation Service

- Miles traveled – 2,529
- Passenger boardings – 406
- New clients registered - 2



City of Bellevue
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

October 3, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

A Board of Equalization meeting is being planned for 5:30 p.m. on October 22, 2018.

End-of-the-year fireworks reports were due by September 30th, but I also accepted them on Monday the 1st because of the deadline falling on the weekend. All 20 have been received and I will review them as time permits.

I will be participating in a webinar on Thursday October 4th with Joe other Directors concerning "Sound Council-Manager Relationships."

Day to day tasks, as usual.



CITY OF BELLEVUE

FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

Bellevue Finance Department Status Report October 8, 2018

ACCOUNTING AND FINANCE

- Preparing for Annual External Audit
- Treasury management; deposit confirmations, researched undocumented cash receipts
- Preliminary work on 4th quarter forecast, updates & downloads
- Preparing 4th quarter bill to Eastern Sarpy Fire District
- Cleaned up/reconciled multiple a/p accounts for payroll
- Issued payments for approved expenses
- Downloaded Payroll Information into Abila
- Reclassified and Transferred expenses between departments
- Retrieved documents for and answered YTD financial questions for departments
- Authorized CDBG reimbursement request
- Researched bills on minute record
- Paid bills online as approved/requested
- Booked various cash receipts
- Monitored bank accounts and made year end transfers between bank accounts
- Processed credit card transactions and reconciled statements
- Verified and booked receipts from PayPort System and Haworth Camping System
- Reviewed Accounts Payable
- Prepared Fire Rescue Fee Report
- Prepared Entries for Lease Transactions
- Prepared and filed Monthly Tax Reports

CDBG:

- Completed semi-annual project review and distributed letters to subrecipients.
- Submitted CDBG Timeliness Workout Plan to HUD for review.
- Review CDBG project that are ready for close out, prepare all necessary documents, and notify subrecipients to schedule meetings.
- Complete semi-annual reporting for the Minority Enterprise Business Report and the Labor Standards Report and submit to HUD.
- Begin preparing for CDBG public meeting regarding the Affirmatively Further Fair Housing Plan and Consolidated Plan and distribute notices.

RISK MANAGEMENT:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Continued providing underwriters information for prop/casualty insurance renewals
- Submitted insurance renewal proposal for approval to City Council
- Moderated employee educational session for Wellness program
- Conferred with legal on various liability claims
- Conferred with City officials on event license requirements
- Training: IA/NE/SD PRIMA Chapter conference in Council Bluffs (zero expense)

Safety Inspector:

- Secured PPE for employees
- Inspected playground equipment that was vandalized with fire at Goldenrod park. As Parks to fence it off till it can be removed or repaired
- Issued safety boot request forms and discussed vendors with all PW shops
- Random safety checks on Parks throughout the City
- Conducted all duties associated with surplus equipment auction
- Total Gov Deals sales to date: \$287,273.15

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 9/30/2018

A. General Items:

- QA/QI
- Final inspection of Medic unit this week delivery within 7 to 10 days.
- Medic run reviews with Dr. Ernest with B and C shifts.
- Demonstrations for the Police Academy at the training site Thursday
- ALS protocol exam for recently completed paramedic Johnson.
- Working on cell phone order for new contract.
- Working on District 3 mold issue.
- Working on amendment to use excess money from Safer Grant.

B. Training:

- Portable Fire extinguisher skills.
- Carbon Monoxide emergency training.
- Congestive Heart Failure training.

C. Inspections:

- Peter Sarpy final sprinkler inspection.
- 14009 Tregaron Ct building final.

D. Calls:

Fire – 44

Rescue - 162





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

E. Ambulance Billing

September 1-30, 2018

\$ 178,985.50 has been billed out to insurance companies (223 insurance claims)
<\$ 80,543.48>approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$178,985.50)

\$ 98,442.02 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ **86,833.98** deposited into the bank September 1-30, 2018.

3,030.69 in Credit/Debit card payments for September 1-30, 2018.

\$ **89,864.67** TOTAL September 1-30, 2018 rescue fee revenue

Statement Billing:

309 statements were mailed to patients for unpaid account balances.

These statements totaled \$ \$181,467.30.

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

F. Manpower Report Staffing

Staffing Report from 9/17/2018 through 9/23/2018

Monday	AM	E-1,21,31,41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full E-31,41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full E-1,21,31	3-Person	EMS Asst. O.O.S.
Thursday	PM	E-1	3-Person	
Friday	AM	E-1,21,41	3-Person	
Friday	PM	E-1,21,31,41	3-Person	
Saturday	AM	E-1,21	3-Person	E-31 O.O.S.
Saturday	PM	E-1,21,31,41	3-Person	
Sunday	AM	E-1,21,31,41	3-Person	
Sunday	PM	E-21	3-Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 9/24/2018 through 9/30/2018

Monday	AM	E-1,E-31	3-Person	E-41 O.O.S.
Monday	PM	Full		
Tuesday	AM	E-31, E-41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E-31,E-41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E-1,E-21,E-41	3-Person	EMS Asst.-O.O.S.
Thursday	PM	E-1	3-Person	EMS Asst.-O.O.S.
Friday	AM	Full		
Friday	PM	E-1,E-31	3-Person	
Saturday	AM	E-21,E-31,E-41	3-Person	
Saturday	PM	E-1,E-41	3 Person	
Sunday	AM	E-1,E-21	3-Person	
Sunday	PM	Full		



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 9/25/2018

- The Adult Services Department held a speed “dating” event with a twist aimed at making new friends on Wednesday, Sept. 19. In a community with residents moving in and out, staff felt it would be worthwhile to offer a venue to meet new people. They offered games and trivia contests as well as refreshments. Several people attended this ice-breaker event.
- Library Director Julie Dinville gave a presentation to the Rotary Club at noon on Monday, Sept. 17, at DJ's Dugout regarding the progress of the site feasibility project currently underway. Dinville discussed some of the community's responses from the community forum and focus groups held in early August, including types of services and spaces the community would like to see the library offer.
- Over 25 persons attended the *Homemade Pantry: Fermented Foods and Sourdough Starters Class* held on Saturday, Sept. 22, by the Adult Services Department. Special presenter Corey Romanski showed participants various ways to use the fermentation process with foods and ways to stock their pantries with homegrown and homemade staples.
- Director Dinville and Sandra Astleford, Head of Technical Services, met with Brette Dorris, senior sales representative for the Midwest with Ingram Content on Sept. 20. Ingram is the library's major materials vendor. Dorris provided updates on services from Ingram and talked about upcoming initiatives.
- Young Adults enjoyed a Stressbusters Water Bead Ball craft event on Friday, Sept. 21. Teens were invited to create their own stress ball using bright, squishy water beads in this make-and-take event, as well as to enjoy games and snacks.
- The Steering Committee on the library site feasibility project met on Tuesday, Sept. 18. Items for discussion included a review of scorecard criteria, review of all potential sites, discussion of initial scoring results, and discussion of single vs. multi-story structures and parking requirements on sites.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 10/2/2018

- The Friends of the Bellevue Public Library continue their "Fan"-tastic Fall Fundraiser with a raffle basket of Nebraska Cornhusker related items, including two tickets to the Nov. 10 game between Nebraska and Illinois through Nov. 3. Tickets are \$1.00 each or six for \$5.00 and can be purchased at the front desk.
- The Bellevue Public Library's Adult Services department hosted the Kim's Foundation's, A Voice for Hope & Healing, on Sept. 27. Presenters shared facts about mental health, reviewed the most common mental illnesses, and provided coping strategies to stay mentally health. A special focus on suicide prevention included identifying warning signs to watch for in individuals, tips on how to have a conversation with someone who is suicidal, plus local/national resources to connect someone to help.
- Director Dinville and Sandra Astleford, Head of Technical Services, held a web conference with a consultant with SirsiDynix regarding Electronic Resources Content (eRC) management services on Sept. 27. SirsiDynix is the provider for the library's Integrated Library System (ILS), and eRC is a new module being added to the library's services this fall.
- The Young Adult Department took advantage of some crisp fall weather to host a Treetime event for teens on Sept. 26. During the event, young adults were invited to participate in activities and games and to enjoy snacks while hanging out under the trees on the left lawn of the library.
- One of the new programs this fall in the Children's Department is Puppet Playhouse on the fourth Tuesday of each month. Families are invited to join Alice Boeckman, Children's Assistant, in using a variety of the library's storytime puppets to create plays for themselves and their friends. The activity is designed to provide parents and children an opportunity to experience a puppet play while talking/learning about a variety of life-like puppets.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director *CMS*
Date: October 3, 2018
Subject: Department comments for Administration Report

The October meeting of the Planning Commission will be held on October 25th. On the agenda is a change of zone request for property at 1020 Lincoln Road that would allow for the operation of “animal specialty services” (grooming, daycare, training, etc.) as well as construction of an indoor recreational facility.

We are also reviewing a preliminary plat application for a 122 lot residential subdivision—Belle Lago South. This will be scheduled for a later Planning Commission meeting.

I participated in the Back to the River board meeting which was held in our City Council Chambers.

I met with Rich Severson and Joe Mangiamelli to discuss areas to consider for annexation; we will be moving forward with a more in-depth review of these areas before bringing a recommendation to the Planning Commission and City Council.

Tammi and I participated in a meeting with Public Works and HDR to discuss sanitary sewer and development in the Quail Creek drainage basin.

I participated in a meeting with Public Works and Steve Johnson regarding the dedication of 37th Street in Twin Creek North as a public street.

We are reviewing building permit plans for St. Matthews Church and Planet Fitness (south of Wal-Mart on 15th Street).

I will be out of the office the week of October 22nd—please contact Tammi for any assistance you need during that time.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: CHIEF ELBERT
SUBJECT: DIRECTORS BRIEF
DATE: 10/1/2018

Ch. Elbert

Working with area Police Departments on a more standard policy on DUI arrests resulting in bookings or street releases. Our facility could be a breath testing site.

Looking into storage options of MRAP.

New officer hiring process is running. Interviews scheduled and hope to have a list presented to Civil Service this month.

AED service agreement is on the agenda as a budgeted item.

Code Enforcement Stats:

September 21, 2018

Calls – 136

Notices:

Zoning – 4

Nuisance – 24

Clean Ups – 0

Tree Removal – 0

Certified Notices – 9

Officer Initiated – 10

Towed Vehicles – 2

Red Tags – 8

September 28, 2018

261

0

43

0

2

12

17

7

4



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report

October 08, 2018

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
 - Director meetings 10.09.18, 10.22.18
 - Superintendent meetings 10.01.18, 10.15.18
 - MAPA TTAC 10.20.18

Engineering: Dean Dunn

- American Heroes Park Phase 6
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting TBD
 - UCC monthly meeting 10.12.18

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Summer Duties

Recreation: Jim Shada

Listed below the total number of Registrations we have taken to date, runs through September 29th.

- Youth Flag Football
- Youth Soccer
- Total Registration to Date - 70





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Street Maintenance: Bobby Riggs

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Summer Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	18
Public Works		
Parks	8	8
Recreation		
Cemetery		
Streets	10	16
Fleet Maintenance		
Permits & Inspections		
Police	6	10
Fire	8	43
Wastewater		

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

NEXT REPORT 10.08.18

