Bellevue City Council Meeting +++Amended Agenda+++
Tuesday, July 21, 2026 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor David Witkop, Thanksgiving Church, 3702 370 Plaza.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Acknowledge receipt of June 9, 2026 Tree Board Minutes.
        2. * Approval of the July 7, 2026 City Council Minutes.
6. APPROVAL OF CLAIMS - JULY 21, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4219: Request to rezone Lot 1, Quail Crossing Replat 1,being a replat of Lots 6, 7 and Outlot A, Quail Crossing from BG and RG-20 to RG-20-PS for the purpose of a multi-family residential development, with site plan approval. Applicant: Quail Crossing, LLC. General location: South 45th Street and Hwy 370. (Planning Director)
        1. Preliminary plat Lot 1 Quail Crossing Replat 1.
    b. Ordinance No. 4220: Prohibiting the operation of off-road recreational vehicles on public property in the city. (Police Department/Legal)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4221: Compensation Ordinance Update. (HR Director)
    b. Ordinance No. 4222: An ordinance to amend the City Code relating to agenda submission and Administrative review. (Councilman Burns)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
    a. Resolution No. 2026-14: A resolution approving the 2026-2027 Action Plan and Community Development Block Grant Budget for the October 2026 - September 2027 Program Year and authorizing the Mayor to sign along with the SF-44/424B and Entitlement Certifications, in an amount not to exceed $307,019.00. (CDBG ProgramSpecialist/Finance Director) **(Public Hearing Required)**
16. CURRENT BUSINESS:
    a. Approve and authorize the Mayor to sign the Proposal from Omaha Door & Window Co. for the replacement of a wash bay garage door, in an amount not to exceed $28,501.00. (Public Works Director)
    b. Approve and authorize the Mayor to sign the Estimate from K&J Elite Sports Turf, Inc. for the renovations of Haworth North & South ballfield, in an amount not to exceed $39,650.00. (Public Works Director)
    c. Approval of the amendment to City Council Policy Resolution 9 regarding agenda

submission procedures. (Councilman Burns)

d. Approve and authorize the Mayor to sign the Master Services Agreement with Navigate Wellness as the city's new Wellness Program Provider, in an amount not to exceed $20,000.00. (Finance Director/Risk Manager)

e. **++** Approve the revised Employee Handbook. (HR Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(July report will be attached to the August 4th Council meeting packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

20. **REMINDER - The City Council Meeting on Tuesday, August 4th will be held at 4:30 p.m., due to National Night Out.**

*5b1.
7/21/2026

Bellevue NEBRASKA
We Influence The World!

BELLEVUE. NEBRASKA
TREE BOARD

City of Bellevue
Tree Board Minutes
June 9, 2026

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

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Don introduced his guest, Gary Welch, a friend who expressed interest in what the Tree Board does. All present introduced themselves to our guest.

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions. **She will post the hours and miles for today's meeting for all who were present as well as any that were turned in at the meeting.**

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

Parks Report – Deborah said she had emailed a reminder of our meeting to Jim: but had not had a reply from him. He was not at the meeting. Kathy asked about some tree limbs that remained after some trees were trimmed in Looking Glass Park. Don reminded the Board a grant was applied for that would cover the removal, replacing and the watering of trees. The city's grant department has not heard any results for this request.

Tree watering - Tom mentioned that this spring has had some significant rainstorms so our newly planted trees should be doing well. Deborah expressed her concern about where the new oak tree was planted at Wake Robin Elementary school for Arbor Day. She was reminded that the school requested that location to replace a tree that was lost. She frequently goes past the school and said it seems to be doing okay. Kathy asked if she should count her time when she

waters the new trees at the Veteran's Home in Sarpy County. She was told to count the time and mileage for our records. Don explained to our guest that many members of the Board are Master Gardeners and maintain various gardens in the area. **Kathy volunteered to check to see if the new trees planted for Arbor Day at Leonard Lawrence school are being watered properly.** Tom and Scott both pointed out that even though we have had more rain this spring the drought is predicted to continue.

Old Business:

Bellevue 411 – Scott Evans reported that he has turned in articles and has several up-coming topics to choose for future Bellevue 411 publication.

Tree Festival/Memorial Forest update – Don mentioned that the Memorial Forest sign has not been installed so the dedication ceremony is on hold temporarily. He hopes to set up the ceremony for late September or early October of this year. The nursery that provided the new trees has agreed to water them this year. Scott mentioned a site to use to find grants to help with watering, etc. Our guest told the Board that he utilizes Banner Park weekly and it has improved in looks.

Recap Earth Day Events – Tom reported that he thought all our Earth Day Events this year were a success. Kay and Deborah had contact with 1500 people at the Bellevue Public Library event. Kay reported a good turnout for the library's plant swap where she monitored a Tree Board information table. Kathy reported about the event in Elmwood. She asked for feedback on how to improve our table for next year. Tom expressed frustration with the popular stickers for the children that were difficult to remove the backs. Our a-frame with the QR code was discussed. It appeared at the events that the QR code was not utilized. Various possibilities were mentioned and will be further researched in the winter. Kathy reported that all the supplies for an information table are now bagged together. If any member has an opportunity to monitor an educational or informational table, they only have to ask Kathy for one of the bags to set up all the information! The two bags are ready to go and stored at Kathy's house.

Recap Arbor Day Plantings – Two new trees were planted for Arbor Day at Leonard Lawrence Elementary school on April 24th in the morning. Leonard Lawrence staff agreed to monitor watering of the new trees for this year. That afternoon an Oak tree was planted at Wake Robin Elementary school. The staff at that school agreed to monitor the watering of the new tree. Kay reminded all that we will have another planting in the fall of this year. She also reported that Beardmore had scheduled a tree giveaway for Arbor Day in partnership with the tree board. During the duration of our promotion the business was sold and the event cancelled as the new owner removed the sustainability position. Nancy gave away the leftover trees and Kathy asked if the 3 trees from Beardmore that were planted at the Sarpy County Veteran's Home with the Master Gardeners would be counted in our numbers for Arbor Day for this year. They will be included in our annual report.

Tree Inventory – Don reminded the board that we need to complete the quadrant we started last fall for the inventory. Some requested a 'refresher' on how to use the Tree Plotter software. **Don will send out the instructions we received from Jo Langabee. Kathy volunteered to meet with Don to go over how to add the new trees that were planted at Banner Park as part of the Memorial Forest.** All agreed to continue last fall's quadrant. Kay asked if we are going to emphasize Ash trees as we did in the fall. It was decided that we update the inventory with all added or removed trees. **Kathy volunteered to print maps of the appropriate parks again.** Don asked if any had reviewed the Lidar enhanced software used for inventories. All

agreed that the Tree Plotter used in the past was complicated enough for us. Kathy asked if we must renew our subscription for Tree Plotter every year. She was told that the city bought our copy.

Winter Projects ideas/ needs – Nancy requested that mulching be put on our winter project list. She suggested we could decide where it is needed the most while we update our inventory. **Kathy will research to find more educational opportunities for the board.** Scott pointed out that we could continue to piggyback on more of the library's events. Kay mentioned the fall plant swap at the Bellevue Public Library.

Tree City USA Workshop – Deborah asked if any have heard of when or where the ceremony for Tree City USA will be held this year. Don reported a packet had been mailed to Jim Shada, but no word was mentioned about the ceremony.

New Business

Arrows to Aerospace Parade - Don announced the Arrows to Aerospace parade will be held on August 15th. All who are available are to walk with the Green Bellevue group. We are to wear our Tree Board shirts and meet at 9:30 for the 10 am parade. There will be cars available to take participants back to the starting point at the end of the event.

Deborah requested all members email her their hours and miles used during the month so they can be added prior to the meeting. Then at the meeting they can be checked and corrected if necessary.

Our guest, Gary Welch, told the board to be proud of what we do for the city. He suggested we all prune any trees as needed whenever we see them. He has been doing so for a long time at his neighborhood park. Kathy inquired about sharpening services for pruners and Nancy asked for saw sharpening opportunities. Scott recommended Foster's Sharpening Services. Foster Sharpening is found online.

Don showed the board a Green Bellevue award to be given to John Fetch at the Extension office. **He asked Scott to have a photo of him giving it to John sent to him for publication.**

Kay made a motion and Kathy seconded that the meeting be adjourned. All were in favor.

Our next meeting will be on July 14, 2026, at 9am in the new meeting room near the city Clerk's office.

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

Tentative agenda for July 14,2026
Attendance
Volunteer Hours to Deborah
Approve the minutes of the June 9,2026, meeting
Parks Report – Jim:

Old Business
Tree inventory
Winter Projects ideas/updates
Monthly duties timeline review
Arrows to Aerospace Parade recap
Prospective new members
New Business
Prospective Library Programming

MINUTE RECORD

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on July 7, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: Rich Casey.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, on the NE Public Notices website, posted and put on city website, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Paul Gardner, First City Church, 1908 Lloyd Street, provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers.

APPROVAL OF THE AGENDA:

Motion was made by Burns, seconded by Welch, to approve the agenda. Roll call vote to approve the agenda was as follows: Welch, Preister, Burns, Collins, and McCaw voted yes; voting no: none; absent: Casey. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Approval of the June 16, 2026 City Council Minutes; Acknowledge receipt of June 25, 2026 Planning Commission Minutes; Approve the reappointment of Ann Moore to the Bellevue Library Advisory Board for a 5-year term ending June 2031; Approve the appointment of Amanda Herall to the Bellevue Planning Commission to serve the remaining term of Garrett Sims ending August 2027; Approve changing the beginning time of August 4, 2026 City Council meeting from 6:00 p.m. to 4:30 p.m., so City Council may attend the National Night Out; and Approve and authorize the Mayor to sign the Program 305 Agreement with the Nebraska Department of Transportation (NDOT) to provide partial funding of the city's Specialized Transportation Program.

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

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve July 7, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "C" Liquor License to sell beer, wine, and spirits, on and off sale, for T Marie LLC dba "Chandler Bar" located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and for a temporary operating permit. (City Clerk)

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

Councilman Preister mentioned to the applicant he sees shooter bottles littering the area and asked how she intends to control that.

Ms. Tina Goodspeed, 2617 Chandler Road, explained there is a liquor store down the street which is where these most likely come from. She will post a sign at her establishment regarding littering.

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

Mayor Hike declared the public hearing closed.

Motion was made by Collins, seconded by Preister, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "C" Liquor License to sell beer, wine, and spirits, on and off sale, for T Marie LLC dba "Chandler Bar" located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and for a temporary operating permit. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

ORDINANCES FOR ADOPTION: (3rd Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (2nd Reading):

Ordinance No. 4219: Request to rezone Lot 1, Quail Crossing Replat 1,being a replat of Lots 6, 7 and Outlot A, Quail Crossing from BG and RG-20 to RG-20-PS for the purpose of a multi-family residential development, with site plan approval and preliminary plat Lot 1 Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General location: South 45th Street and Hwy 370. (Planning Director)

Ordinance No. 4219: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4207 by changing the zone classification of land located at or about South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Kyle Vohl, 10909 Old Mill Valley Road, Omaha, E & A Consulting, spoke on behalf of the applicant. He explained this is a replat of lots 6 and 7, originally it was platted to be BG, commercial. The area is requested now to be zoned residential. The site plan on this is for 155 apartment units and a clubhouse.

Councilwoman Welch stated the report indicates 165 units and requested clarification. Mr. Vohl verified it is 165 units. Councilwoman Welch inquired if this would have more units with the RG-20-PS. Mr. Vohl explained the acreage increases, which would allow for more units. He advised on the flip side the proposed project will eliminate the extended stay hotel.

Mrs. Tammi Palm, Planning Director, explained on the previous application, site plan approval had not been done. The gas line through the property does limit the number of apartments.

Councilwoman Welch questioned how many one bedroom and two-bedroom apartments there will be. Mr. Vohl stated an architect has not been selected on the project, the numbers are subject to change. He stated that as of now, there are 30 efficiency units, 51 one-bedroom units, 66 two-bedroom units, and 18 three-bedroom units. Discussion followed on parking per unit.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on July 21, 2026.

Preliminary plat Lot 1 Quail Crossing Replat 1. (No Action Required)

Ordinance No. 4220: Prohibiting the operation of off-road recreational vehicles on public property in the city. (Police Department/Legal)

Ordinance No. 4220: An ordinance to amend Chapter 20, of the Bellevue Municipal Code by adding a new Article V, Sections 20-46 through 20-51 to prohibit the operation of off-road recreational vehicles upon the public streets, alleys, sidewalks, bikeways, trails, and other public property of the city; providing definitions; providing exceptions; providing for penalties; providing for severability; and providing an effective date was read for the second time and a public hearing was held.

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

Councilman Preister explained the requirements are already state and city law. He questioned clarification if the proposed ordinance will require penalties.

Chief Ken Clary, Chief of Police, the definitions in the state code are not as clear as they could be. He explained Assistant Chief Kirwan and the City Attorney, Ms. Aimee Bataillon, worked together to provide clarity and not exclude things that should be legal, such as motorized wheelchairs.

Chief Clary stated the goal is compliance and safety and to keep kids safe.

Mayor Hike questioned if electric scooters are allowed. Chief Clary mentioned Assistant Chief Kirwan and Ms. Bataillon have had discussion on this item.

Ms. Aimee Bataillon, City Attorney, stated there are specific exceptions in the proposed ordinance. She explained they are allowed on sidewalks, trails, or other pedestrian pathways and operated by one person. There is a maximum motor speed of 20 Miles Per Hour (MPH). The MPH may vary depending on the location

in the city and that is a discussion she intends to have with Assistant Chief Kirwan. Discussion followed on if scooters can cross the street. Ms. Bataillon confirmed they can.

Mayor Hike mentioned MAPA is working on a region wide rule. Mrs. Palm explained MAPA did reach out. It has been discussed they are working towards regional consistent language. Conversation ensued on reassessing the language in the ordinance when that time comes.

Councilman Preister requested confirmation on the language Ms. Bataillon read regarding being operated by one person. He questioned if that is a single operator or a single rider. Ms. Bataillon clarified single, meaning only one person on the scooter at a time. Councilman Preister stated this should be clarified.

Councilwoman Welch clarified if she has a segway would the ordinance exclude that. Ms. Bataillon explained segways would not be permitted under this ordinance. Discussion followed.

Councilman Burns thanked Chief Clary for handling complaints he had sent his way. He questioned what the process the police are using right now and if this new ordinance is approved how will be handled. He mentioned in his neighborhood there are people who ride golf carts from home to home. How does this ordinance impact the use of golf carts.

Chief Clary explained an officer's discretion will play into this. Typically, they are given a warning. This ordinance is more for repeat violators who ignore the warnings. They are not looking to give children citations or make arrest. They had a situation where a kid fought with an officer and was aggressive when stopped. He stated that when an officer stops someone, they will inform them of the laws and hopefully they won't repeat the incident. By state statute the parents can be cited. Ms. Bataillon advised this ordinance pertains to off road vehicles on public property. Discussion occurred on how using golf carts on public roads is illegal currently.

Councilman Burns agreed everyone needs to be safe and parents need to be involved. Chief Clary explained the problem is too many parents are turning kids loose in parks. There have been multiple complaints received. The city cannot override state law.

Councilman Burns questioned if the city could establish a process to license the e-bikes. This way the police could have information on the owner of the bike and have information on the parents. Maybe the fees could be used to do something for the community.

Ms. Bataillon advised this ordinance does not govern the e-bikes as defined by Nebraska Statutes. Typically, the adults are operating e-bikes, the scope of the individuals using off-road vehicles would be more limited. She advised she would have to do some research into the state law on how some of the vehicles would be treated as it relates to minors. Discussion followed.

Chief Clary advised the city does fall back on state statutes and has had discussion with the County Attorney. The County Attorney has advised which statues they can cite under.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on July 21, 2026.

ORDINANCES FOR INTRODUCTION (1st reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 14, 2026 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026, on Mission Avenue and at Washington Park from 6:00 a.m. to 3:00 p.m. (City Clerk)

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

Mrs. Karen Mier, 12802 South 33rd Street, was present on behalf of the Kiwanis Club of Bellevue-Offutt. She stated Mrs. Suzanne Quinn and Bellevue Together will be the Grand Marshall of the parade. She mentioned they also appreciate the support of the city.

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

Mayor Hike declared the public hearing closed.

Motion was made by Collins, seconded by McCaw, to recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 14, 2026 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026, on Mission Avenue and at Washington Park from 6:00 a.m. to 3:00 p.m. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Recommend approval of an Event License Application for Kevin Power to hold a Private Fundraiser for the Bellevue Food Pantry at 108 Fox Meadow Court on July 25, 2026 from 7 p.m. to 12:00 a.m. (music from 8 p.m. to 11 p.m.).

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by McCaw, to recommend approval of an Event License Application for Kevin Power to hold a Private Fundraiser for the Bellevue Food Pantry at 108 Fox Meadow Court on July 25, 2026 from 7 p.m. to 12:00 a.m.

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

RESOLUTIONS:

Resolution No. 2026-12: Approve and authorize the Mayor to sign the Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing Project, in an amount not to exceed $292,988.86 and authorize the Mayor to sign. (Public Works Director)

Motion was made by Collins, seconded by McCaw, to approve Resolution No. 2026-12: Approve and authorize the Mayor to sign the Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing Project, in an amount not to exceed $292,988.86 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Resolution No. 2026-13: Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Active Mobility Plan Project, in an amount not to exceed $51,999.29 and authorize the Mayor to sign. (Public Works Director)

Motion was made by Preister, seconded by Collins, to approve Resolution No. 2026-13: Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Active Mobility Plan Project, in an amount not to exceed $51,999.29 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Service Order Agreement with Fastwyre to install fiber and service for the Fire Department Training Site, in an amount not to exceed $212.60/month. (Fire Chief)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Service Order Agreement with Fastwyre to install fiber and service for the Fire Department Training Site, in an amount not to exceed $212.60/month. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the MOU with the City of Bellevue and Bellevue Chamber of Commerce and Community to establish five first aid stands to be located in American Heroes Park, Everett Park, Lookingglass Park, Stonecroft Park, and Washington Park. (City Clerk)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the MOU with the City of Bellevue and Bellevue Chamber of Commerce and Community to establish five first aid stands to be located in American Heroes Park, Everett Park, Lookingglass Park, Stonecroft Park, and Washington Park.

Councilman Preister commented if anymore are in the future Northwest Bellevue has parks and would love the opportunity to have first aid stands in them.

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

Approve and authorize the Mayor to sign the US Department of Veterans Affairs Lease Amendment extending their lease by 12 months to January 2029, in an amount not to exceed $238,500.00. (Administration)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the US Department of Veterans Affairs Lease Amendment extending their lease by 12 months to January 2029, in an amount not to exceed $238,500.00. Roll call vote to approve the motion was as follows: Welch,

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

Approve and authorize the Mayor to sign the Client Services Agreement with Arthur J. Gallagher Risk Management Services LLC and to appoint Gallagher as the City of Bellevue's Broker of Record for property, casualty insurance, event insurance and workers compensation (insurance coverage other than employee benefits, in an amount not to exceed $40,000.00. (Finance/Risk Manager)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Client Services Agreement with Arthur J. Gallagher Risk Management Services LLC and to appoint Gallagher as the City of Bellevue's Broker of Record for property, casualty insurance, event insurance and workers compensation (insurance coverage other than employee benefits, in an amount not to exceed $40,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve the Tax Supported Debt Management Policy, a policy for the issuance, management and repayment of tax-supported debt. (Finance Director)

Motion was made by Preister, seconded by McCaw, to approve the Tax Supported Debt Management Policy, a policy for the issuance, management and repayment of tax-supported debt. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the Estimate Contract with Ecoturf Playground Surfacing for Thompson Park Playground resurfacing, in an amount not to exceed $64,340.96. (Public Works Director)

Motion was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Estimate Contract with Ecoturf Playground Surfacing for Thompson Park Playground resurfacing, in an amount not to exceed $64,340.96. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the design of the American Heroes Park Restrooms, in an amount not to exceed $110,340.00. (Public Works Director)

Motion was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the design of the American Heroes Park Restrooms, in an amount not to exceed $110,340.00.

Councilman Burns expressed the restrooms are highly needed in such a high-volume park.

Councilman Preister mentioned this is just for the design. He questioned if the city could use some of existing designs from park that have already been done.

Mr. Dave Goedeken, Public Works Director, has been the goal for the last several years. He stated prior to him being at the city, there was a restroom built at Lookingglass Park. The two most recent restrooms at Stonecroft and Washington Park were based off of the Lookingglass design. In addition to that design, Building Maintenance suggested a hallway between the restrooms to allow access to the pipes. Those original designs were improved to include things that were lacking. He stated for this restroom, there are no sewer lines in the vicinity. He advised they have not picked out the exact location of where the restrooms will go. The logical choice is to have it installed near the playground. The city is in the process of installing a lift station as you enter American Heroes Park, so that is the closest sanitary sewer. There is a water line located there; however, it was put in to serve the festival. It is lacking in size. Therefore, a water mail will need to be built. He advised this is also in the floodplain, so there will need to be floodplain permits.

Councilman Preister questioned if there is a backflow preventer in case of a flood. Mr. Goedeken advised the floodplain maps are being changed. He advised there are systems to put in to prevent water from pumping down the sewage systems.

Mayor Hike questioned if these restrooms will be larger than the ones previously mentioned. Mr. Goedeken replied yes. This park draws a bigger crowd; therefore, this one will have more than two stalls each.

Councilman McCaw mentioned the cost is higher than they are used too. He asked if this price is in the right area. Mr. Goedeken explained the previous restrooms were 10-12% of the building. The projection is this restroom would be $800.000. The cost is not far off.

Councilman Preister questioned if portable restrooms will still need to be there. Mr. Goedeken explained for events there will still need to be portables. Conversation ensued.

Discussion occurred on the location of the restroom, a future restroom, and the design of the restroom.

Councilman Preister mentioned he has concerns with the area being in a floodplain. The 2019 flood destroyed the infrastructure at Hayworth Park. He wants to make sure the buildings won't be destroyed. Mr. Goedeken stated he can't guarantee what mother nature will do. He explained the location and levy for this restroom and amphitheater will sit higher than the levy elevation. Discussion followed.

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

Approve and authorize the Mayor to sign the Project Proposal with Omaha Public Power District (OPPD) for the SCCWWA Lift Station Project in the Entertainment District, in an amount not to exceed $63,194.00. (Public Works Director)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Project Proposal with Omaha Public Power District (OPPD) for the SCCWWA Lift Station Project in the Entertainment District, in an amount not to exceed $63,194.00. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the final payment application with Omni Engineering for the 2025 Overlay Projects, in the amount of $68,170.49; Approve and authorize the Mayor to sign the Final Change order, in an amount of -99,618.50; Approve project as substantially complete and accept final project quantities. (Public Works Director)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the final payment application with Omni Engineering for the 2025 Overlay Projects, in the amount of $68,170.49; Approve and authorize the Mayor to sign the Final Change order, in an amount of -99,618.50; Approve project as substantially complete and accept final project quantities. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve the change in ownership to Zach Link and Alicia Link for the re-dedication of the Permanent Sanitary Sewer and Storm Sewer Easements for Lot 1 Fontenelle Hills Estates IV. (Public Works Director)

Motion was made by Collins, seconded by McCaw, to approve the change in ownership to Zach Link and Alicia Link for the re-dedication of the Permanent Sanitary Sewer and Storm Sewer Easements for Lot 1 Fontenelle Hills Estates IV. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the American Heroes Park Amphitheater Design, in an amount not to exceed $284,760.00. (Public Works Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the American Heroes Park Amphitheater Design, in an amount not to exceed $284,760.00.

Councilman McCaw mentioned this was the item he referred to earlier with the design fee.

Councilman Preister mentioned the amphitheater was approved in the 2025 CIP and is quite a bit higher. He questioned if the investment would give the city a return on their investment that the citizens can appreciate. He questioned if it is a wise use of taxpayer money.

Mr. Goedeken explained this has been discussed for numerous years. Every year when the Bellevue Rocks Festival occurs there is a company that has to set up a stage. This will allow more uses in the park for events that require a stage.

Discussion followed on the use of Amphitheatre.

Councilman Burns inquired if the city solicits private funds. Mr. Jim Ristow, City Administrator, mentioned there are two grants applied for the buildout.

Councilman Burns questioned what is being done in the community to collect funds. Mr. Goedeken explained a year ago a grant was applied for the restroom. The city was not selected for the grant. There were specific criteria to follow, such as you could not have a design or begin construction until you knew if you were selected for the grant. He explained that sometimes private donations require renderings.

Mr. Goedeken commented on Councilman Preister's question regarding what type of investment is there. He stated hundreds and hundreds of people use the playground at American Heroes Park. They may get gas or lunch in Bellevue, which is a benefit.

Mayor offered discussion on private donations that have been received for American Heroes.

Councilman Burns questioned who will manage the Amphitheatre. Mr. Goedeken stated at the present time the Parks and Recreation Department does manage concerts in the park and Farmers Market. Conversation ensued.

Councilman Burns advised he would like to see private soliciting done for funds. Discussion followed.

Councilwoman Collins mentioned Bellevue needs a hub. This will draw people to Bellevue and will help with the Olde Towne Redevelopment.

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

Approve and authorize the Mayor to sign Change Order 1 for $23,142.26 and Change Order 2 for $21,824.00 with Heimes Construction from damage at work site on the 1507 Cobblestone Lane Circle Storm Sewer Emergency Repair Project, for a total amount not to exceed $44,966.26. (Public Works Director)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign Change Order 1 for $23,142.26 and Change Order 2 for $21,824.00 with Heimes Construction from damage at work site on the 1507 Cobblestone Lane Circle Storm Sewer Emergency Repair Project, for a total amount not to exceed $44,966.26. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Casey. Motion carried.

ADMINISTRATION REPORTS:
Comments must be limited to items on the current Reports **(June report is attached)**

Councilman Burns inquired about finalizing plans with the NC3 Project is. Discussion followed.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Collins, seconded by McCaw, the meeting was adjourned at 7:38 p.m.

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

Shirley R. Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on July 7, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Shirley R. Harbin Deputy City Clerk

MINUTE RECORD

CLAIMS FOR 2026/07/21 COUNCIL MEETING

MAYOR		
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	43.20
		$ 43.20
CITY ADMINISTRATOR		
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	86.40
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	50.70
CANTEEN REFRESHMENT SERVICES	COFFEE FOR OFFICE	416.00
CAPITAL BUSINESS SYSTEMS, INC	2026/05/20-06/19 COPIER EXPENSE	141.26
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	31.54
DUNKIN DONUTS	PC-NEB REACH MEETING	41.92
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE307746	73.93
HOME 2 SUITED BY HILTON	PC-DEPOSIT FOR LODGING FOR CONFERENCE	280.05
OMAHA WORLD HERALD	PC-2026/05/30M SUBSCRIPTION	29.99
OPENAI	PC-2026/04/30-05/30 SUBSCRIPTION	20.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	65.91
WSJ/BARRONS SUBSCRIPTION	PC-2026/05/11 SUBSCRIPTION	58.84
		$ 1,415.09
CITY COUNCIL		
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	28.42
		$ 28.42
LEGAL		
THOMSON REUTERS - WEST	PC-2026/04/30M ONLINE SUBSCRIPTION	636.00
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	178.84
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	8.95
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE307746	13.05
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	34.20
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	61.59
		$ 1,017.89
CABLE ADVISORY		
AMAZON.COM, LLC	PC-TONER CARTRIDGES	183.05
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	43.20
B & H PHOTO-VIDEO	PC-CHARGER FOR CANON BATTERIES	18.71
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	44.74
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE30774	65.23
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	29.55
		$ 462.18
CITY CLERK		
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	77.54
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
COLUMN SOFTWARE, PBC	PC-LEGAL AD	793.01
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE307746	113.07
ONE SOURCE	PC-BACKGROUND CHECKS	118.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	30.10
		$ 1,225.99

MINUTE RECORD

CLAIMS FOR 2026/07/21 COUNCIL MEETING

FINANCE/RISK MANAGEMENT		
AMAZON.COM, LLC	PC-CLASP ENVELOPES	20.87
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	199.32
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	65.62
CAPITAL BUSINESS SYSTEMS, INC	2026/05/21-06/20 COPIER EXPENSE	12.82
CAPITAL BUSINESS SYSTEMS, INC	2026/05/20-06/19 COPIER EXPENSE	301.74
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE307746	95.68
LEAGUE OF NEBRASKA MUNICIPALITIES	PC-ACCOUNTING CONFERENCE-TORDOFF, JENKINS	1,006.00
NEBRASKA SOCIETY OF CERTIFIED	PC-2026/04/01-2027/03/31 MEMBERSHIP DUES-SEVERSON, TORDOFF	475.00
TYLER EBEL	REIMBURSE SAFETY BOOTS	200.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	275.12
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	75.01
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	110.47
		$ 2,853.42

LIBRARY		
AMAZON.COM, LLC	PC-BATTERIES, INK CARTRIDGES, PROGRAM SUPPLIES, BOOKS, OFFICE SUPPLIES, CLEANING SUPPLIES,	6,761.99
BIBLIOTHECA, LLC	2026/09/05-2027/09/04 MAINT AGREE RDID, SELFCHECK, LIBCONN	9,963.26
CAPITAL BUSINESS SYSTEMS, INC	2026/05/31-06/29 COPIER EXPENSE	550.29
CENGAGE LEARNING, INC	BOOKS	157.60
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
EBSCO INFORMATION SERVICES	2026/09/01-2027/08/31 ANNUAL PERIODICALS	7,942.43
HOSTGATOR.COM	PC-2026/04/26-05/25 MONTHLY DOMAIN	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	2,333.32
KAPCO	PC-BOOK COVERS	836.00
LIBRARY IDEAS	VOX BOOKS	343.56
MATRIX BUSINESS SYSTEMS INC	2026/05/31-06/30 COPIER EXPENSE	23.21
MICROFILM IMAGING SYSTEMS	2026/07/01-2027/06/30 SCANPRO SERVICE AGREEMENT	250.00
ORIENTAL TRADING COMPANY	PC-DIY CERAMIC SMORES BOX	46.64
OVERDRIVE, INC	DIGITAL CONTENT PURCHASES	2,000.00
RUFF WATERS, INC	2026/06/30M AQUARIUM MAINTENANCE & SUPPLIES	215.98
SNAPMAKER	PC-SNAPMAKER U1 3D PRINTER (2)	1,798.00
THE LIBRARY STORE	PC-CLASSIFICATION LABELS	25.01
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	303.54
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	72.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	97.32
WALMART SUPERCENTER	PC-DECORATING GEL, SUGAR, FLOUR	54.01
WESTLAKE ACE HARDWARE	PC-TRASH CANS	53.98
		$ 33,934.75

ADMINISTRATIVE SEERVICES/PERSONNEL		
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	129.60
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	50.70
CAPITAL BUSINESS SYSTEMS, INC	2026/05/13-06/12 COPIER EXPENSE	71.25
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE307746	73.93
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	DRUG TESTING, PHYSICAL CAPACITY PROFILE	190.00
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	317.92
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	305.50
THINK AKSARBEN LLP	FIT FOR DUTY ASSESSMENTS FOR 4 PATIENTS	2,572.00
UKG INC	PRO TIME MANAGEMENT FEE, USAGE OVERAGE FEE	34,734.02
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	74.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	102.27
		$ 38,894.98

MINUTE RECORD

CLAIMS FOR 2026/07/21 COUNCIL MEETING

CODE ENFORCEMENT

AALL ABOUT TREES	REMOVE DEAD TREE-707 W 33RD AVE	3,200.00
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	216.00
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	3.34
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
CROW LAWN CARE LLC	2026/06/04-06/25 CODE CLEANUP	2,500.00
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE195089	1.06
PAPILLION SANITATION	2026/06/18 CODE CLEANUP	479.79
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	62.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	78.59
		$ 6,755.85

PUBLIC WORKS

AMAZON.COM, LLC	PC-WIRELESS KEYBOARD AND MOUSE, MOUSE PAD, PENCIL HOLDER	51.86
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	421.36
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	5.61
CAPITAL BUSINESS SYSTEMS, INC	2026/05/22-06/21 COPIER EXPENSE	79.06
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	31.54
COLUMN SOFTWARE, PBC	PC-LEGAL AD	80.72
ENVIRONMENTAL SYSTEMS RESEARCH	2026/08/01-2027/08/07 ARCGIS SOFTWARE	9,157.26
HDR ENGINEERING, INC	BPW 260508-AHP FLOODPLAIN PERMIT 2026/05/31-	10,127.77
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE195089	1.78
NEBRASKA FURNITURE MART	PC-OFFICE CHAIR	219.99
ONE CALL CONCEPTS	2026/06/30M LOCATES	1,659.20
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	58.48
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	111.85
		$ 22,205.42

PARKS

AMAZON.COM, LLC	PC-DOG WASTE BAGS	209.85
A-RELIEF SERVICES	2026/06/01-06/28 PORTABLE RESTROOMS-BICYCLE	103.00
A-RELIEF SERVICES	2026/06/01-06/28 PORTABLE RESTROOMS-HAWORTH	103.00
A-RELIEF SERVICES	2026/06/25-07/22 PORTABLE RESTROOMS-ASPEN PARK	199.00
A-RELIEF SERVICES	2026/06/09-07/06 PORTABLE RESTROOMS-AHP	831.00
ARTISTIC SIGN & DESIGN, INC	BRONZE PLAQUE-SHELTER RESERVATION	475.00
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	83.74
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	101.41
CAPITAL BUSINESS SYSTEMS, INC	2026/05/18-06/17 COPIER EXPENSE	30.77
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
CROW LAWN CARE LLC	2026/06/03 MOWING	1,357.20
CROW LAWN CARE LLC	2026/06/10 MOWING	1,357.20
CROW LAWN CARE LLC	2026/06/17 MOWING	1,357.20
CROW LAWN CARE LLC	2026/06/24 MOWING	1,357.20
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE697770	0.41
HILTI, INC	PC-DRILL BITS, HOSE	386.00
HOME DEPOT	PC-SAWZALL, METAL BLADE, RAKE, DRAIN CLEANER	229.72
J & J SMALL ENGINE SERVICE	PC-BLOWER	255.99
MENARDS	PC-POLY VAC, WIPES	55.85
OMAHA PUBLIC POWER DISTRICT	2026/04/30-06/02 MONTHLY SERVICE	106.91
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	2,380.98
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	60.42
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	523.54
OMAHA PUBLIC POWER DISTRICT	2026/05/26-06/25 MONTHLY SERVICE	73.01
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	312.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	76.95
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	102.26
WESTLAKE ACE HARDWARE	PC-GARDEN SPRAYER	22.99
		$ 12,168.99

MINUTE RECORD

CLAIMS FOR 2026/07/21 COUNCIL MEETING

RECREATION

AMERICAN FOODS GROUP	BEEF QUARTERBACK-CONCESSION SUPPLIES	242.50
AQUA-CHEM	CHEMICAL FOR POOLS	1,792.20
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	126.94
B&D DIAMOND PRO	BALLFIELDS DRESSING	255.00
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	94.62
HD SUPPLY FACILITIES MAINTENANCE	BLEACH, DISPOSABLE GLOVES	400.44
OMAHA PUBLIC POWER DISTRICT	2026/04/30-06/02 MONTHLY SERVICE	56.45
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	1,232.59
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	1,734.34
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	41.07
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	18.13
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	32.05
		$ 6,111.59

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-BATHROOM FAUCETS, FAUCET CARTRIDGES, CEILING AIR DIFFUSER, AIR HOSE REEL	960.96
AMERICAN UNDERGROUND SUPPLY, LLC	PC-BRASS BUSHING, SERVICE SADDLE-AHP	62.13
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	86.40
BIG RED LOCKSMITHS	PC-DUPLICATE KEYS-LONGO	22 50
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	466 90
CARPENTER PAPER CO	URINAL SCREEN	91 69
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	47 31
CERRIS SYSTEMS NORTH CENTRAL, INC	SPRING PREVENTITIVE MAINT-1510 WALL	5,238.73
CERRIS SYSTEMS NORTH CENTRAL, INC	MULTIPLE UNITS DOWN-1510 WALL	1,632.90
CERRIS SYSTEMS NORTH CENTRAL, INC	REPAIRS ON UNIT 1074-1510 WALL	1,041.90
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	15.00
ECHO GROUP, INC	PC-4 WAY SWITCH-TRAINING SITE	57.90
FERGUSON ENTERPRISES LLC #228	PC-DISC, REPAIR KITS, VALVES, SIZZLE	278.80
FILTER SHOP	PC-FILTERS	566.40
GOOGLE ONE	PC-FRAUDULENT CHARGE-GOOGLE ONE	2.49
GOOGLE PLAY	PC-FRAUDULENT CHARGE-GOOGLE PLAY	1.10
HD SUPPLY FACILITIES MAINTENANCE	DISH SOAP, WIPES, TP, DISINFECTANT, PAPER TOWELS	819.08
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE173904	3.30
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE387012	25.61
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE537731	0.83
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU	1,153.57
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU	5,721.73
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	151.80
JOHNSTONE SUPPLY	PC-CO2 CARTRIDGES, CONDENSATE TABLETS-1510 WALL	126.85
MENARDS	PC-BALLASTS, BIT DRIVER SET, BUSHINGS, FOAM SPRAY, CLEANING SUPPLIES, LEAF RAKE, LIGHTG SWITCHES, WEDGE ANCHORS	773.92
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	1,007.40
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	303.99
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	51.10
OVERHEAD DOOR CO OF OMAHA	RESET TIMER, REPLACED WALL STATION-PD	386.59
OVERHEAD DOOR CO OF OMAHA	RAYNOR BOTTOM SECTION-DIST 1	1,720.00
ROCHESTER MIDLAND CORPORATION	2026/07/31M WATER ENERGY TEAM FIXED BILLING	399.60
SECURITY EQUIPMENT INC	REPAIRED ACCESS CONTROL-PARKS	512.00
SHERWIN WILLIAMS CO	PC-PAINT FOR POOLS	474.01
SITEONE LANDSCAPE SUPPLY	PC-FLOW CONTROL VALVES(8)-SPLASH PADS, POOLS	608.94

FACILITY MAINTENANCE (CONT'D)		
TREES SHRUBS AND MORE	PC-FLOWERS, MULCH	264.92
TRICO MECHANICAL SERVICES	A/C COMPRESSOR-DIST 3	5,538.11
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	72.28
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	90.71
WESTLAKE ACE HARDWARE	PC-WATER SOFTENER, DRILL BITS, DRAIN BLADDER, PLUGS, THREADLOCKER, VINYL TUBING	225.27
		$ 31,260.50
CEMETERY		
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	43.20
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	89.54
CAPITAL BUSINESS SYSTEMS, INC	2026/07/06-08/05 COPIER EXPENSE	17.51
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	12.53
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	17.00
DAY ELECTRIC SERVICE, INC	STREET LIGHTS INSTALLED AT CEMETERY	28,050.74
MENARDS	PC-REBAR FOR STREET LIGHTS-CEMETERY	18.32
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	481.91
SITEONE LANDSCAPE SUPPLY	PC-GRASS SEED	737.43
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	23.48
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	28.74
		$ 29,605.66
STREETS		
AMAZON.COM, LLC	PC-BALL PENS, ADHESIVE NOTES, TAPE, WIPES, SHREDDER, MONITOR	623.84
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/04/06-	6,989.75
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/05/04-	2,253.00
ALFRED BENESCH & COMPANY	BPW 250104-2025 CITY OVERLAY PROJECTS 2026/05/04-	701.25
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	256.54
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	152.61
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	78.85
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	30.00
CONCRETE SUPPLY, INC	CONCRETE	1,530.00
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE231905	0.83
IA/NE CONCRETE PRODUCTS	CONCRETE	2,300.00
IMSA	PC-REGISTRATION FOR TRAINING-J JOHNSON	555.00
JACOBS ENGINEERING GROUP, INC	BPW 240121-COLLEGE HTS STORMWATER 2025/02/22-2026/05/22	6,855.85
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2026/04/25-05/22	12,265.56
JACOBS ENGINEERING GROUP, INC	BPW 230306-(FINAL) STORM DRAINAGE IMP 2026/03/28-	2,783.34
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2026/04/25-05/22	11,271.27
JEO CONSULTING GROUP, INC	BPW 250120-INDUSTRAIL RD DRAINAGE IMP 2026/05/23-	763.75
JEO CONSULTING GROUP, INC	BPW 260401-25TH & OLIVE DRAINAGE THRU	4,453.75
MARTIN ASPHALT	BULK ASPHALT TACK	316.00
MENARDS	PC-ADJ BRASS SPRAYER, UTILITY PUMP	139.98
MICHAEL TODD INDUSTRIAL SUPPLY	WEDGES FOR V-LOK	237.50
MID-AMERICAN SIGNAL	MONITOR W/ETHERNET PORT	5,925.00
OMAHA PUBLIC POWER DISTRICT	2026/04/30-06/02 MONTHLY SERVICE	138.87
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	576.07
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	41.24
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	823.09
OMAHA PUBLIC POWER DISTRICT	2026/05/26-06/25 MONTHLY SERVICE	13,472.53
OMAHA PUBLIC POWER DISTRICT	206/05/19-06/19 MONTHLY SERVICE	317.85
OMAHA PUBLIC POWER DISTRICT	206/05/21-06/23 MONTHLY SERVICE	40.10
OMAHA PUBLIC POWER DISTRICT	206/05/28-06/29 MONTHLY SERVICE	104,340.51
OMNI ENGINEERING	BPW 250104 - CITY OVERLAY PROJECTS 2025/11/16-2026/06/20	68,170.49
OMNI ENGINEERING	ASPHALT	683.95
PLATTE RIVER CONCRETE CO	CONCRETE	10,032.27
READY MIXED CONCRETE COMPANY	CONCRETE	13,920.21

CLAIMS FOR 2026/07/21 COUNCIL MEETING

STREETS (cont'd)

STANEK INDUSTRIES LLC	BPW 260102-2026 CONCRETE PKG #1 2026/06/25-07/07	54,551.71
THE SCHEMMER ASSOCIATES	BPW 250102-2025 CONCRETE PANEL PROJECTS 2026/05/01-05/31	205.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	852.60
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	259.35
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	324.84
		$ 329,234.35

FLEET MAINTENANCE

911 CUSTOM, LLC	TRAFFIC ADVISOR CABLE	646.43
A + UNITED RADIATOR REPAIR	PC-CLEAN CONTAMINED FIRE TRUCK TANK	350.00
AA WHEEL & TRUCK SUPPLY, INC	LOCK NUT, PLAIN SHACKLES	9.68
ADVANCE AUTO PARTS	LOWER CONTROL ARMS	376.86
ADVANCE AUTO PARTS	ALIGNMENT CAMBER BOLT	85.64
AGRIVISION EQUIPMENT GROUP	PC-LOCK NUTS, BOLTS, BLADES	674.81
ALLIED OIL & TIRE COMPANY	OIL, GEAR OIL,DRY DIESEL	2,806.50
AMAZON.COM, LLC	PC-OIL DISPENSER, WIPES, VACUUM, FAN MOTORS, IDLER ULLEY, SWITCHES, GASKETS, CLEANING SUPPLIES, FUEL CONNECTOR, BRAKE ROTORS, COUPLINGS	2,447.47
ARNOLD MOTOR SUPPLY	QUICK-STRUT ASSEMBLY, SUSPENSION STABILIZE, QUICK CONNECTORS, OIL FILTERS, INSULATED CLAMPS	374.39
ARROW TOWING	REPAIR SPRINGS ON AERIAL	550.00
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	118.48
AUTOMOTIVE WAREHOUSE DIST, INC	ADHESIVE CLEANER, FITTINGS, FILTERS, FUEL SEPARATOR, ROLOC DISK	970.51
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENTS	1,871.32
BAXTER FORD OF OMAHA	STEERING RACK AND PINION, TEMP SENSOR, REAR CONVERTOR, AXLE ASSEMBLY, ROTOR ASSEMBLY, SEALS, MANIFOLD GASKETS, DEFLECTOR	5,051.67
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	122.58
BOBCAT OF OMAHA	PC-TIRE HEATERS (4)	1,767.21
CAPITAL BUSINESS SYSTEMS, INC	2026/05/20-06/19 COPIER EXPENSE	112.79
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	47.31
CORNHUSKER INTERNATIONAL TRUCKS	EXHAUST SENSOR, FILTERS, FITTINGS	233.77
CUMMINS SALES AND SERVICE	FILTER KITS	302.22
DASCOM AMERICA	PC-CAGE MOUNT BRACKETS	216.00
EDS WIRE ROPE & RIGGING	WIRE ROPE SLING, SHACKLES	554.59
FACTORY MOTOR PARTS CO	BATTERY, AXLE OIL, FILTERS, ARM BALL JOINT	137.75
FLEET PRIDE	AXLE ASSEMBLY, HEX NUT LOCK, BUSHINGS	1,078.17
GRAHAM TIRE COMPANY	PC-TIRES	1,569.00
GRAINGER	COATED GLOVES	23.04
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE262116	3.30
HOSE & HANDLING, INC	PC-GASOLINE HOSE, PUSH ON HOSE	478.14
IDEAL PURE WATER COMPANY	BOTTLED WATER	100.00
INLAND TRUCK PARTS CO	TURBINE SENSOR, AXLE WEDGES, OUTPUT SENSOR	283.41
INTERSTATE BATTERIES	BATTERIES	607.50
J & J SMALL ENGINE SERVICE	PC-BLADE NOTCHED, ELECTRIC STARTER, FILTERS, REGULATOR, THROTTLE CABLE, HYDRO MOTOR	4,589.76
JASPER WELLER, LLC	PC-RR23180538WEL REAR DIFFERENTIAL	5,426.76
JONES AUTOMOTIVE	TELESCOPING POLE, BRACKET, SWING ARM	455.14
KEYMASTERS OF GREATER OMAHA, INC	PC-IGINITION KEY & PROGRAMMING	850.00
KRIHA FLUID POWER CO	PC-BRAKE HOSE BARB UNION, SPRING GUARDS, TRIPLE-LOK, FITTINGS	1,066.37
LIONS AUTOMOTIVE, I NC	SEW 5 CARGO NETS, HARDWARE, WEBBING-ENG 41	1,350.00
LOGAN CONTRACTORS SUPPLY	2 BUTTON PENDANT	221.49
MACQUEEN EQUIPMENT, LLC	PC-AXLE SHAFT, TOGGLE SWITCH, INCLINOMETER,	3,270.55
MENARDS	PC-BUTON SOCK, PIPE, BATTERIES, LUMBER, PIPE, BROOM, DRILL PUMP, EPOXY PUTTY	686.58
MURPHY TRACTOR	PC-O-RINGS, SPRINGS, STRAINER	572.39
NAFA FLEET MANAGEMENT ASSOCIATION	2026/10/01-2027/09/30 MEMBER RENEWAL DUES	559.00
NAPA AUTO PARTS	FUSES, FILTERS, FITTINGS, RELAYS DISC PADS, ROTORS, CONNECTORS, WHEEL BEARINGS, STEERING STABILIZER, BRAKES, GLOVES, FUEL TANK VENT	4,806.05
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	WASHERS, DRILL BITS, EYELETS, TY-RAP BLACK, NUTS	449.18

FLEET MAINTENANCE (cont'd)

NIPPON SANSO MATHESON INC	WELDING GLOVES	37.88
OMAHA MARINE CENTER	PC-FUEL LINE, PRIMER BULB, CONNECTOR	86.91
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	990.83
PETERSEN & MICHELSEN HARDWARE CO, INC	PC-AIR FILTER, BLADE	33.98
PRECISE MRM LLC	PC-2026/03/31M FLAT DATA PLAN	161.00
SUSPENSION SHOP, INC	PC-BUSHINGS	80.00
SUSPENSION SHOP, INC	REAR AXLE SPRINGS AND MOUNTING HARDWARE	988.20
TOOL SHED OF OMAHA	PC-CARBIDE TIP HOLE SAW, BATTERY, CUTOFF WHEEL	936.08
TOYNE, INC	DRAIN PAN-OVERHARD HVAC	3,104.27
TRUCK CENTER COMPANIES-OMAHA	FRONT CRANK SHAFT SEAL, OIL PAN GASKET, VALVE	252.70
TURFWERKS	PC-BLADES, BOLTS, CLEVIS PINS, FAN BELT	616.56
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	511.56
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	164.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	208.17
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	335.62
WAYTEK, INC	PC-DUAL WALL HEAT SHRINK, RELAYS, WIRE, USB PORTS, FUSE BLOCKS, SOCKETS	836.59
WOODHOUSE PLATTSMOUTH	RADIATOR HOSE, THERMOSTAT ASSY, SEAL, OIL COOLER	665.47
		$ 58,284.25

SOLID WASTE

PAPILLION SANITATION	2026/06/02-06/09 GLASS RECYCLING	203.39
PAPILLION SANITATION	2026/06/02-06/09 GLASS RECYCLING	227.97
		$ 431.36

PLANNING

COLUMN SOFTWARE, PBC	PC-LEGAL AD	21.82
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	43.20
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	5.07
CAPITAL BUSINESS SYSTEMS, INC	2026/05/18-06/17 COPIER EXPENSE	64.59
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE195089	1.61
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	28.73
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	42.70
		$ 308.75

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-BUILDING CODE REQUIREMENT MANUAL	279.93
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	621.04
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	6.78
CAPITAL BUSINESS SYSTEMS, INC	2026/05/18-06/17 COPIER EXPENSE	153.77
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE195089	2.15
INTERNATIONAL CODE COUNCIL, INC	PC-2025/11/01-2026/10/31 CERTIFICATE-WIEDUWILT	130.00
LAVERN SMITH	REFUND PRECONNECT DEPOSIT FOR 8607 S 38TH AVE	500.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	89.03
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	116.67
		$ 2,170.92

POLICE

AMAZON.COM, LLC	PC-BATTERIES, CHAIR MAT, OFFICE SUPPLIES, INFLATOR	3,667.50
AMAZON WEB SERVICES, INC	2026/06/30M AMAZON WEB SERVICES	1,373.12
AMERICAN COUNCIL ON EXERCISE	PC-2026/04/13-05/12 TRAINING MEMBERSHIP-BANKS	34.95
AMERICAN COUNCIL ON EXERCISE	PC-TRAINER RECERTIFICATION-BANKS	129.00
A-RELIEF SERVICES	2026/05/28-06/24 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	4,033.58
AUTO BODY AUTHORITY	OVERSIZE TOW CHARGE	200.00
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	120.12

POLICE (cont'd)

CANDLEWOOD SUITES BY KANSAS CITY	PC-LODGING FOR TRAINING-M JARVIS, BENDICKSON	488.17
CAPITAL BUSINESS SYSTEMS, INC	2026/05/17-06/16 COPIER EXPENSE	324.30
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	126.16
CHALLENGE COINS R US	PC-CHALLENGE COINS	2,720.04
CIOX - HEALTH	PC-SUBEOPENA FOR RECORDS	120.00
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	40.00
CNA SURETY DIRECT BILL	PC-2026/04/12-2030/04/12 NOTARY BOND-VANN	40.00
COURTYARD BY MARRIOTT	PC-CREDIT FOR INCORRECT CHGS-J SPENCER	(8.25)
CULLIGAN OF OMAHA	BOTTLED WATER, COOLER RENTAL	694.80
DILLON BROTHERS MOTORSPORTS	REPAIRS, INSTALL NEW BARS, CLUTCH-MOTOR 7 & MOTOR 8	1,098.92
DOME HATS, LLC	DEPARTMENT HATS, SHIPPING	272 49
FAIRFIELD BY MARRIOTT	PC-LODGING FOR TRAINING-M JARVIS, BENDICKSON	282 54
FBI LEEDA	PC-LEADERSHIP TRAINING-BETSWORTH	795 00
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	43 10
FN AMERICA	PC -ARMORER COURSE-A SHOOK, SAFFORD	1,150 00
GALL'S, LLC	(10) BELT CLIPS, BELT KEEPERS	495 58
GLOCK PROFESSIONAL, INC	PC -ARMORER COURSE-T MEADOWS	300 00
GOVDIRECT, INC	PANASONIC AC ADAPTERS FOR LAPTOPS, SHIPPING	2,042 66
GREAT PLAINS UNIFORMS	BALLISTIC VEST-M PETTIT	1,300 00
GREAT PLAINS UNIFORMS	NAME TAGS-J MAGUIRE	49.00
GREAT PLAINS UNIFORMS	SEW ON PATCHES-J STUCK	15.00
GREAT PLAINS UNIFORMS	VELCRO PANEL-N RIDLEY	12.50
GREAT PLAINS UNIFORMS	TACTICAL BRIEFCASES (10)	1,245.00
GREAT PLAINS UNIFORMS	SHIRTS, PANTS, NAME TAG, NAME PANEL-C CHIZEK	428.00
GREAT PLAINS UNIFORMS	SHIRTS, PANTS, NAME TAG, NAME PANEL-N CHRISTIANSON	428.00
GREAT PLAINS UNIFORMS	SHIRTS, PANTS, NAME TAG, NAME PANEL-R SCHILDHAUER	428.00
GREAT PLAINS UNIFORMS	SHIRTS, PANTS, NAME TAG, NAME PANEL-B URWIN	428.00
GREAT PLAINS UNIFORMS	SHIRTS, PANTS, NAME TAG, NAME PANEL-M WAHAB	428.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS-A BAYAGICH	125.00
GREAT PLAINS UNIFORMS	POLO, SEW ON PATCHES, SCREEN PRINTING-D BAFARO	69.99
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE195089 Police	38.00
HOLIDAY INN WASHINGTON CAPITOL	PC-LODGING FOR TRAINING-J GRAY, MILOS	4,890.78
HUNDAY MOTOR FINANCE	2026/07/31M HYUNDAI LEASE PMT	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	180.00
IOWA LAW ENFORCEMENT ACADEMY	DRIVING PIT TRAINING, TRACK RENTAL FEE	1,250.00
J P COOKE COMPANY	POCKET STAMPER-K WRIGLEY	41.10
JACKSON SERVICES, INC	DOOR MAT SERVICE	102.09
JO DONS	BRASS PLATE-N GREINER	12.00
JOSEPH GRAY	REIMB FOR K9 MEDICINE	99.56
KEN CLARY	REIMB TRAINING EXPENSES	306.00
LA MESA	PC-MEALS FOR TRAINING	183.88
LONGSHOT TARGET CAMERA	PC-TRIPOD AND CASE	798.84
MATCON, LLC	2026/07/31M MONTHLY OPERATING EXPENSES, RENT FOR K9 BUILDING	1,081.38
MATRIX BUSINESS SYSTEMS INC	2026/05/31-06/30 COPIER EXPENSE	182.05
MENARDS	PC-ALL PURPOSE CEMENT, HAND SAW, PVC PIPE	186.65
MOTOROLA SOLUTIONS, INC	2025/02/10-2026/02/09 BODY CAMERA LICENSE	195.00
MOTOROLA SOLUTIONS, INC	2026/06/06-2027/06/05 VIDEO MANAGER CAMERA	2,925.00
MYZONE, INC	PC-2026/05/31M WELLNESS PROGRAM-BANKS	75.00
MYZONE, INC	PC-CHEST STRAPS, CHARGERS, ARM STRAPS	1,343.80
NAME TAPE FACTORY	PC-JUMBO NAME TAGS WITH FASTENER	33.20
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	33.51
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/04/26-05/26 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/05/02-06/01 EVIDENCE STORAGE	164.00
SALOMON	PC-SWAT SHOES	170.00
SANDOVAL CUSTOM CREATIONS, INC	SIGLE POLE CAMERA	6,290.00
SIOUX SALES COMPANY	SAFARILAND HOLSTER, SHIPPING	504.85
SOUTHWEST AIRLINES	PC-TRAVEL FOR TRAINING-J SPENCER	656.80
SPEARTAC SOLUTIONS, LLC	PTT FOR MOBILE RADIOS	1,019.00
STANARD & ASSOCIATES, INC	ENTRY LEVEL SELECTION TEST, SHIPPING	1,425.50
STANLEY J HOW, ARCHITECTS	2026/06/30M ARCHITECTURAL SERVICES	460.00

CLAIMS FOR 2026/07/21 COUNCIL MEETING

POLICE (cont'd)

STRYKER SALES CORPORATION	SINGLE ELECTRODE KIT	2,707.25
THOMSON REUTERS - WEST	2026/06/30M ONLINE SOFTWARE SUBSCRIPTION	520.80
TRAVELERS	2026/06/30M PAID LOSS RECOVERY	1,686.00
TRISTAR CLAIMS MANAGEMENT SERVICES, INC	PRE-FUND REQUEST WC/SETTLEMENT	29,617.54
ULINE	REPAIRS, INSTALL NEW BARS, CLUTCH-MOTOR 7	823.89
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	3,704.86
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	778.28
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	2,004.05
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	5,589.10
WALMART SUPERCENTER	PC-WINDOW COVERS	46.14
		$ 98,749.18

FIRE & RESCUE

AMAZON.COM, LLC	PC-GARDEN RUBBER HOSE, OFFICE SUPPLIES, WRENCH, BOAT FENDER, RUNNING SHOES, PULLOVERS, FRAMES, NYLON WEBBING	1,710.59
ANDERSON FORD	2026 FORD EXPEDITION	54,692.00
AIRGAS USA, LLC	OXYGEN	288.87
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	1,332.82
BEAVER LAKE MARINA	PORT MOTOR FOR BOAT AND PROPELLERS	6,180.00
BLACK HILLS ENERGY	2026/06/01-06/30 MONTHLY SERVICE	177.56
BOUND TREE MEDICAL, LLC	SYRINGES, LANCETS, IV START KIT, SHEARS, CATHETER,	4,187.78
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	94.62
SARPY COUNTY TREASURER	VEHICLE REGISTRATION	30.00
COX BUSINESS SERVICES	2026/07/31M MONTHLY SERVICE	115.00
DXP ENTERPRISES, INC	WALL BLOCKS	271.20
EC DATA SYSTEMS, INC	PC-2026/04/30M SHARE OF FAX SERVER	8.21
ED M FELD EQUIPMENT CO	RETRACTABLE LANYARDS	129.72
ESTATE OF CORNELIUS TIDWELL	REFUND FOR SERVICE	100.00
EUGENE GLOCK	REFUND FOR SERVICE	250.00
FIRE PROTECTION SERVICES, LLC	TAGGED SEVEN (7) EXTINGUISHERS	35.00
GREAT PLAINS UNIFORMS	UNIFORM PANTS-MCCORMICK, LOMAX	497.50
HARBOR FREIGHT TOOLS	PC-BACKUP COMPRESSOR	209.99
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE215876	0.00
HEARTLAND NATURAL GAS LLC	2026/06/01-2026/06/30 BHE235679	14.04
HOME DEPOT	PC-TRAINING MATERIALS	185.98
KNOX COMPANY	PC-2026/04/27-2027/04/28 CLOUD LICENSE	584.00
KNOX COMPANY	PC-2026/04/27-2027/04/28 CLOUD LICENSE-DUP ENTRY-WILL CREDIT	584.00
KOHLS	PC-MENS DRESS SHOES	44.99
MENARDS	PC-LUMBER, STEP LADDER, SOIL, HOSE, PLANTS	233.82
MES SERVICE COMPANY	THERMAL IMAGING CAMERAS	1,484.69
MOTOROLA SOLUTIONS, INC	RECEIVE ONLY EARPIECES	479.60
NATIONAL FIRE PROTECTION ASSOCIATION	PC-CFI-I PROGRAM APPLICATION FEE-NAWROCKI	455.10
OMAHA PUBLIC POWER DISTRICT	2026/04/30-06/02 MONTHLY SERVICE	1,019.81
OMAHA PUBLIC POWER DISTRICT	2026/05/08-06/10 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	1,832.32
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	918.58
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	2,765.07
OMAHA PUBLIC POWER DISTRICT	2026/05/26-06/25 MONTHLY SERVICE	860.86
SFPE-GREAT PLAINS CHAPTER	PC-REGISTRATION FOR MEETING-GIFFORD	60.00
STARLINK - A DIVISION OF SPACE EXPLORATION TECH	PC-2026/04/28-05/28 TERMINAL ACCESS	165.00
STRYKER SALES CORPORATION	BATTERY CHARGER ASSEMBLY	1,235.40
TAMMY HETHERINGTON	REFUND FOR SERVICE	93.09
TRANSNET, LLC	2026/06/16-06/29 TRANSCRIPTION SERVICES	115.20
TREES SHRUBS AND MORE	PC-FLOWERS-DIST 1	394.58
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	2,861.34
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	618.22
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	1,442.96
UNMANNED VEHICLE TECHNOLOGIES, LLC	MATRICE 4TD DRONE WITH ACCESSORIES	14,172.37
WITMER PUBLIC SAFETY GROUP	WEDGE WAIST THROW BAG	125.39
ZOLL DATA SYSTEMS INC	2026/08/31M ZOLL BILLING FEES	1,654.80
ZOLL MEDICAL CORPORATION	RESQPOD ITD 10	1,787.52
		$ 106,532.59

CLAIMS FOR 2026/07/21 COUNCIL MEETING

NON-DEPARTMENTAL/CONTRACTS

BELLEVUE CHAMBER OF COMMERCE AND	ECONOMIC DEVELOPMENT CONTRACT	20,000.00
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	224.36
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE	2,817.10
LOCKTON COMPANIES, LLC	2026/07/31M WELLNESS CONSULTING FEE	1,875.00
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	115.73
REGIONAL METROPOLITAN TRANSIT	2026/04/30M MAT SERVICE 1993 MILES	7,542.00
SARPY COUNTY COURT HOUSE	2026/08/31M ANIMAL CONTROL	17,259.00
TRISTAR	2026/09/30Q CLAIMS ADMIN FEES	4,017.09
		$ 53,850.28

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-OUTDOOR ENERGY PLUGS, TEMPERATURE SENSOR, UPS BCKUPS, WORKBENCH GROUNDING	990.02
MENARDS	PC-ANGLE, CAB SCREWS, DRILLBITS, CABINET, SWIFFER, PAINT, HAND TRUCK	1,240.03
ONE CALL CONCEPTS	2026/06/30M LOCATES	5.31
PORTABLE COMPUTER SYSTEMS, INC	VEHICLE DOCKING STATIONS (3)	2,697.69
SENTINEL TECHNOLOGIES, INC	2026/06/30M FORTIS SERVICES, PRODUCT	5,414.77
STERLING COMPUTERS CORPORATION	2026/06/01-2027/05/31 MICROSOFT SOFTWARE	117,971.84
TJ CABLE AND UNDERGROUND SERVICES, LLC	2026/06/30M LOCATES	300.00
TRANSNET, LLC	RECOVER TRANSCRIBED FILES BACK TO COMPUTER	360.00
WASABI TECHNOLOGIES, LLC	PC-2026/03/12-04/11 MONTHLY CLOUD STORAGE	166.39
WESTLAKE ACE HARDWARE	PC-CABLE, DRILL BITS, WALLPLATES	41.91
		$ 129,187.96

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2026/06/30M BELLEVUE BAY INDOOR DESIGN SERVICES, REIMBURSABLE EXPENSES	18,454 88
ARCO MURRAY NATIONAL ENTERTAINMENT	APP 4-BELLEVUE BAY WATERPARK THRU 2026/06/30	3,052,807 14
HOLLAND BASHAM ARCHITECTS, INC	2026/06/30M PROF SERV-WATERPARK INV 9484	59,813 00
UNITGED STATES TREASURER	IRS FOR 8038-T-REFUND REBATE PAYMENT	122,174 28
SAPP BROS, INC	PROPANE CHARGE	3,062 92
THIELE GEOTECH	BPW 240802-MATERIALS TESTING-WATERPARK	12,710 50
WHITEWATER WEST INDUSTRIES, LTD	PJIN-007526 WATERSLIDE MFG 10% SHIPPING INITIATION	757,669 23
WHITEWATER WEST INDUSTRIES, LTD	PJIN-007587 WATERSLIDE MFG 5% PRE-INSTALLATION	378,834 61
		$ 4,405,526.56

2206 LONGO DR

C&E INDUSTRIES	2026/06/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2026/06/04-07/03 MONTHLY SERVICE	138.06
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT PUMP BY STATE FARM SUITE	683.75
CERRIS SYSTEMS NORTH CENTRAL, INC	INVESTIGATE WATER OVERFLOW	243.63
CINTAS LOCATION #749	2026/07/31M MAT SERVICE	496.48
COX BUSINESS SERVICES	2026/05/27-06/26 MONTHLY SERVICE	157.80
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE - GAS/WATER	11,720.74
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	7,780.63
OMAHA PUBLIC POWER DISTRICT	2026/04/24-05/21 MONTHLY SERVICE	8,123.33
PAPILLION SANITATION	2026/06/30M SERVICE	425.24
PROTECH PEST CONTROL	2026/06/30M PEST CONTROL	149.80
PROTECH PEST CONTROL	2026/07/31M PEST CONTROL	149.80
SCHUMACHER ELEVATOR COMPANY	2026/06/30Q ELEVEATOR MAINTENANCE	600.59
SELDIN LLC	2026/05/31M MANAGEMENT FEES	1,514.58
TAILORED LAWNS, INC	LAWNCARE	700.00
USG	CAULKING AROUND TOILETS AND SINK COUNTERTOPS	650.80
USG	INSPECTED HVAC UNITS AND ELE WIRING, MANUAL RESET OF BOTH	460.10
USG	INSPECTED HVAC, RESET SYSTEM	636.65
USG	INSPECTED RECENT CHILLER REPAIRS AND REMOVED RAIN WATER	187.79
USG	INSPECTION OF CHILLER AND IDENTIFY LEAK	280.88
USG	LIGHTING IN VA	552.45
USG	LIGHTING/ELETRICAL AND INSTALL SOAP DISPENSERS	651.63
USG	RESPONDED TO REPORT OF WATER ENTERING ELECTRICAL ROOM	885.96
USG	SUPPLIES AND REPAIR FOR LEAK IN CHILLER	868.05
WATERLINK INC	2026/06/30M WATER TREATMENT SERVICE	431.63
		$ 42,481.47

MINUTE RECORD

CLAIMS FOR 2026/07/21 COUNCIL MEETING

WASTEWATER		
AMAZON.COM, LLC	PC-SAFETY GLASSES, WIPES, FUEL PUMP, FLOOR SAW, HARD HATS	892.41
AT&T MOBILITY	2026/05/22-06/21 MONTHLY SERVICE	645.34
CENTURY LINK	2026/06/13-07/12 MONTHLY SERVICE	148.98
CENTURY LINK	2026/06/22-07/21 MONTHLY SERVICE	696.99
COX BUSINESS SERVICES	2026/06/18-07/17 MONTHLY SERVICE	91.99
COX BUSINESS SERVICES	2026/06/29-07/28 MONTHLY SERVICE	66.50
GRAINGER	COATED GLOVES	61.92
HARBOR FREIGHT TOOLS	PC-HAND TRUCK, RATCHEING TIE DOWN	81.98
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL 2026/05/31-	15,585.28
HDR ENGINEERING, INC	BPW 250115-TWIN CREEK SIPHON EVAL 2026/05/31-	10,789.22
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/05/31-06/27	3,225.38
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2026/05/31-	1,593.35
INTERSTATE POWER SYSTEMS, INC	VOLTAGE REGULATOR, MILEAGE	1,084.42
J & J SMALL ENGINE SERVICE	PC-HAND HELD BLOWER	239.99
MENARDS	PC-WATER, TIRE KIT, CLEVIS LINK, LAWN BLANKET, STEEL HANDLES, CLEANING SUPPLIES	469.88
NAPA AUTO PARTS	PC-OIL ABSORBENT	95.90
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	3,630.61
OMAHA PUBLIC POWER DISTRICT	2026/05/20-06/22 MONTHLY SERVICE	2,207.48
OMAHA PUBLIC POWER DISTRICT	2026/05/21-06/23 MONTHLY SERVICE	1,041.26
THE UPS STORE	PC-SHIPPING FOR CAMERA REPAIR	106.37
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M DENTAL INSURANCE	478.60
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LIFE	131.33
UNITED OF OMAHA LIFE INSURANCE CO	2026/06/30M LTD	166.30
UTILITY EQUIPMENT COMPANY	PIPE, GASKET LUBE, COUPLING	215.70
VALLEY CORPORATION	BPW 240603-INTERCEPTOR SEWER & SCCWWA CONN THRU 2026/06/25	115,245.76
		$ 158,992.94
ECONOMIC DEVELOPMENT		
EATON CORPORATION	LB 840 DISBURSEMENT 1 OF 4	100,000.00
		$ 100,000.00
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	2026/05/26-06/25 MONTHLY SERVICE	100.61
		$ 100.61
COMMUNITY DEVELOPMENT		
HABITAT FOR HUMANITY OF OMAHA	HOME REPAIR-8110 S 32ND ST	12,300.00
THE LIGHTHOUSE CAFE	LIGHTHOUSE EXPANSION PROJECT	554.06
		$ 12,854.06
FEDERAL FORFEITURES		
VERIZON WIRELESS	2026/06/22-07/21 MONTHLY SERVICE	730.90
		$ 730.90
	TOTAL CLAIMS FOR 2026/07/21	**$ 5,687,420.11**
	TOTAL PAYROLL FOR 2026/07/03	**$ 2,011,053.61**

11a.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 2026			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6,7, and Outlot A, Quail Crossing, from BG and RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval; and preliminary plat Lot 1 Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General location: South 45th Street and Hwy 370.

SYNOPSIS/BACKGROUND:

Jeff Stoll, on behalf of Quail Crossing, LLC, is requesting a change of zone from BG and RG-20 to RG-20-PS with site plan approval, and preliminary plat Lot 1, Quail Crossing Replat 1, for the purpose of constructing a 165-unit multi-family residential development. The project will have 165 units in three buildings. Additionally 36 garage stalls, along with 294 surface stalls are proposed. The applicant is also proposing a clubhouse with a fitness room, dog washing station, club/entertainment room, and a pool. This request is in conformance with the Comprehensive Plan.

FISCAL IMPACT: NONE | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS

1. Planning Commission Recommendation Sheet		2. Staff Report		3. Ordinance No. 4219	
4.		5.		6.	

SIGNATURES

LEGAL APPROVAL AS TO FORM: Jimmie Battaillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: S-2604-08

CITY COUNCIL HEARING DATE: July 7, 2026

REQUEST: to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing, from BG & RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval; and preliminary plat Lot 1, Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General Location: Southeast 45th Street and Hwy 370.

On May 28, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, one absent, and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing was held on: May 28, 2026

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2604-03
S-2604-09

FOR HEARING OF:
REPORT #1: May 28, 2026
REPORT #2: June 16, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Quail Crossing, LLC
6860 S 118th Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Quail Crossing, LLC
6860 S 118th Street
Omaha, NE 68137

C. GENERAL LOCATION:

South 42nd Street and Hwy 370

D. LEGAL DESCRIPTION:

Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, and 7, and Outlot A, Quail Crossing, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Quail Crossing Replat 1, from BG and RG-20 to RG-20-PS.

2. Preliminary plat Lot 1, Quail Crossing Replat 1.

F. EXISTING ZONING AND LAND USE:

BG and RG-20, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and preliminary plat to enable multi-family residential development.

H. SIZE OF SITE:

The site is approximately 8.124 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Vacant/undergoing grading

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Highway 370 right-of-way
2. **East:** Commercial (across South 42nd Street), BGH-PCO
3. **South:** Vacant (across Maass Road), AG
4. **West:** Commercial (across South 45th Street), BG-PCO

C. RELEVENT CASE HISTORY:

1. On January 23, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast ¼ of the Southwest ¼, north of the road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. City Council approved the aforementioned request on March 4, 2025.

2. On June 26, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing. City Council approved this request on August 27, 2025.

3. On May 28, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, and 7, and Outlot A, Quail Crossing, located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG and RG-20 to RG-20-PS for the

purpose of multi-family residential development; and preliminary plat Lot 1, Quail Crossing Replat 1.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District uses and requirements.

3. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.

4. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.

5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as mixed use.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2022 MAPA traffic data indicates 31,000 vehicles per day along Highway 370 near the intersection of South 42nd Street.

2. Shannon Drive will be the east-west street through the proposed plat, with access from South 42nd Street and South 45th Street.

D. UTILITIES:

All utilities are available or will be constructed to serve this development.

E. ANALYSIS:

1. Jeff Stoll, on behalf of Quail Crossing, LLC, has submitted a request to preliminary plat Lot 1, Quail Crossing Replat 1, for the purpose of multi-family residential development.

2. The applicant is also requesting a change of zone from BG and RG-20 to RG-20-PS for the purpose of multi-family residential development.

The RG-20 (General Residential) zoning districts are intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

3. The Quail Crossing final plat was approved in August 2025. Since that time, the developer has decided to expand the multi family residential development. The proposed plat would keep all the commercial lots on the north side of Shannon Drive, with the multi family development being on the south half of the property.

4. As part of the rezoning, the applicant is requesting the -PS overlay, which requires site plan approval.

5. The developer is proposing 165 units in three buildings. The applicant has indicated the unit breakdown as follows: 30 efficiency units, 51 one-bedroom units, 66 two-bedroom units, and 18 three-bedroom units.

The proposed RG-20 zoning would allow a density of 171 units on the property.

6. The site plan shows 36 garage stalls, along with 294 surface stalls, for a total of 330 parking spaces. This meets the minimum requirements of two stalls per dwelling unit.

7. The applicant submitted a landscape plan as part of the site plan approval package. The landscape plan meets the minimum requirements of Section 8.12 and Article 9, Zoning Ordinance.

At staff's request, the developer has included additional plantings along the western and southern property lines to enhance screening adjacent to nearby residential properties.

8. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, for design standards. Compliance with these regulations will be reviewed as part of the building permit process.

9. A clubhouse and pool are proposed for this development. The proposed clubhouse amenities will include a fitness room, dog washing station, club/entertainment room, as well as the on-site leasing and property management offices.

10. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, OPPD, MAPA, Papio-Missouri River NRD, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

The Public Works Department requested technical revisions to the preliminary plat and storm sewer drainage report. The applicant's engineer has satisfied these comments.

Grading has been occurring on the site. The Public Works Department has been made aware of numerous deficiencies in sediment and erosion control practices on site. A Letter of Warning was sent to the site owner on May 20, 2026, which requested compliance by May 27, 2026. The developer has taken the necessary steps to come into compliance. The site should be in compliance prior to City Council approval.

No other comments were received.

11. The requested change in zone from BG to RG-20 represents a less intense use along Maass Road and a nearby residential neighborhood.

12. The Future Land Use Map of the Comprehensive Plan designates this area as mixed use. This request is in compliance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received April 17, 2026
4. Preliminary plat received May 18, 2026
5. Site plan received May 18, 2026
6. Landscape plan received May 18, 2026

VII. COPIES OF REPORT TO:

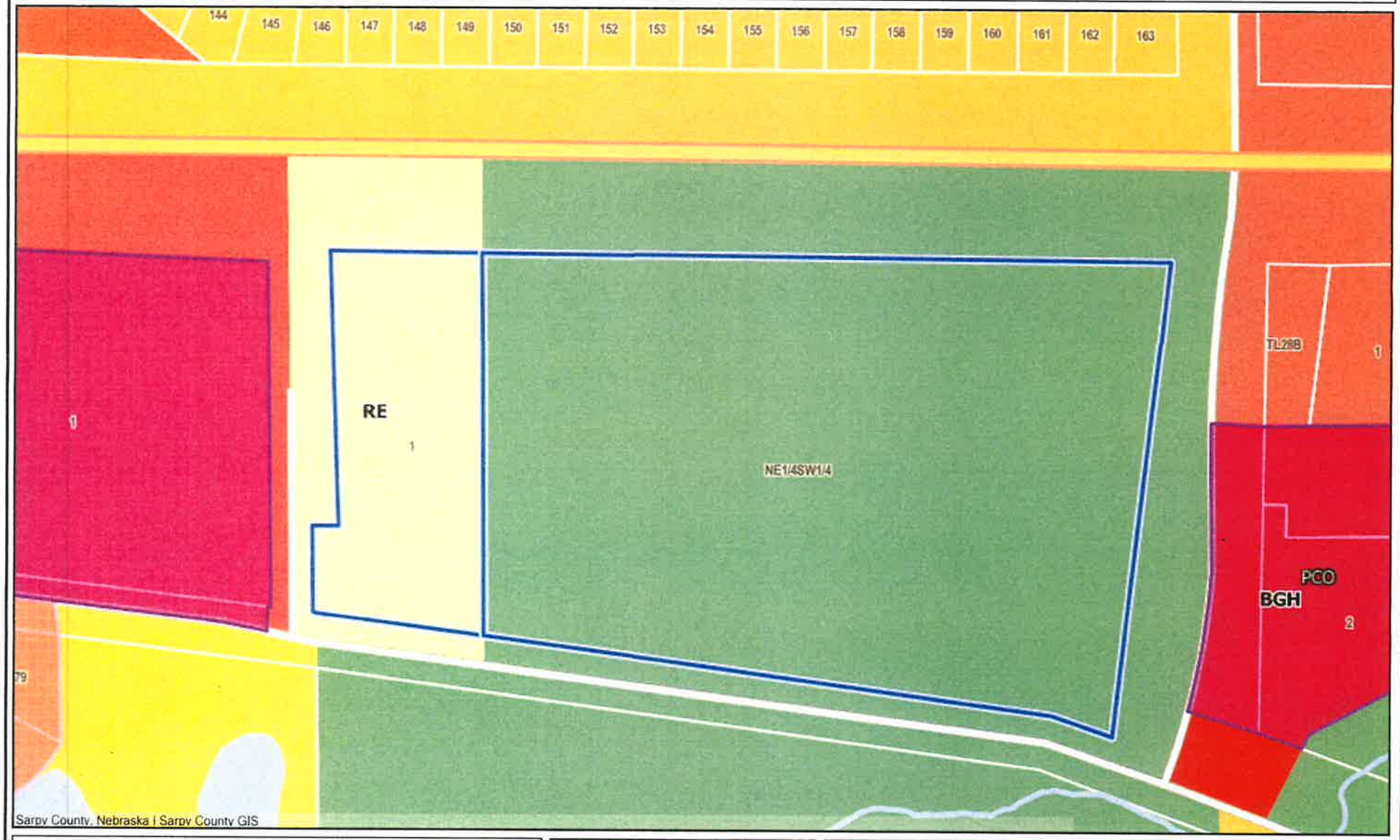
1. Quail Crossing, LLC. (Attn: Austin Alff)
2. E & A Consulting Group, Inc. (Attn: Jeff Stoll)
3. Scott Alff
4. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report 06/09/26

SARPY COUNTY
NEBRASKA

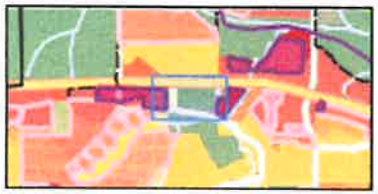
Zoning Map



0 250 500 ft

Map Scale 1: 3090

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



Notes

SARPY COUNTY
NEBRASKA

Aerial Map



0 250 500 ft

Map Scale 1: 3090

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



Notes

E & A CONSULTING GROUP, INC.
Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

April 17, 2026

Tammi Palm, Planning Director
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Quail Crossing Replat 1 – Preliminary Plat & Change of Zone Submittal
E&A File: P2023.157.004

Dear Tammi,

On behalf of our client, Quail Crossing, LLC, we hereby submit an application for the above referenced project. The application intends to replat Lots 6 and 7, Quail Crossing, and Outlot A, Quail Crossing into one lot. With this application we are proposing to rezone the property with the Planned Subdivision (PS) overlay district. All documents included are listed on the attached transmittal.

If you have any questions regarding this application, please contact me at 402-895-4700 or by email at jstoll@eacg.com.

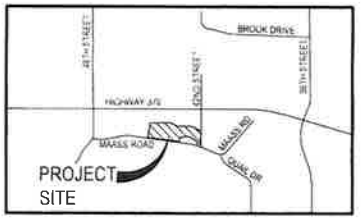
Sincerely,
E & A Consulting Group, Inc

Jeff Stoll
Platting Services Department Manager

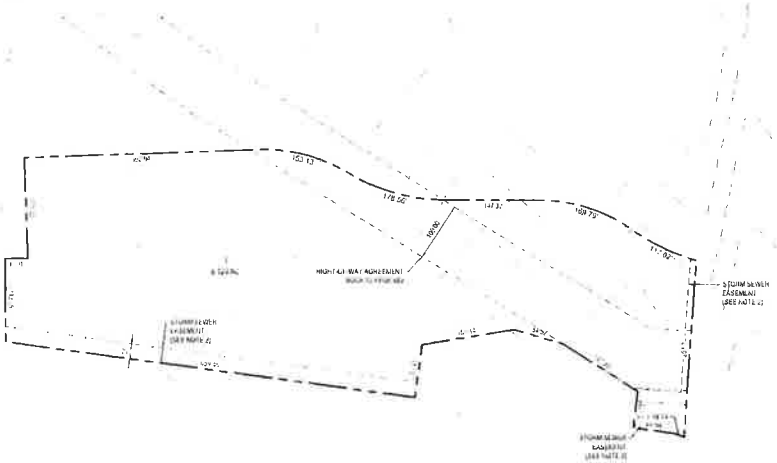
QUAIL CROSSING REPLAT 1

LOT 1

A TRACT OF LAND BEING A REPLATTING OF LOTS 6 7 AND OUTLOT 'A' QUAIL CROSSING A SUBDIVISION LOCATED IN THE NE¼ OF THE SW¼ OF SECTION 32 TOWNSHIP 14 NORTH RANGE 13 EAST OF THE 6TH P M CITY OF BELLEVUE SARPY COUNTY NEBRASKA



VICINITY MAP



RC-20 PS ZONING SETBACK TABLE LOT 1	
FRONT YARD	25
INTERIOR SIDE YARD	5
STREET SIDE YARD	10
REAR YARD	10

LEGAL DESCRIPTION

A TRACT OF LAND BEING A REPLATTING OF LOTS 6 7 AND OUTLOT 'A' QUAIL CROSSING A SUBDIVISION LOCATED IN THE NE¼ OF THE SW¼ OF SECTION 32 TOWNSHIP 14 NORTH RANGE 13 EAST OF THE 6TH P M CITY OF BELLEVUE SARPY COUNTY NEBRASKA

SAID TRACT OF LAND CONTAINS AN AREA OF 353 913 SQUARE FEET OR 8 125 ACRES MORE OR LESS

DEVELOPER/OWNER
QUAIL CROSSING LLC
[illegible] 116TH STREET
[illegible]

ZONING

EXISTING	[illegible]
PROPOSED	[illegible]
TOTAL	8 124 AC

NOTES

1 DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO S 42ND STREET S 45TH STREET AND MASS ROAD FROM LOT 1

4 TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST PROPERTY LINES
- (PVC) PINCHED FOR PIPE
- BUILDING
- POWER RISER
- POWER POLE
- GUY WIRE
- LIGHT POLE
- TELEPHONE RISER
- CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- FENCE LINE
- GAS LINE
- WATER LINE
- OHP OHP POWER LINE (OVERHEAD)
- UGP UGP POWER LINE (UNDER GROUND)
- UGC UGC COMMUNICATION LINE (UNDER GROUND)
- SS SANITARY SEWER LINE
- ST ST STORM SEWER LINE
- FO FO FIBER OPTICS LINE

RECEIVED
MAY 18 2026
PLANNING DEPT.

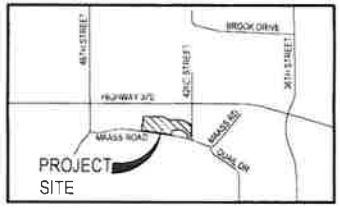
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

QUAIL CROSSING REPLAT 1
LOT 1
BELLEVUE NEBRASKA

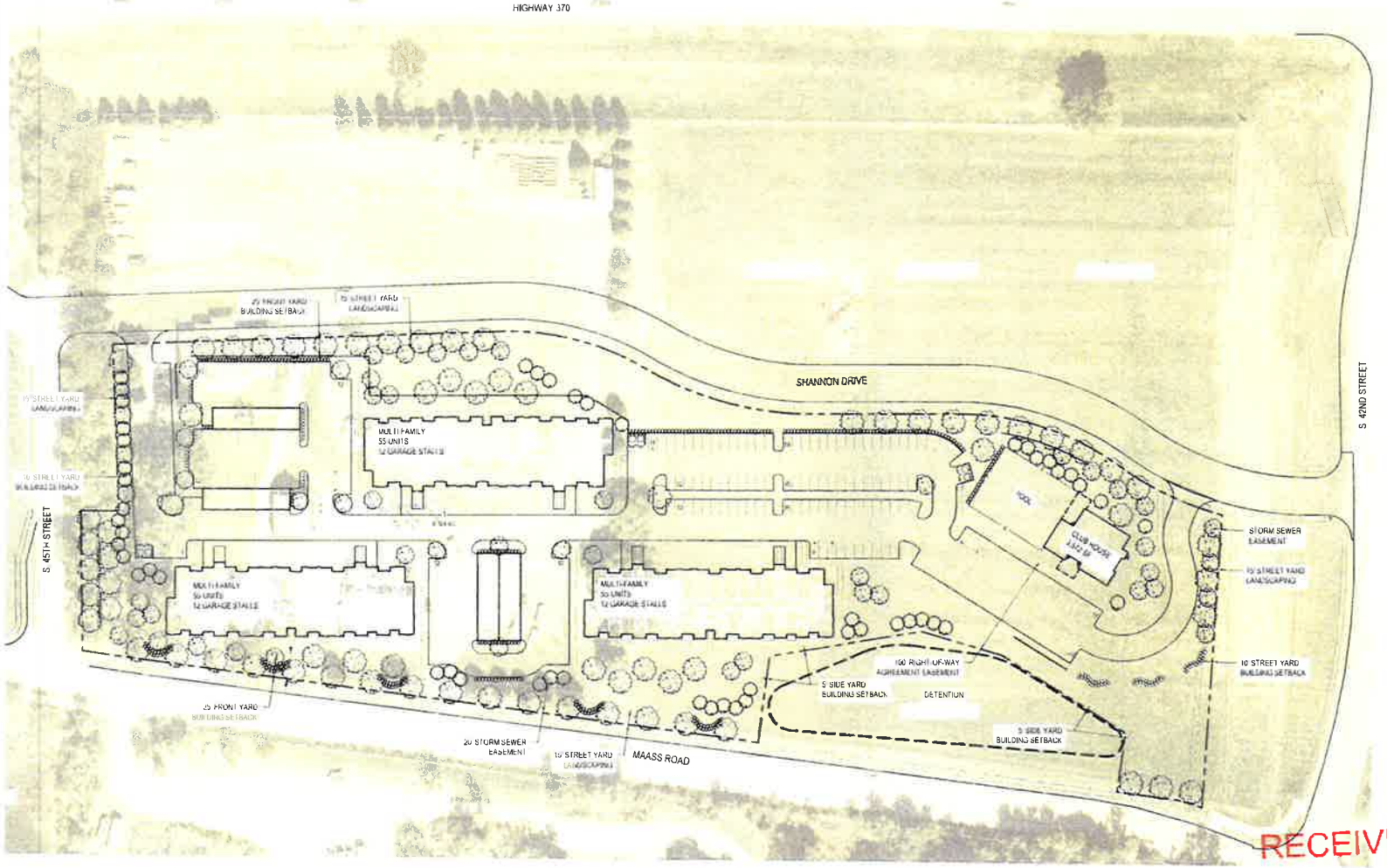
PRELIMINARY PLAT

APARTMENT UNIT MIX			
UNIT TYPE	UNIT QTY	STALLS PER UNIT	PARKING REQ
EFFICIENCY	10	1.0	10
ONE BED	51	2.0	102
TWO BED	86	2.0	172
THREE BED	18	2.0	36
TOTAL	165	2.0	320

SITE ANALYSIS TABLE	
ZONING RG-26-PS	
SITE SIZE	363,901 S.F.
BUILDING COVERAGE	80,595 S.F. (17.12%)
TOTAL PAVED AREA	138,939 S.F. (39.54%)
SURFACE PARKING	266 STALLS
GARAGE PARKING	88 STALLS
TOTAL PARKING	354 STALLS
ADA PARKING	8 STALLS
PARKING RATIO	2.02 STALLS / UNIT
TOTAL UNITS	165
DENSITY	2,746 S.F. / UNIT



VICINITY MAP



50 0 50

LEGEND

BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT
SETBACK

RG-26-PS ZONING SETBACK TABLE
LOT 1

FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	15'

RG-26-PS MULTI-FAMILY REQS

LOT AREA PER UNIT	2,000 SF
MAX HEIGHT	75 FT
MAX IMPERVIOUS AREA	80%
STALLS PER UNIT	2 STALLS

RECEIVED
MAY 18 2026
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
3909 Hull Rd., Ste. 104 • Okoboji, IA 51355
Phone: 712-332-2398 • Fax: 712-332-2665
www.eacg.com
State of NE Certificate of Authorization #CA0005

E & A CONSULTING GROUP, INC.
Engineering & Surveying

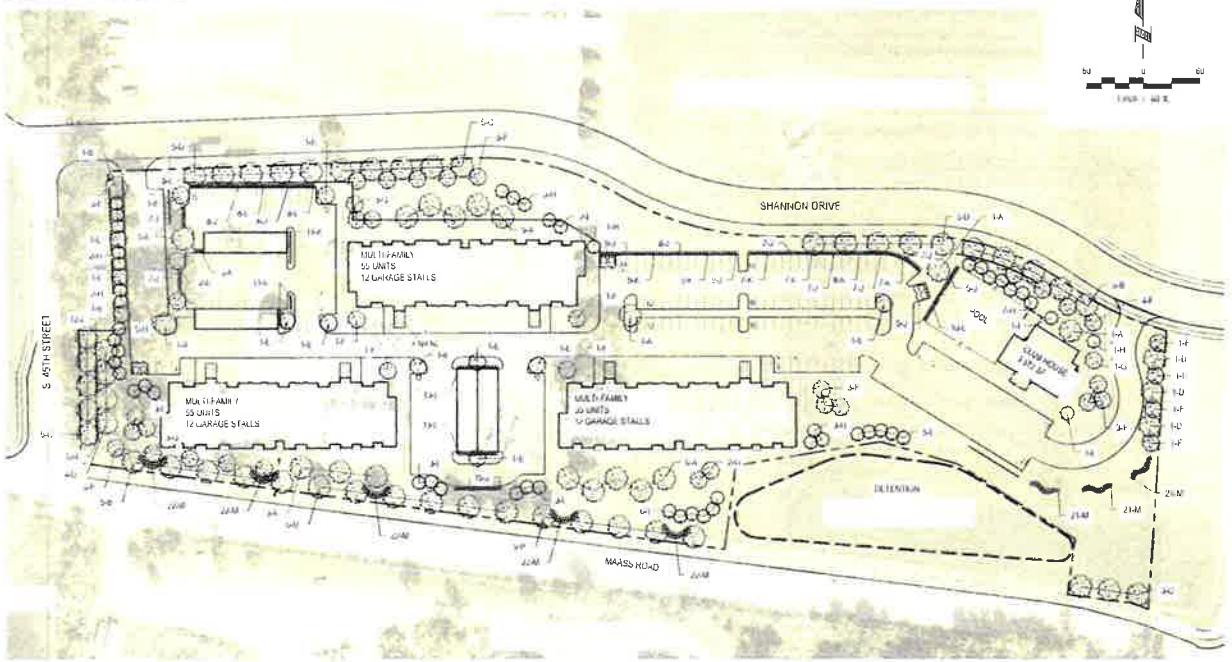
QUAIL CROSSING REPLAT 1
BEING A REPLAT OF LOT 1, QUAIL CROSSING

PLANNED SUBDIVISION
SITE PLAN

Proj No.	P2023.151.002
Date	03/09/2026
Designed By	KAH/JDH
Drawn By	KDH/JMM
Scale	AS SHOWN
Sheet	1 of 1

No.	Date	Description
1	04/16/2026	Revised per City Comments

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PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	18	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	16	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	13	Quercus rubrum	Red Oak	2"	B&B
D	23	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2"	B&B
E	14	Tilia cordata 'Greenspire'	Greenspire Linden	2"	B&B
F	28	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&B
G	9	Malus x 'Prairifire'	Prairifire Crabapple	2"	B&B
H	24	Picea pungens 'Glauca'	Colorado Blue Spruce	6'-7	B&B
I	27	Picea glauca 'Densata'	Black Hills Spruce	6'-7'	B&B
J	109	Juniperus chenensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
K	72	Hydrangea paniculata 'ILVOBO'	Bobo Hardy Hydrangea	3 Gal.	Cont.
L	84	Euonymus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont.
M	173	Viburnum opulus 'Nanum'	Dwarf Cranberry Bush Viburnum	3 Gal.	Cont.

DESIGN NOTES:
1. Landscape contractor shall coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

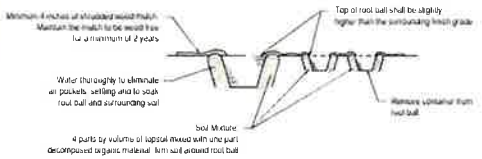
ARTICLE 8 LANDSCAPING, SCREENING AND FENCING REGULATIONS

§ 12.08 Landscaping Design Criteria
B. Multi-family developments shall provide one deciduous shade or one ornamental tree and three shrubs for every 40 lineal feet of street frontage. This requirement is in addition to street yard landscaping requirements.
Required = 83 trees & 249 shrubs (165 units / 2) Provided = 83 (71 shade & ornamental trees & 242 shrubs

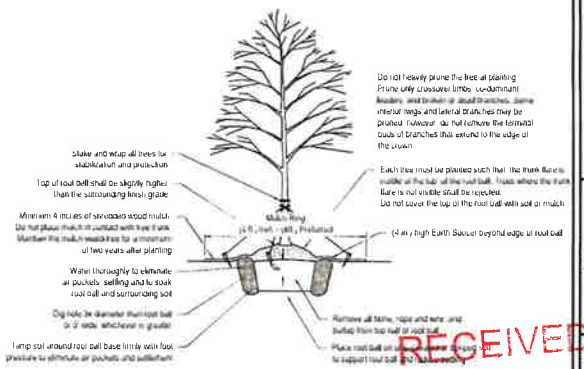
D. 4. Plant materials shall include one deciduous shade or one ornamental tree and three shrubs for every 40 lineal feet of street frontage
Shannon Drive (North) - Required = 29 trees & 87 shrubs (1,158 LF / 40) Provided = 29 trees & 87 shrubs
S. 45th Street (West) - Required = 8 trees & 24 shrubs (312 LF / 40) Provided = 8 trees & 24 shrubs
Mass Road (south) - Required = 19 trees & 57 shrubs (736 LF / 40) Provided = 19 trees & 57 shrubs
S. 42nd Street (East) - Required = 7 trees & 21 shrubs (298 LF / 40) Provided = 7 trees & 21 shrubs

10. A. There shall be 10 square feet of landscape area per parking stall
Required = 4,237 SF (2,03 stalls x 10) Provided = 11,647 SF

10. B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of required landscape area
Required = 14 trees (4,237 / 300 = 14.12) Provided = 14 trees



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

LANDSCAPE NOTES

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees), and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and size as originally specified.
5. Verify all site criteria and conditions prior to planting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e. root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide commercially available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulching to extend 1'-0" minimum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, sawdust, toxic substances or other foreign materials. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES

1. Irrigation bid to include in their price all MUE lines.
2. Irrigate all disturbed areas.
3. Irrigation contractor to be provided with a shop drawing for review and approval prior to installation.
4. Irrigation system to be operational for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible for winterize system one time.
6. Irrigation contractor to furnish all O&M drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan of as drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES

1. Seeding shall be Super Turf III rye (sod grown) fescue sod all fescue kentucky blue grass mixture from United Seeds Inc. Planting allowed and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June dormant seeding: December-March.
2. Matting shall be installed over all seeding areas (S150BN - NAG Erosion Control Blanket OR EQUIVALENT).

SODDING NOTES

1. The contractor shall notify the architect at least eight hours in advance of the time he intends to begin sodding and shall not place sod with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is otherwise handled in a satisfactory manner. All split or broken sod be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than four (4) days will be permitted. Sod which does not conform in all respects to the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in the contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches below the sod to bind unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, raking or other approved means.
4. The soil on which the sod is laid shall be reasonably moist and shall be compact as specified. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod immediately after the sod is laid or shall be pressed firmly into contact with the soil bed by tamping, rolling or by other approved methods so as to eliminate all air pockets. Provide sod and water uniformly, ensure footing and protect all exposed sod edges and earthen embankments. Protect all finished areas from damage by pedestrian traffic or equipment operation. Maintain sod areas until acceptance.
5. The contractor shall take care of the finished areas until all work on the entire contract has been completed and has been finally accepted. Such care shall consist of mowing, protection against traffic by approved warning signs or barricades, and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is laid in sufficient water shall be applied to wet the sod at least four inches deep in the wet bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surface which become gullied or otherwise damaged shall be repaired to re-establish the grade and condition of the bed prior to sodding and shall then be re-fertilized and re-seeded as specified under this item.
7. In waterways or slopes, the sod shall be laid with the longest dimensions parallel to the contours. Each sodding shall begin at the base of slopes or grades and the sodding progress in successive parallel rows working upward. Vertical joints between each sodding shall be staggered. All sod shall be laid to fit the grade specified and the grades behind each sodding are the responsibility of the contractor doing the sodding.
8. Sod shall be held in place by stakes in all drainageways. On all slopes steeper than 4:1 and elsewhere when specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked and the stakes shall not be more than four feet apart. Stakes shall have two flat sides, against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the soil the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly wet until a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (new growth) as accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (live roots/grass) and growing at the time of inspection and acceptance.

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State of NE Certificate of Authorization #CA0202

E & A CONSULTING GROUP, INC.
Engineering Answers

QUAIL CROSSING REPLAT 1
LINCOLN, NEBRASKA

PLANNED SUBDIVISION
LANDSCAPE PLAN

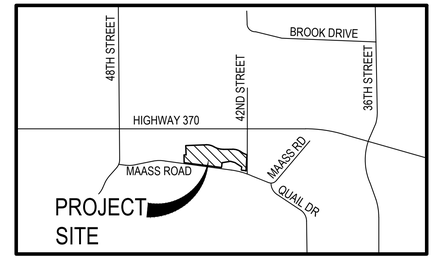
No.	Revisions	Date	By
A			

Date: 03/19/2026
Designed By: KAH/AMH
Drawn By: KAH/AMH
Scale: AS SHOWN
Sheet: 2 of 2

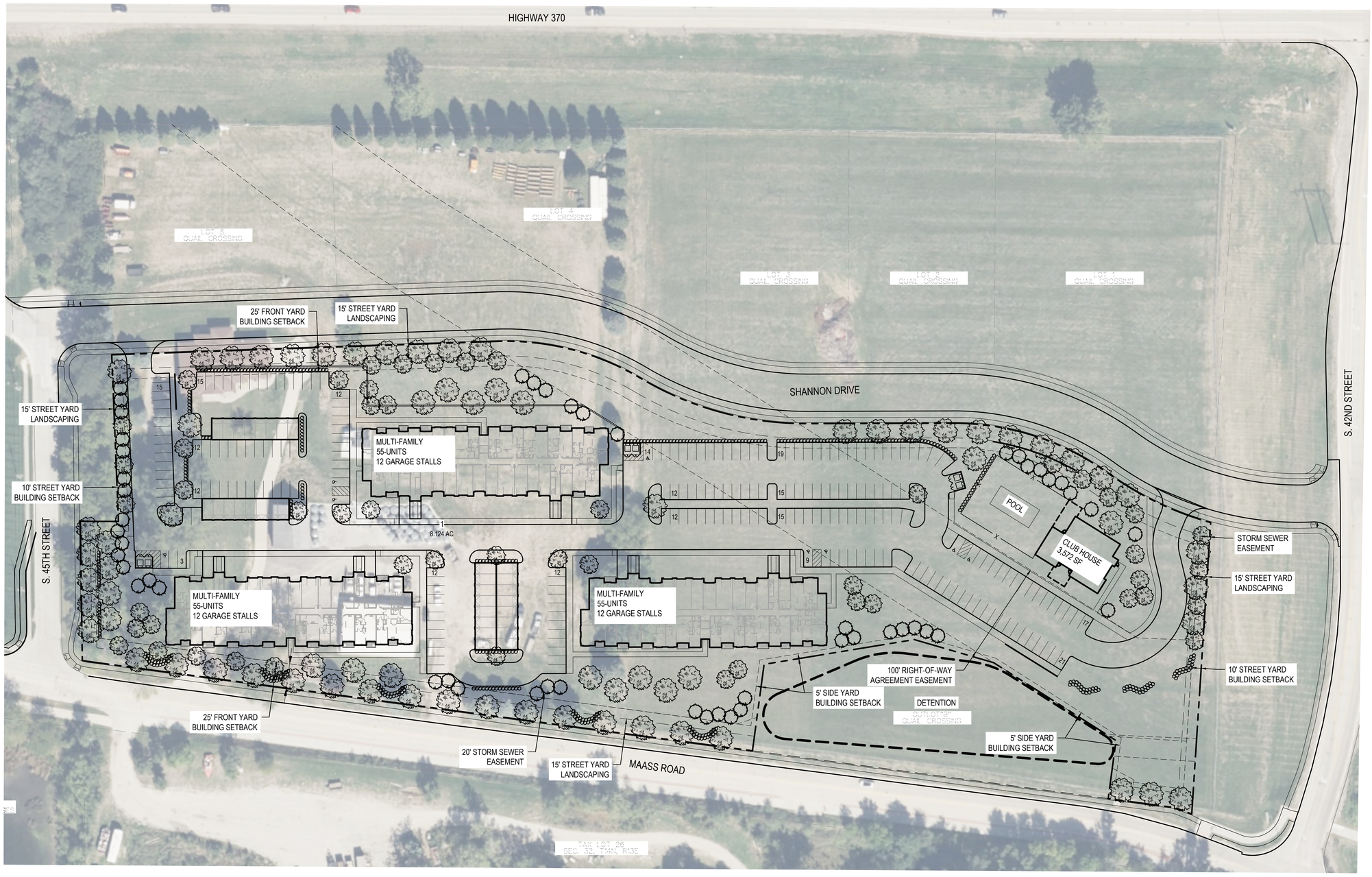
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MAY 18 2026
PLANNING DEPT.

APARTMENT UNIT MIX			
UNIT TYPE	UNIT QTY	STALLS PER UNIT	PARKING REQ
EFFICIENCY	30	2.0	60
ONE BED	51	2.0	102
TWO BED	66	2.0	132
THREE BED	18	2.0	36
TOTAL	165	2.0	330

SITE ANALYSIS TABLE	
ZONING: RG-20-PS	
SITE SIZE	353,901 S.F.
BUILDING COVERAGE	60,595 S.F. (17.12%)
TOTAL PAVED AREA	139,939 S.F. (39.54%)
SURFACE PARKING	266 STALLS
GARAGE PARKING	68 STALLS
TOTAL PARKING	334 STALLS
ADA PARKING	8 STALLS
PARKING RATIO	2.02 STALLS / UNIT
TOTAL UNITS	165
DENSITY	2,146 S.F. / UNIT



VICINITY MAP



N

50 0 50

1 inch = 50 ft.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT
- SETBACK

RG-20-PS ZONING SETBACK TABLE LOT 1	
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

RG-20-PS MULTI-FAMILY REGS

LOT AREA PER UNIT:	2,000 SF
MAX HEIGHT:	75 FT
MAX IMPERVIOUS AREA:	80%
STALLS PER UNIT:	2 STALLS

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QUAIL CROSSING REPLAT 1
BELLEVUE, NEBRASKA

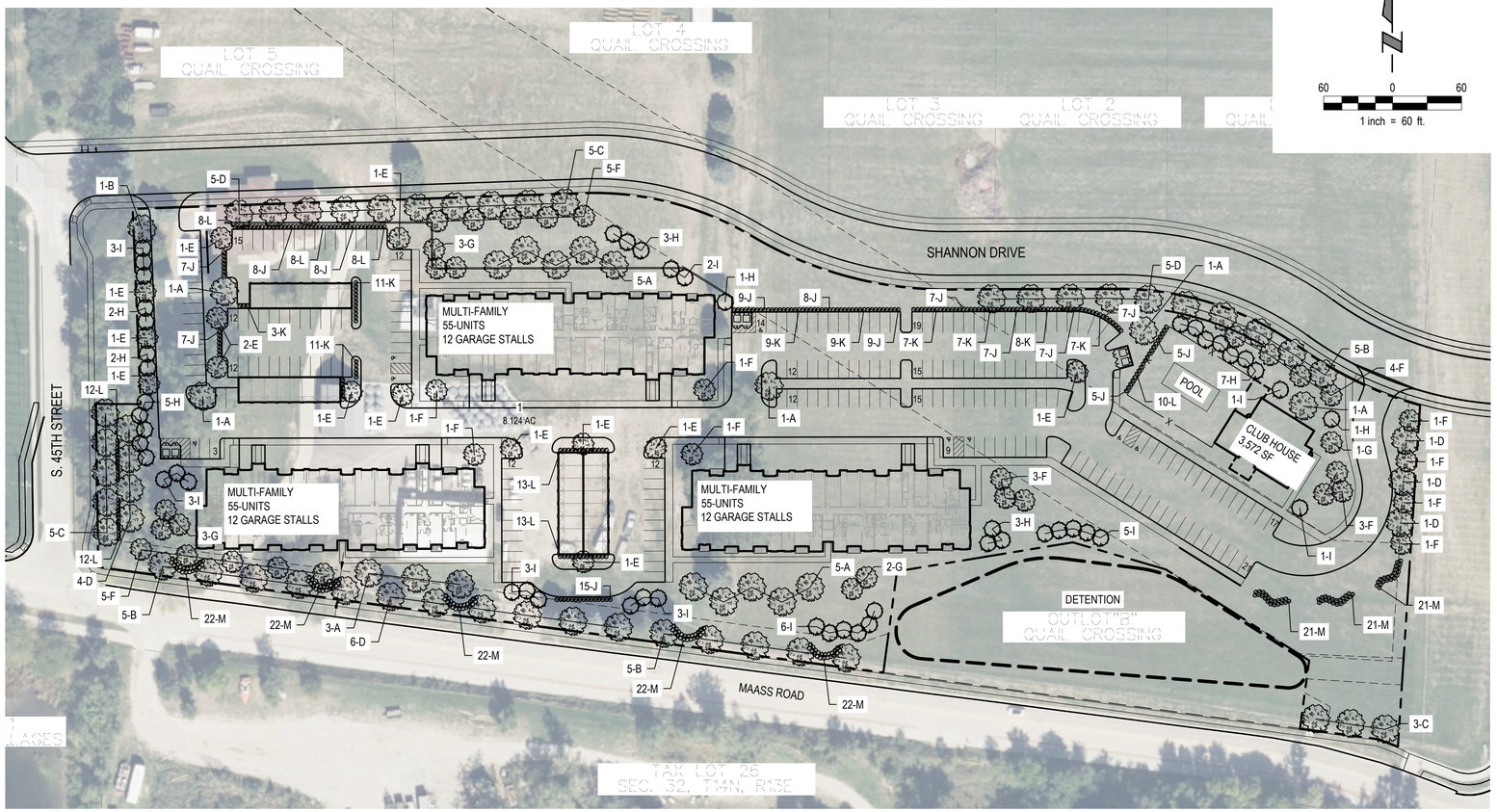
PLANNED SUBDIVISION
SITE PLAN

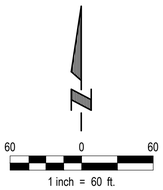
Revisions		
	Date	Description
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Proj No:	P2023.157.004
Date:	05/18/2026
Designed By:	KJH / KDH
Drawn By:	KDH / NMN
Scale:	AS SHOWN
Sheet:	1 of 2

Nicole Halperska 5/18/2026 9:16 AM K:\Projects\2023\157\pdd\Planning & Platting\Planning\SHPS-Quail Crossing 000.dwg

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PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	18	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	16	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	13	Quercus rubrum	Red Oak	2"	B&B
D	23	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2"	B&B
E	14	Tilia cordata 'Greenspire'	Greenspire Linden	2"	B&B
F	28	Malus 'Spring Snow'	Spring Cnow Crabapple	2"	B&B
G	9	Malus x 'Prairifire'	Prairifire Crabapple	2"	B&B
H	24	Picea pungens 'Glauca'	Colorado Blue Spruce	6'-7'	B&B
I	27	Picea glauca 'Densata'	Black Hills Spruce	6'-7'	B&B
J	109	Juniperus cheninsis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
K	72	Hydrangea paniculata 'ILVOBO'	Bobo Hardy Hydrangea	3 Gal.	Cont.
L	84	Euonymus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont.
M	173	Viburnum opulus 'Nanum'	Dwarf Cranberry Bush Viburnum	3 Gal.	Cont.

TREE NOTES:
1. Landscape contractor shall coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

ARTICLE 9: LANDSCAPING, SCREENING, AND FENCING REGULATIONS

8.12.06 Landscaping Design Criteria
8. Multi-family developments shall provide one deciduous shade or one evergreen tree, or two ornamental trees and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements.
Required = 83 trees & 249 shrubs (165 units / 2) Provided = 83 (71 shade & evergreen & 24 ornamental) trees & 249 shrubs

9. A. Plant materials shall include one deciduous shade or one ornamental tree and three shrubs for every 40 linear feet of street frontage.
Shannon Drive (North) - Required = 29 trees & 87 shrubs (1,158 LF / 40) Provided = 29 trees & 87 shrubs
S. 45th Street (West) - Required = 8 trees & 24 shrubs (312 LF / 40) Provided = 8 trees & 24 shrubs
Mass Road (South) - Required = 19 trees & 57 shrubs (776 LF / 40) Provided = 19 trees & 57 shrubs
S. 42nd Street (East) - Required = 7 trees & 21 shrubs (298 LF / 40) Provided = 7 trees & 21 shrubs

10. A. There shall be 19 square feet of landscape area per parking stall.
Required = 4,237 SF (223 stalls x 19) Provided = 11,047 SF

10. B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of required landscape area.
Required = 14 trees (4,237 / 300 = 14.12) Provided = 14 trees

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide commercially available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, sawdust, toxic substances, or other foreign materials. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

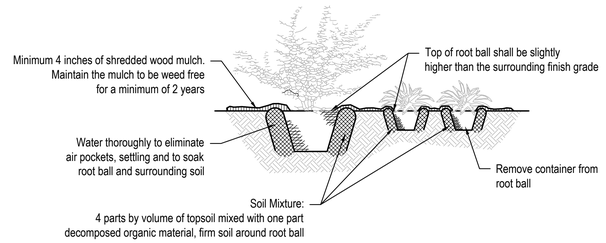
1. Irrigation bid to include meter pit and MUD fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

1. Seeding shall be Superturf II no rye (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc.
Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
2. Matting shall be installed over all seeding areas (S150BN - NAG Erosion Control Blanket OR EQUIVALENT).

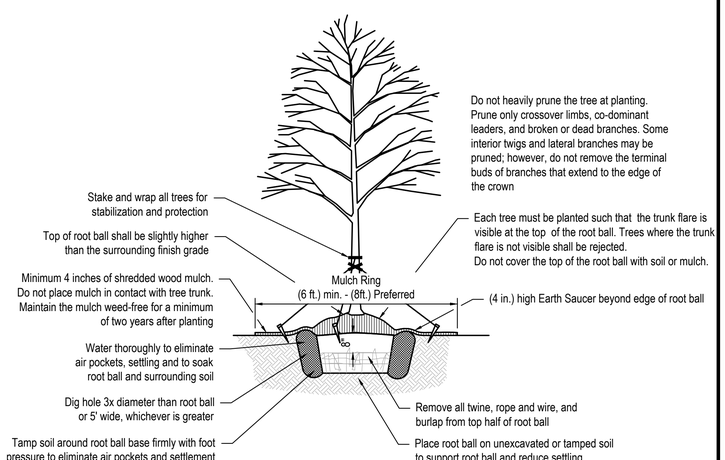
SODDING NOTES:

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
4. The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, secure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the sod prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.



SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

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State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC.
Engineering Answers

QUAIL CROSSING REPLAT 1
BELLEVUE, NEBRASKA

PLANNED SUBDIVISION
LANDSCAPE PLAN

Revisions		
	Date	Description
1		

Proj No:	P2023.157.004
Date:	09/18/2026
Designed By:	KJH / KDH
Drawn By:	KGH / NMN
Scale:	AS SHOWN
Sheet:	2 of 2

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5/18/2026 9:16 AM
Nicole Napierala

ORDINANCE NO. 4219

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4207 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 42nd STREET AND HWY 370, 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. 4207 is hereby amended to change the zone classification of the following described parcel of land:

> Lot 1, Quail Crossing Replat 1, being a replat of Lots 6 and 7, and Outlot A, Quail Crossing, and Part of the Northeast ¼ of the Southwest 1/4 North of the road all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.
>
> From BG (General Business) and RG-20 (General Residential – 2,000 Square Foot Zone) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).
>
> (Quail Crossing, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Quail Crossing is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

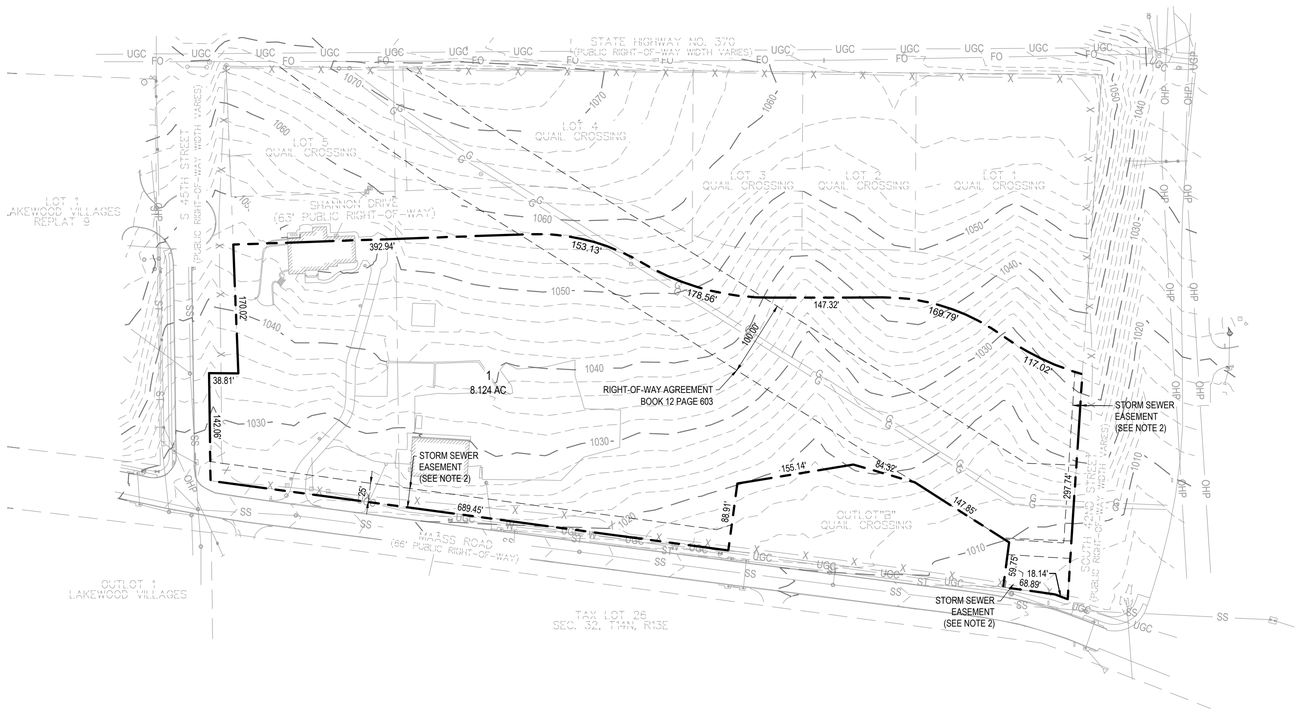
_____ _____
City Clerk Mayor

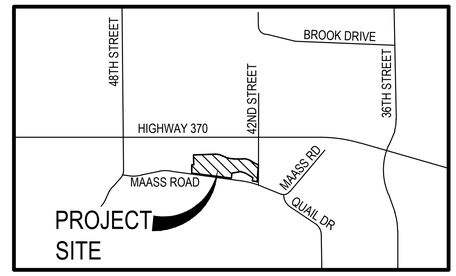
First Reading: _____
Second Reading: _____
Third Reading: _____

QUAIL CROSSING REPLAT 1

LOT 1

A TRACT OF LAND BEING A REPLATTING OF LOTS 6, 7, AND OUTLOT "A", QUAIL CROSSING, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA





VICINITY MAP

100 0 100

1 inch = 100 ft.
(U.S. Survey Feet)

RG-20-PS ZONING SETBACK TABLE LOT 1	
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

LEGAL DESCRIPTION

A TRACT OF LAND BEING A REPLATTING OF LOTS 6, 7, AND OUTLOT "A", QUAIL CROSSING, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

SAID TRACT OF LAND CONTAINS AN AREA OF 353,913 SQUARE FEET OR 8.125 ACRES, MORE OR LESS.

DEVELOPER/OWNER
QUAIL CROSSING, LLC
6860 S 118TH STREET
OMAHA, NE 68137

ZONING:

EXISTING	BG/RG-20	
PROPOSED:	RG-20-PS, LOT 1	8.124 AC
	TOTAL	8.124 AC

NOTES:

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO S 42ND STREET, S 45TH STREET, AND MAASS ROAD FROM LOT 1.

2. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. PROPERTY LINES
- (PTP) PINCHED TOP PIPE
- BUILDING
- P POWER RISER
- POWER POLE
- GUY WIRE
- LIGHT POLE
- T TELEPHONE RISER
- TV CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- X — X FENCE LINE
- G — G GAS LINE
- W — W WATER LINE
- OHP — OHP POWER LINE (OVERHEAD)
- UGP — UGP POWER LINE (UNDER GROUND)
- UGC — UGC COMMUNICATION LINE (UNDER GROUND)
- SS — SS SANITARY SEWER LINE
- ST — ST STORM SEWER LINE
- FO — FO FIBER OPTICS LINE

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com
State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC. *Engineering Answers*

QUAIL CROSSING REPLAT 1
LOT 1
BELLEVUE, NEBRASKA

PRELIMINARY PLAT

Revisions		
	Date	Description
1		

Proj No: P2023.157.004
Date: 03-02-2026
Designed By: JRS
Drawn By: BLH
Scale: 1" = 100'
Sheet: 1 of 1

Jeff Stoll 5/15/2026 2:37 PM K:\Projects\2023\157\p01\Planning & Platting\Platting\Plats\PP-Layout-RP1-000.dwg

11b.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/16/2026		SUBMITTED BY: Police Department/Legal			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Operation of Off-Road Recreational Vehicles on City Property

SYNPOSIS/BACKGROUND:

This ordinance would prohibit the operation of off-road recreational vehicles on public streets, alleys, sidewalks, bikeways, trails, and other public property of the City, with specific exceptions provided in Section 3, and provide for a criminal penalty for violating the ordinance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

RECOMMENDATION:

Approval of Ordinance No. 4220

ATTACHMENTS:

1. Ordinance No. 4220	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4220

AN ORDINANCE TO AMEND CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE V, SECTIONS 20-46 THROUGH 20-51 TO PROHIBIT THE OPERATION OF OFF-ROAD RECREATIONAL VEHICLES UPON THE PUBLIC STREETS, ALLEYS, SIDEWALKS, BIKEWAYS, TRAILS, AND OTHER PUBLIC PROPERTY OF THE CITY; PROVIDING DEFINITIONS; PROVIDING EXCEPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue is a city of the first class organized under the laws of the State of Nebraska and is authorized under Neb. Rev. Stat. §§ 60-678 and 60-680 to regulate the use of its streets, alleys, sidewalks, and other public ways in the interest of public health, safety, and welfare; and

WHEREAS, off-road recreational vehicles — including mini-bikes, pit bikes, dirt bikes, go-carts, golf carts, off-road motorcycles, electric motorcycles and similar light electric vehicles, all-terrain vehicles, utility task vehicles, and side-by-sides — are manufactured for off-road use, are not equipped to lawfully operate on public streets, and are being operated on the streets, sidewalks, bikeways, and trails of the City; and

WHEREAS, such vehicles do not conform to the accepted definitions of street-legal mopeds and electric bicycles as defined under Neb. Rev. Stat. §§ 60-614.02, 60-614.03, 60-614.04, 60-618.03, and 60-637; and

WHEREAS, such vehicles are not eligible for registration as motor vehicles in the State of Nebraska, are not titled, are not insured under standard motor vehicle policies, and are operated by individuals who in many cases are unlicensed or below the minimum age for motor vehicle operation; and

WHEREAS, the operation of such vehicles upon city streets, sidewalks, bikeways, and trails has resulted in collisions, near-collisions, complaints from residents, and a documented risk to operators, pedestrians, and other lawful users of the public way; and

WHEREAS, the City Council finds it necessary and appropriate to clearly prohibit the operation of such vehicles on public property within the corporate limits of the City of Bellevue;

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

Section 1. That Chapter 20, Article 5, Section 20-46 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-46 Definitions.

As used in this Article, the following terms shall have the meanings set forth below:

(a) "Off-road recreational vehicle" means any gas or electric powered two-, three-, or four-wheeled vehicle that:

(1) is designed, manufactured, or marketed for off-road use; and

(2) is not equipped with the lighting, mirrors, horn, braking systems, tires, vehicle identification numbers, or other equipment required by Nebraska law for operation on public streets.

The term includes, without limitation, mini-bikes, pit bikes, dirt bikes, go-carts, golf carts, off-road motorcycles, electric motorcycles and similar light electric vehicles, all-terrain vehicles, utility task vehicles, side-by-sides, and gas or electric scooters that do not meet the definition of a moped or electric bicycle under the laws of the State of Nebraska.

Evidence that a vehicle is designed, manufactured, or marketed for off-road use may include, without limitation: the absence of a manufacturer's certification label indicating compliance with Federal Motor Vehicle Safety Standards; the absence of a Vehicle Identification Number issued by the manufacturer for on-road use; the vehicle's ineligibility for titling or registration with the Nebraska Department of Motor Vehicles; manufacturer specifications, user manuals, owner's manuals, or marketing materials describing the vehicle as intended for off-road, trail, dirt, motocross, or competition use; or the absence of equipment required by Nebraska law for operation on public streets.

(b) "Street-legal" means lawfully eligible to be operated upon the public streets and highways of this state, including being properly registered and titled with the Nebraska Department of Motor Vehicles, displaying a current and valid license plate, and being equipped in accordance with all applicable provisions of Chapter 60 of the Nebraska Revised Statutes.

(c) "Personal mobility device" means an electric-powered device designed to transport a single standing or seated person at low speed, including a stand-on electric scooter, electric skateboard, self-balancing device, or single-wheeled device, that is not required to be registered as a motorcycle, moped, electric bicycle, or any vehicle registrable as a motor vehicle.

(d) "Public property" means any street, alley, roadway, sidewalk, bikeway, multi-use trail, park, parking lot, or other real property owned, leased, or controlled by the City of Bellevue, or any public right-of-way within the corporate limits of the City.

(e) "Operate" means to ride, drive, propel, or be in actual physical control of a vehicle, whether or not the motor is engaged.

Section 2. That Chapter 20, Article 5, Section 20-47 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-47 Prohibition.

(a) It shall be unlawful for any person to operate an off-road recreational vehicle upon any public property within the corporate limits of the City of Bellevue.

(b) The prohibition set forth in subsection (a) of this Section applies regardless of the age of the operator, the speed at which the vehicle is operated, or the duration of the operation.

Section 3. That Chapter 20, Article 5, Section 20-48 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-48 Exceptions.

The prohibition contained in Section 2 shall not apply to:

(a) Operation by a law enforcement officer, firefighter, public safety official, City employee or City contractor acting within the scope of his or her official or contracted duties; or

(b) The direct crossing of a public street or alley at a right angle from one parcel of private property to another, provided the operator dismounts and walks the vehicle across the public way if such vehicle is of a type that can be dismounted; or

(c) Operation, by an individual with a mobility disability, of an electric wheelchair or personal assistive mobility device designed primarily for individuals with mobility impairments; or,

(d) Operation in connection with an organized parade, public event, festival, exhibition, concert, athletic event, or similar gathering authorized by the City; or

(e) Operation, on a sidewalk, trail, or other pedestrian pathway, of an electric-powered personal mobility device intended to transport a single person, with a maximum motor-powered speed not exceeding 20 miles per hour. This subsection does not apply to electric bicycles as defined by Neb. Rev. Stat. §§ 60-618.02, 60-618.03, or 60-618.04.

Section 4. That Chapter 20, Article 5, Section 20-49 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-49 Penalty.

(a) Any person who violates any provision of this Article shall be guilty of a Class III misdemeanor and, upon conviction, shall be punished by a fine of not exceeding $500.00 or by imprisonment not to exceed six months or both such fine and imprisonment in the discretion of the court, and such violator may be committed to the county jail until such fine and costs of prosecution are paid.

(b) Each separate occurrence of operation in violation of this Article shall constitute a separate offense.

(c) Nothing in this Article shall limit the authority of a peace officer to enforce any other applicable provision of state law or municipal ordinance arising out of the same conduct, including but not limited to violations of Chapter 60 of the Nebraska Revised Statutes.

Section 5. That Chapter 20, Article 5, Section 20-50 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-50 Parental Responsibility.

It shall be unlawful for the parent, legal guardian, or other adult having custody of a minor under the age of eighteen (18) years to knowingly permit such minor to operate an off-road recreational

vehicle upon public property in violation of this Article. A violation of this Section may be punishable as provided in Section 4 above.

Section 6. That Chapter 20, Article 5, Section 20-51 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 20-51 Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances of the City of Bellevue in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 8. Effective Date.

This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

13a.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2026		SUBMITTED BY: Ashley Decker, HR Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Compensation Ordinance Update

SYNPOSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a reorganization due to retirement and the decision to eliminate a position. Essential job functions of the Safety Inspector are reassigned to the Risk Manager position, saving approximately $73,000 in wages annually.

FISCAL IMPACT: ($73,000)) BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Compensation Ordinance 4221

ATTACHMENTS:

1.	Ordinance No. 4221 (redlined)	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 422100

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4200193; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

Job Classification	Range
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

Grade	Range
As established in Contract	By Contract

Section 2.

Appointed Officials	Range (monthly)
City Administrator	By Contract
City Attorney	$ 355 - 440
City Clerk	$ 6,743 – 9,717
Treasurer	$ 355 – 440

Section 2a.

Unclassified Employees	Range (monthly)
Ambulance Billing Account Manager	$ 5,670 – 7,660
Assistant City Attorney	$ 8,693 – 11,638
Assistant Finance Director	$ 7,750 – 11,282
Legal Services Director	$ 10,351 – 14,709
Dir of Community & Ec. Development	$ 9,767 – 13,894
Communications Director	$ 6,897 – 9,634
Acctg, Reporting & Compliance Manager	$ 7,200 – 10,071
Deputy Director Parks & Rec	$ 6,727 – 9,636
Finance Director	$ 9,599 – 13,530
Fire Chief	$ 10,227 – 14,217
Human Resources Generalist	$ 4,727 – 7,233
Human Resources Director	$ 8,462 – 12,641
Manager of Engineering Services	$ 8,629 – 11,712
Legal Affairs & Special Projects Mgr.	$ 6,545 – 9,013

Library Director	$ 8,559 – 11,768
Planning Director	$ 8,642 – 12,579
Police Chief	$ 10,790 – 14,884
Public Works Director	$ 9,961 – 13,948
Public Works Engineer II	$ 6,956 – 9,802
Risk Manager	$ 7,549 – 10,176 ~~6,621 – 8,927~~

Section 2b.

Unclassified	Range (hourly)
CATV Specialist	$ 26.29 – 36.17
Executive Secretary	$ 30.53 – 43.91
Emergency Medical Services Supervisor	$ 49.48 – 65.11
Human Resources Assistant	$ 25.19 – 34.13
Paralegal	$ 28.67 – 39.03
Payroll Specialist	$ 26.64 – 36.76
Office of Professional Standards Coord.	$ 29.78 – 38.00

Section 3. Bellevue Police Officers Association

Job Classification	Range (hourly)
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

Job Classification	Range (hourly)
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

Unclassified	Range (monthly)
Assistant Fire Chief	$ 9,778 – 12,743

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

Job Classification	Range
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

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

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

A	**B**	**C**	**D**	**E**	**F**
$18.04	$18.67	$19.32	$20.00	$20.70	$21.42

Unclassified Part-Time Positions	Range (hourly)
Part-Time Administrative Intern Position:	$15.00 to $16.50
Ambulance Billing Clerk	$22.02 to 30.21
Library Shelver	$15.00 to 19.00
Library Clerk	$15.00 to 19.00
Tour Guide	$15.00 to 17.00

Section 8. That Ordinance 4200~~193~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2026.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

13b.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 21, 2026			SUBMITTED BY: Councilman Thomas Burns		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance Amending Bellevue Municipal Code Sections 2-29 and 2-107 Relating to Agenda Submission and Administrative Review

SYNOPSIS/BACKGROUND:

The proposed amendments clarify the agenda submission process and the respective legislative and administrative responsibilities of the City Council and City administration. The revisions are intended to ensure a clear and consistent procedure by which City Council members may submit legislative proposals for consideration by the governing body, while preserving the administrative review process for legal, fiscal, and operational analysis and recommendations prior to Council action.

FISCAL IMPACT:: No Fiscal Impact BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of Ordinance No. 4221 amending Sections 2-29 and 2-107 of the Bellevue Municipal Code.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4222

AN ORDINANCE TO AMEND SECTIONS 2-29 AND 2-107 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA FORMULATION, SUBMISSION OF MATERIALS, AND REVIEW BY ADMINISTRATIVE STAFF OF ORDINANCES, RESOLUTIONS, AND CONRACT DOCUMENTS; TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a ~~c~~City ~~c~~Council agenda must be submitted, in their proposed form, to the ~~c~~City Clerk ~~administrator~~ by noon on the Monday that is three weeks prior to the C~~c~~ity ~~c~~Council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a City C~~c~~ouncil agenda must be submitted, in their proposed form, to the ~~c~~City Clerk ~~administrator~~ by noon on the Monday that is two weeks prior to the City C~~c~~ouncil meeting at which the item will be discussed. The above timeline may be expedited with approval of the ~~c~~City A~~a~~dministrator. Upon receipt of a proposed agenda item, T~~t~~he C~~c~~ity ~~c~~Clerk shall submit it to the City Administrator to allow adequate time for staff to research the item and provide a cost analysis and written recommendation~~prepare the agenda of all such matters under the direction of the city administrator~~. The agenda and all supporting documentation referenced herein shall be delivered to the City ~~c~~Council members on the Wednesday preceding the regularly scheduled Tuesday City C~~c~~ouncil meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and C~~c~~ity ~~c~~Council members as provided for in Neb. Re~~v~~s. Stat. § 84-1411 (as may be amended) and any altered agenda shall be provided to the City C~~c~~ouncil members and made available to the public.

Section 2. Section 2-107 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-107 ORDINANCES, RESOLUTIONS AND CONTRACTS; APPROVAL REVIEW BY ADMINISTRATIVE STAFF PREREQUISITE TO SUBMISSION TO COUNCIL.

All ordinances, resolutions and contract documents shall, before presentation to the City ~~c~~Council, have been ~~approved~~ reviewed as to form and legality by the ~~c~~City a~~A~~ttorney and shall

have been examined and ~~approved~~ r for administration by the ~~e~~City ~~a~~Administrator or his or her authorized representatives.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of this ~~o~~Ordinance by the C~~c~~ity ~~e~~Council.

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

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

ORDINANCE NO. 4222

AN ORDINANCE TO AMEND SECTIONS 2-29 AND 2-107 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA FORMULATION, SUBMISSION OF MATERIALS, AND REVIEW BY ADMINISTRATIVE STAFF OF ORDINANCES, RESOLUTIONS, AND CONRACT DOCUMENTS; TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a City Council agenda must be submitted, in their proposed form, to the City Clerk by noon on the Monday that is three weeks prior to the City Council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a City Council agenda must be submitted, in their proposed form, to the City Clerk by noon on the Monday that is two weeks prior to the City Council meeting at which the item will be discussed. The above timeline may be expedited with approval of the City Administrator. Upon receipt of a proposed agenda item, the City Clerk shall submit it to the City Administrator to allow adequate time for staff to research the item and provide a cost analysis and written recommendation. The agenda and all supporting documentation referenced herein shall be delivered to the City Council members on the Wednesday preceding the regularly scheduled Tuesday City Council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and City Council members as provided for in Neb. Rev. Stat. § 84-1411 (as may be amended) and any altered agenda shall be provided to the City Council members and made available to the public.

Section 2. Section 2-107 of the Bellevue Municipal Code is hereby amended to read as follows:

§2-107 ORDINANCES, RESOLUTIONS AND CONTRACTS; REVIEW BY ADMINISTRATIVE STAFF PREREQUISITE TO SUBMISSION TO COUNCIL.

All ordinances, resolutions and contract documents shall, before presentation to the City Council, have been reviewed as to form and legality by the City Attorney and shall have been examined

and reviewed for administration by the City Administrator or his or her authorized representatives.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of this Ordinance by the City Council.

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

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

15a.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2026			SUBMITTED BY: Finance, CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Conduct a public hearing and approve the CDBG 2026-2027 Action Plan, by Resolution, including the funding recommendation for the FY-26 entitlement allocation.

SYNOPSIS/BACKGROUND:

As a recipient of an annual allocation of CDBG entitlement funding through the U.S. Dept of Housing & Urban Development, the City has prepared the annual Action Plan which outlines the activities that will be funded during the next fiscal year, expected outcomes of each activity and a summary of citizen participation. The CDBG Action Plan outlines the use of $307,019.00 in FY-26 entitlement funding and $1,759 in reallocated funding. The proposed activities are selected through an application process with eligibility review by CDBG staff and a funding recommendation prepared by the CDBG Committee following a review of each application and public hearing with applicants. The Notice of Availability & Public Hearing for the draft plan was published June 17, 2026, and a copy of the draft plan is available on the City's website. Following the public hearing and approval by the City Council, the final 2026/27 Action Plan will be submitted to HUD for review and approval.

FISCAL IMPACT:: $307,019.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: *Once approved by City Council and HUD, activities will be named and coded with Finance.

START DATE: 10/01/2026 END DATE: 09/30/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input on the CDBG 2026/2027 Action Plan with proposed funding recommendation. Approve the 2026/2027 Action Plan including Resolution, SF-424/424B, and Entitlement Certifications.

ATTACHMENTS:

1.	2026 Action Plan Draft	2.	2026 Funding Recommendation	3.	Resolution 2026- 14
4.	SF-424/424B and Certifications	5.	Notice of Availability/Public Hearing	6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

RESOLUTION NO. 2026-14

A RESOLUTION ADOPTING THE 2026-2027 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2026 – SEPTEMBER 2027 PROGRAM YEAR AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2026 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2026-2027; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, 424-B, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

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

(a) The Council has reviewed the 2026 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2026 - September 2027 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

(b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2026-2027 Action Plan for Community Planning and Development Programs for the October 2026 – September 2027 Program Year.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 21st day of July 2026.

_____
Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

_____
Susan Kluthe, City Clerk

RESOLUTION NO. 2026-14

A RESOLUTION ADOPTING THE 2026-2027 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2026 – SEPTEMBER 2027 PROGRAM YEAR AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2026 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2026-2027; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, 424-B, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

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

(a) The Council has reviewed the 2026 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2026 - September 2027 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

(b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2026-2027 Action Plan for Community Planning and Development Programs for the October 2026 – September 2027 Program Year.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 21st day of July 2026.

_____
Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

_____
Susan Kluthe, City Clerk

City of Bellevue's

2026-2027 CDBG Action Plan

Prepared for and submitted to the
U.S. Department of Housing and Urban Development
in accordance with 24 CFR Part 91

PREPARED BY:

CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE, NE 68005
(402) 293-3000
www.bellevue.net

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community for the receipt of CDBG funding, the City of Bellevue has prepared the 2026-2027 Action Plan following the regulations and requirement as outlined by the U.S. Department of Housing & Urban Development (HUD) to be eligible for the acceptance of Community Development Block Grant (CDBG) program funds. The 2026 Action Plan outlines the proposed uses of CDBG entitlement funds during the fiscal year period from October 1, 2026, to September 30, 2027. The intent of the CDBG funds allocated to projects in the Plan is to meet the needs and priorities as outlined in the City's 2024-2028 Consolidated Plan, and meet the goals of the CDBG program to develop a suitable living environment, provide decent and affordable housing, and expand economic opportunities, primarily for persons of low and moderate-income.

As part of the development of the 2026 Action Plan, the City allocated a total of $307,019.00 in 2026 CDBG entitlement funding and $1,759.00 in reallocated CDBG funding to goals outlined in the 2024-2028 Consolidated Plan, which serves as the guidance for meeting the housing and community development needs of the City of Bellevue during the five-year period.

During the 2026 Action Plan, City funded public facilities and improvements, public service, housing rehabilitation, economic development, and planning and administration activities. The activities include a response to the need for affordable housing support related to rehabilitation projects, assistance for the increased need for community services to support households who were facing amplified financial crisis, provision to support local businesses and their efforts to grow and expand offering additional employment opportunities, and public facilities improvements to benefit low- and moderate-income neighborhoods and services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During the development of the 2024-2028 Consolidated Plan, the City worked to identify goals and anticipated outcomes targeted for achievement during the next five years of the CDBG program. Many factors influenced the City's assessment of the community needs, including housing needs created by a rising housing market; furthering economic development efforts throughout Bellevue; and updating existing facilities, services, and programs; and the availability of non-CDBG funding sources to leverage with proposed activities.

During the development of the 2026 Action Plan, the City of Bellevue selected projects which will focus on the specific priorities and goals which are included in the table below.

For the 2026 CDBG funding cycle, the City received six project proposals from qualified applicants requesting almost $500,000 in funding. Each proposal was reviewed for compliance with HUD regulations to ensure that each met the criteria of a CDBG eligible activity, prescribed National Objectives, demonstrated the applicant's ability to carry out projects, and showed the impact and benefit for low -and moderate-income persons during the coming fiscal year. One public hearing was held to allow the applicants to present their projects to the CDBG Committee and allowed the public to hear and comment on each of the submissions. After thorough review and consideration by the CDBG Committee, five projects were recommended for funding and included in the draft 2026 Annual Action Plan that was presented for public comment and to the City of Bellevue Mayor and City Council for consideration and approval.

2024-2028 CDBG Consolidated Plan Strategic Priorities & Goals supported in the 20216 Action Plan

Priority #1: Maintain and Increase Affordable Housing Opportunities. To maintain the availability and affordability of current housing market stock while developing opportunities to expanding affordable housing opportunities through partnerships.

a. Support efforts to ensure adequate supply of affordable housing units in a range of types and sizes for all income levels in high resource areas.
    i. Support a variety of housing programs to defray the costs of rental housing or home ownership, marrying financial tools such as historic preservation and opportunity zones.
    ii. Investigate new funding sources to bring into Bellevue for housing and neighborhood revitalization.

b. Improving place-based strategies to encourage community conservation and revitalization including preservation of existing affordable housing.
    i. Fund a minor home repair and implement a preference for projects in low opportunity census tracts identified in the analysis.
    ii. Develop an owner and rental housing rehabilitation program to ensure the preservation of existing housing in the community.
    iii. Develop programs and assistance to address housing accessibility modification needs.
    iv. Work with partners to develop and fund a lead-based paint and radon testing and abatement program to ensure the safety of existing housing structures.

Priority #2: Improve the availability and accessibility to public infrastructure. To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and reuse of available sites in the creation of a suitable living environment.

a. Improve and expand the availability and sustainability of public facilities and infrastructure in previously developed areas of the community.
    i. Support revitalization efforts for public facilities improvements that create expanded economic development opportunities and leverage outside funding.
    ii. Address public facilities that are not up to code standards to create sustainable neighborhoods and remove barriers to accessibility.

b. Identify prospects to address Bellevue's aging infrastructure and necessary updates to ensure all residents have accessibility to services.
    i. Complete ADA ramp remediation, sidewalk improvements and crossing, and bikeway infrastructure improvements in address increased transportation connectivity and options.

Priority #4: Increase and Expand Public Service Availability. To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

a. Increase and expand public services that address demonstrated residential needs of low- and moderate-income residents with particular emphasis on children and you, unemployed and under-employed individuals a well as people with special needs such as the elderly and persons with a disability.
    i. Identify community partners and support efforts to create or expand public services that support identified needs in the community.

Priority #5: Administration of CDBG Program. To continue to maintain and administer a successful CDBG Program.

a. Successful administration of the CDBG programs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Following the conclusion of each fiscal year, the City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through monitoring performance measurements, staff is able to identify operational improvements, resource allocation issues, timeline delays and policy questions to be addressed in the upcoming year.

Overall, Bellevue and its partners have been successful in implementing its community services and public improvements projects and programs and meeting the objectives established in the previous Consolidated Plan and foresees continued progress through the new Plan.

The City completed the first year of the 2024-2028 Consolidated Plan on September 30, 2025, which focused on efforts to improve the quality of life for low- and moderate-income residents through projects and resources that addressed the Consolidated Plan goals. All eight activities selected by the City supported high priorities including: improve accessibility to public infrastructure with the installation of sidewalks; maintain affordable housing through a rehabilitation program and expand affordable housing options by increasing the capacity of local nonprofit; assisted with increasing and expanding public service availability; encourage business growth and job creation by assisting small business; and program administration for the CDBG program.

Following the conclusion of the fiscal year, the City will prepare the Consolidated Annual Performance and Evaluation Report (CAPER) to outline the goals and accomplishment of each project.

During the 2024 fiscal year, the City provided an area benefit to 4,200 persons through the sidewalk improvement projects in two areas, which were made up of 63.9% and 54.9% low- and moderate-income households. In addition, the City of Bellevue provided direct support to 127 families through public service projects. Of the CDBG funding allocated to projects, 100% benefited low/mod income activities with 15% going towards public services and 17% for administration.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The federal regulations that govern the planning process place a strong emphasis on community participation, especially by low-income persons and others who may benefit from the plan. While developing the plan, the City consulted with key stakeholder groups and organizations as outlined in the approved Citizen Participation Plan and completed the following outreach:

- Published notices prior to meeting, public hearings, and availability of plans for review as well as distributed the information through a mailing list open to all interested citizens,
- Hosted 3 public hearings on March 2nd, June 4th, and July 21st, 2026,

- Held one technical assistance workshop for interested applicants on April 14, 2026, and
- Met with various community organizations to discuss needs and opportunities for funding.

In addition, several of the City of Bellevue plans that were already developed and adopted were also used during the planning process to ensure consistency and coordination. The following city plans were consulted: Bellevue & Papillion Housing Resiliency Plan, Bellevue Comprehensive Plan, Bellevue Blight Study, City of Bellevue Strategic Plan including Mission Statement with Organizational Core Values, Parks Development Plan, Bellevue Neighborhood Needs Assessment and Revitalization Strategy, and the Sarpy County Housing Study.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the development of the 2026 Action Plan, residents were provided numerous opportunities to provide comments regarding the City of Bellevue's CDBG program identified needs, priorities, and goals during public hearings and reviews. Following the development of the plan and publication of the Notice of Availability, the draft 2026 Action Plan will be available for public review and comment period which will begin on June 17, 2026, and concluded on July 21, 2026.

A public hearing was held on July 21, 2026, during a city council meeting at which time residents were invited and encouraged to provide comment on the draft plan prior to final approval by the Bellevue City Council.

All comments received during the public hearing and during the availability period will be included with the final Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Bellevue takes into consideration all comments received during comment periods and public hearings for the draft 2026 Action Plan.

7. Summary

The following document represents the housing, community, and economic development needs and priorities as well as the chosen projects and activities selected for implementation as part of the 2026 CDBG Action Plan.

Applicant/Project	Recommended Funding
Public Facilities and Improvements	
Eastern Nebraska Community Action Partnership – *Bellevue Food Pantry Exterior Safety Project* Request funding for exterior infrastructure improvements including concrete paving and site lighting.	$ 130,000.00
Housing	
Habitat for Humanity of Sarpy County – *Home Repair Program* Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk.	$ 50,000.00
HomeWoven – *Home Preservation Program* Request funding to implement an owner-occupied housing rehabilitation program for critical health/safety repairs for low- and moderate-income homeowners.	$ 27,768.00
Public Services	
Lift Up Sarpy County –*Community Response Programs* Request funding to support the community response and services for families in Bellevue through administration support.	$ 21,530.00
All Seasons Foundation – *Assistance for Vulnerable Adults & Senior Citizens* Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services, transportation, and administration support.	$ 18,480.00
Administration and Planning	
City of Bellevue - *Administration* Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	$ 61,000.00
TOTALS	
	$ 308,778.00

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
City Administrator	Bellevue	Finance Director

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bellevue is the lead agency responsible for overseeing the development of the Consolidated Plan and administering the development and implementation of the Action Plan and annual projects. The City of Bellevue works with an independent consultant to administer the City's CDBG program, under the direction of the Finance Director, who maintains responsibility for development of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance & Evaluation Report (CAPER). The Consultant works with the CDBG Committee, which was created by the City Council to assist with allocation of annual funding by reviewing the applications for funding requests and making a final recommendation to the Bellevue City Council. The City will continue to work with organizations that were involved in the development of the Consolidated Plan to address the identified needs and administered activities and programs.

Consolidated Plan Public Contact Information

Consolidated Plan Public Contact Information

Abby Highland, CDBG Program Specialist
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Email: abby.highland@outlook.com

Richard Severson, Finance Director
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Phone: (402) 293-3000
Email: Richard.Severson@bellevue.net

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As required by HUD regulations and the Citizen Participation Plan, the City of Bellevue consulted with public and private agencies that provide services to the community. When developing the plan, the City, as the lead agency responsible for overseeing and administering the Action Plan, took several actions to include input from the community as a whole and from key stakeholders.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Bellevue works with various organizations throughout the community to create an institutional structure effective and knowledgeable in dealing with housing and community development issues. The City is also working to provide financial resources to meet the demands identified by the key stakeholders. This collaboration is accomplished through regular phone and in-person meetings, consultations, neighborhood, committee and community meetings, participation in civic and Continuum of Care meetings, and other events/activities throughout the year.

While there are areas requiring additional coordination in Bellevue and Sarpy County, the service network is well established and active. With the close proximity to neighboring communities and the inclusion of Bellevue in the Omaha-Council Bluffs Metropolitan Area, several needs go beyond a single jurisdiction and depend on partnerships outside the county to address. For these needs, Bellevue continues to work with various organizations including the City of Omaha, Sarpy County, Douglas County, the State of Nebraska, and other surrounding units of government to implement this plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Bellevue is in the jurisdiction of Threshold Continuum of Care for the Homeless (Threshold) which includes the cities of Omaha and Council Bluffs and the three-county area of Douglas, Sarpy and Pottawattamie. Since Bellevue is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Bellevue area alone. The City and Sarpy County agencies participate and work with Threshold to identify and then address the needs of homeless persons and persons at risk of homelessness in the Omaha Metro area. Threshold collects homeless data, analyzes the data, and establishes goals and objectives as part of the planning for homeless programs and reports the data in HMIS.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Bellevue does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Bellevue Chamber of Commerce
	Agency/Group/Organization Type	Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
2	**Agency/Group/Organization**	Bellevue Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

3	**Agency/Group/Organization**	Eastern Nebraska Office on Aging
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
4	**Agency/Group/Organization**	Bellevue Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
5	**Agency/Group/Organization**	Habitat for Humanity of Omaha
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
6	**Agency/Group/Organization**	Sarpy County Government
	Agency/Group/Organization Type	Other government - County Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
7	**Agency/Group/Organization**	City of Papillion
	Agency/Group/Organization Type	Other government - Local Planning organization Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
8	**Agency/Group/Organization**	City of Omaha Planning Department
	Agency/Group/Organization Type	Other government - Local Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
9	**Agency/Group/Organization**	Offutt Air Force Base
	Agency/Group/Organization Type	Planning organization Military Installation Major Employer

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
10	**Agency/Group/Organization**	Rising View
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
11	**Agency/Group/Organization**	Bellevue Public Schools
	Agency/Group/Organization Type	Services-Education Local School District Major Employer

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
12	**Agency/Group/Organization**	Bellevue Public School Foundation
	Agency/Group/Organization Type	Services-Children Services-Education Foundation
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

13	**Agency/Group/Organization**	Eastern Nebraska Community Action Partnership
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

14	**Agency/Group/Organization**	Metropolitan Area Planning Agency
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
15	**Agency/Group/Organization**	Nebraska Department of Health and Human Services
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
16	**Agency/Group/Organization**	Bellevue University
	Agency/Group/Organization Type	Services-Education Major Employer

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
17	**Agency/Group/Organization**	Bellevue Community Foundation
	Agency/Group/Organization Type	Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
18	**Agency/Group/Organization**	Sheltering Tree, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
19	**Agency/Group/Organization**	Open Door Mission
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
20	**Agency/Group/Organization**	Asha's House
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
21	**Agency/Group/Organization**	Bellevue Food Pantry
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
22	**Agency/Group/Organization**	Rebuilding Together Omaha
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
23	**Agency/Group/Organization**	Sarpy County CASA
	Agency/Group/Organization Type	Services-Children Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

24	**Agency/Group/Organization**	Lutheran Family Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
25	**Agency/Group/Organization**	Nebraska Hispanic Chamber of Commerce
	Agency/Group/Organization Type	Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
26	**Agency/Group/Organization**	Papio-Missouri River Natural Resources District
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Emergency Management Other government - County Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

27	**Agency/Group/Organization**	Lift Up Sarpy County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

28	**Agency/Group/Organization**	CATHOLIC CHARITIES OF THE ARCHDIOCESE OF OMAHA
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
29	**Agency/Group/Organization**	Sarpy Cass Health Department
	Agency/Group/Organization Type	Services-Children Services-Health Health Agency Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
30	**Agency/Group/Organization**	Nebraska Medicine
	Agency/Group/Organization Type	Services-Health Health Agency Business Leaders Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
31	**Agency/Group/Organization**	Sarpy County Economic Development Corporation
	Agency/Group/Organization Type	Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
32	**Agency/Group/Organization**	Sarpy County Chamber of Commerce
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

33	**Agency/Group/Organization**	Bellevue Together
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.
34	**Agency/Group/Organization**	All Seasons Foundation
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was invited to participate in the development of the Annual Action Plan by attending public hearings, sharing information regarding the funding opportunity with interested businesses, and providing comments related to economic development, housing, homeless services, and other issues relevant in the Action Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies providing a full range of services in and around the City of Bellevue and involved in the CDBG program were contacted to request comments. As agencies are identified or contact the City, they are included on the mailing list for future assistance and correspondence.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Threshold Continuum of Care	The City of Bellevue will continue to review the 10 Year Plan to End Homelessness to ensure comparability with comprehensive plan and future goals.
Heartland 2050	Metropolitan Area Planning Agency	The City of Bellevue continues to be a part of the implementation of the Heartland 2050 plan. CDBG funds will be utilized where appropriate and as directed by City Administration.
Bellevue Affordable Housing Action Plan	City of Bellevue Planning Department	The affordable housing study was completed in December 2022. CDBG funds will be utilized where appropriate and as directed by City Administration.
Bellevue & Sarpy County Housing Resiliency Plan	City of Bellevue Planning Department	The housing resiliency plan was approved in December 2025. CDBG-DR funds were utilized to complete the plan and will be directed to projects as eligible and approved for assistance.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Bellevue prepared and adopted an updated Citizen Participation Plan in 2020. The Citizen Participation Plan which discusses the City's procedures and efforts in regard to public notices, public comment periods, public hearings, technical assistance to community partners, record retention, and complaints, was updated to included emergency declaration requirements. The City is also required to consult with public and private agencies that provide services to the community.

When developing the annual Action Plan, the City took several actions to include input from the community as a whole and from key stakeholders:

- The City consulted with representatives from other city departments on how CDBG could have the most beneficial community impact. This consultation included several departments, such as Planning, Public Works, Police, Fire, Human Services, Streets, and Parks and Recreation.
- The City hosted two public hearings during the application process and development of the proposed activities for the 2026 Action Plan. In addition to the public hearings, an application technical assistance workshop was held to assist interested organization, groups, and citizens who were interested in applying for CDBG assistance for eligible projects.
- The CDBG Committee, a group made up of six community members, held a public meeting to review projects and ask questions of applicants, discuss proposed projects with applicants, and develop a funding recommendation to be presented to the Bellevue City Council for consideration. The Committee used detailed criteria to review, score, and rank the proposals for completeness, community need, and compliance with CDBG requirements.
- The City prepared the draft action plan which was available for public comment from June 17 to July 21, 2026. Copies were made available at the City Library, Lied Activity Center, City Clerk's Office, CDBG Office, and on the City's website. The availability of the plan was announced in the newspaper and on the City's website.

- The City will hold a third public hearing on July 21, 2026, during the Bellevue City Council meeting to gather public comment and allow Councilmembers to ask any questions regarding the proposed funding recommendation for 2026 CDBG entitlement funds. The Bellevue City Council considered final approval of the plan and funding recommendations during meeting following the public hearing.

The citizen participation process also helped the City of Bellevue to establish its priority needs for the next five years during the development of the Consolidated Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Not applicable.	No specific response. A newspaper ad and press release were distributed, inviting public participation and comment at all three public hearings regarding planning and development of the annual action plan. The notices were distributed with 15-day notice to each of the three public hearings held regarding the development of the plan, opening of the application process, and the review of project applications received.	None.	

2	Public Meeting	Non-targeted/broad community	Two public hearings were held during the development of the annual action plan to encourage public participation. The first hearing included a presentation overview of the CDBG program, the application process for funding, and the identified needs and goals outlined in the Consolidated Plan. The PowerPoint was then published on the City's website for public viewing. The second hearing which was held included presentation by applicants for CDBG funding and questions by CDBG Committee members. In total, 14 people attend the first and second public	Discussion during the public hearings included the CDBG requirements, funding process, and applications received. No additional comments were received.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			hearings. The third public hearing will be held during a City Council meeting.			
3	Public Meeting	Non-targeted/broad community	The applicant workshop is step-by-step assistance for those individuals and organizations interested in applying for CDBG assistance in understanding the HUD requirements and regulations for CDBG funding in addition to the City of Bellevue requirements. There were 5 participants in the applicant workshop.	None.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	A 30-day Notice of Availability of the proposed 2026 Action Plan and a 15-day Notice of Public Hearing were published in the local newspaper, on the City's website, and posted/ distributed to various locations throughout the community. The notice was published on June 17, 2026.	None.	Not applicable.	
5	Public Meeting	Non-targeted/broad community	One public hearing was held during the July 21st council meeting to provide an opportunity for residents to present any comments or questions regarding the 2026 Action Plan prior to approval by the Bellevue City Council.	TBD	TBD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The 2026 Action Plan will be the third year of 2024-2028 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving $307,019 in CDBG entitlement funds for the FY 2026-2027. These funds will be used to fund eligible community development projects in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the proposed funding recommendation for the 2026 entitlement allocation, funds are anticipated to be allocated as follows:

- 20% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, etc.
- 42% will be allocated for public facilities and improvement activities,
- 13% of funds will be allocated to public service activities, and
- 25% or more for improving or expanding affordable housing.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	307,019.00	0.00	1,759.00	657,914.00	0.00	CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources.	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require a match to a funding request but does emphasize providing leveraged funding from projects seeking CDBG funds and take into consideration any leverage funding presented as part of a proposed activity budget. Agencies are requested to identify their efforts to obtain additional resources to assist with their projects during the application process.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to supplement CDBG improvement projects. In the 2026 Action Plan, the projects have proposed leveraging funds in the amount of $42,122.00, or 14% of the total allocated funds. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Bellevue owns land throughout the community, much of which is utilized for various parks, ball fields, trails and other recreation facilities. As needs are identified, the City of Bellevue considers all possible projects and activities to assist with addressing the needs to the benefit of all citizens and the utilization of publicly owned land for projects as leverage.

During the 2026 program year, there are no activities on publicly owned right of ways or parks.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve & Expand Availability of Public Facilities	2024	2028	Non-Housing Community Development	City of Bellevue	Improve & Expand Accessible Public Infrastructure	CDBG: $130,000.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 4500 Households Assisted
2	Provide Community and Neighborhood Services	2024	2028	Non-Housing Community Development	City of Bellevue	Increase & Expand Public Service Availability	CDBG: $40,010.00	Public service activities for Low/Moderate Income Housing Benefit: 86 Households Assisted
3	Increase Affordable Housing Opportunities	2024	2028	Affordable Housing	City of Bellevue	Increase Affordable Housing Opportunities	CDBG: $77,768.00	Homeowner Housing Rehabilitated: 8 Household Housing Unit
4	Program Planning and Administration	2024	2028	Administration	City of Bellevue	Planning & Administration	CDBG: $61,000.00	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Improve & Expand Availability of Public Facilities
	Goal Description	In the 2026 Action Plan, funding has been allocated to address public infrastructure improvements in central Bellevue associated with the new location of the food pantry. The activity includes financial assistance to complete exterior renovation activities to ensure the building for expanded food pantry operations is safe and ADA compliant to provide services for low- and moderate-income household in Bellevue.
2	**Goal Name**	Provide Community and Neighborhood Services
	Goal Description	Included in the 2026 Action Plan are activities to address community and neighborhood service needs. Two activities were funded to provide public services to the community specifically for low- and moderate-income families.
3	**Goal Name**	Increase Affordable Housing Opportunities
	Goal Description	In the 2026 Action Plan, two activities were funded to assist with addressing the need for affordable housing in Bellevue. The activities include owner-occupied housing rehabilitation activity to assist with the affordability and sustainability of housing while addressing urgent need and emergency housing issues.
4	**Goal Name**	Program Planning and Administration
	Goal Description	Funding in the Action Plan was provided for planning and administration for the funded activities to ensure the successful administration of the CDBG program.

Projects

AP-35 Projects – 91.220(d)

Introduction

During the 2026 Action Plan, the City of Bellevue will administer five projects that received CDBG entitlement funding. Focus and resources will be on the following priority areas:

- Improvement of existing public facilities,
- Provide community public services,
- Encourage housing rehabilitation, and
- Administration of the CDBG program.

The allocation of funds for the following projects are closely aligned with the needs identified in the needs assessment and housing market analysis, and through input contributed by stakeholders and citizens who participated in the development of the Consolidated Plan. The objectives and outcomes for each proposed activity in 2026 may be found in section AP-38 Project Summary.

Projects

#	Project Name
1	Bellevue Food Pantry Exterior Safety Project
2	HFH Home Repair Program
3	HomeWoven Home Preservation Program
4	Lift Up Family Assistance Program
5	All Seasons Assistance for Vulnerable Adults
6	CDBG Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Bellevue selected priority goals during the Consolidated Plan process. During the allocation of funding for the 2026 Action Plan, the City utilized a competitive application process. To address the identified priority needs, the City of Bellevue has chosen to make available CDBG funds annually through an application process. The City accepts applications from eligible organizations, which are then reviewed by staff and a CDBG Committee who determine a funding recommendation. CDBG staff determine eligibility and feasibility of each application and then distribute the application to the CDBG Committee for review based on the committee funding philosophy which includes consideration of:

comparability with outlined priorities, defined objects, realistic scope, benefit to the community and LMI residents, levering of dollars, duplication of services and effectiveness of partnerships, process of evaluations, organization capacity, and readiness for implementation. A recommendation was then made to the Bellevue City Council for consideration. The Bellevue City Council made final approval of projects and Annual Action Plans.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	ENCAP Bellevue Food Pantry Renovation
	Target Area	City of Bellevue
	Goals Supported	Improve & Expand Availability of Public Facilities
	Needs Addressed	Improve & Expand Accessible Public Infrastructure
	Funding	CDBG: $130,000.00
	Description	The proposed project includes improvements to exterior concrete paving including the repair and replacement to deteriorated concrete in the front drive and parking areas, improve drive lanes along the side and rear of the building to improve safely and accessibility. The paving improvements will be ADA complaint and improve vehicle and pedestrian flow.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	The proposed project will benefit 1,800 households.
	Location Description	The project will be located at 1003 Lincoln Road in Bellevue which is in the target area of Census Tract 101.06, Block Group 3.
	Planned Activities	The CDBG funding will be utilized to assist with the purchase of air handling systems for the Bellevue Food Pantry.
2	**Project Name**	HFH Home Repair Program
	Target Area	City of Bellevue
	Goals Supported	Increase Affordable Housing Opportunities

	Needs Addressed	Increase Affordable Housing Opportunities
	Funding	CDBG: $50,000.00
	Description	The project will provide assistance to owner-occupied housing units for rehabilitation addressing critical repairs that pose a risk to health and/or safety. The units must be within the city limits of Bellevue and occupied by a low- and moderate-income household.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	The project will assist four low- and moderate-income owner-occupied households with rehabilitation projects.
	Location Description	The proposed project sites will be city-wide based on eligible applications.
	Planned Activities	The proposed project will assist with housing rehabilitation for four households
3	**Project Name**	HomeWoven Home Preservation Program
	Target Area	City of Bellevue
	Goals Supported	Provide Community and Neighborhood Services
	Needs Addressed	Increase & Expand Public Service Availability
	Funding	CDBG: $27,768.00
	Description	The project will implement an owner-occupied housing rehabilitation project through its Home Preservation Program serving low- and moderate-income homeowners within city limits with critical health and safety repairs prioritizing households at or below 80% of the area median income.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	The project will assist four low- and moderate-income owner-occupied households with rehabilitation projects.
	Location Description	The program will be available to eligible households within the city limits of Bellevue.

	Planned Activities	The proposed project will assist with housing rehabilitation for four households
4	**Project Name**	Lift Up Family Assistance Program
	Target Area	City of Bellevue
	Goals Supported	Provide Community and Neighborhood Services
	Needs Addressed	Increase & Expand Public Service Availability
	Funding	CDBG: $21,530.00
	Description	The program will help low- and- moderate-income households with school aged children that are struggling with truancy issues and financial sustainability with service and parenting resources by providing support for the position of the coordinator for the Community Response/Executive Director to assist with resources and support for continued financial support for programs in Bellevue community.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	The proposed project will assist approximately 70 low- and moderate-income households with assistance for needs.
	Location Description	The proposed project will be available to households within the city limits of Bellevue. The program will operate out of the organization office at 1620 Wilshire Drive, Suite 301, Bellevue, NE 68005
	Planned Activities	The proposed project will provide assistance to support the program coordinator to continue to provide assistance to LMI households
5	**Project Name**	All Seasons Assistance for Vulnerable Adults
	Target Area	City of Bellevue
	Goals Supported	Provide Community and Neighborhood Services
	Needs Addressed	Increase & Expand Public Service Availability
	Funding	CDBG: $18,480.00

	Description	The program will provide assistance to vulnerable adults including homeless and those with special needs in the Bellevue area with access to services, transportation and supplemental food pantry assistance. Assistance will also include access to technology in apply for assistance to other programs and continued support through case management.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	The proposed project will assist approximately 16 low- and moderate-income households with assistance for needs.
	Location Description	The proposed project will be available to households within the city limits of Bellevue. The program will operate out of the foundation offices at 801 Kayleen Drive, Bellevue, NE 68005.
	Planned Activities	The proposed project will provide assistance to vulnerable adults who are low- and moderate-income with needs such as social services and transportation
6	**Project Name**	CDBG Program Administration
	Target Area	City of Bellevue
	Goals Supported	Program Planning and Administration
	Needs Addressed	Planning & Administration
	Funding	CDBG: $61,000.00
	Description	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program
	Target Date	9/30/2030

	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	The City of Bellevue CDBG Program Administration Office is located at 1500 Wall Street, Bellevue, NE 68005.
	Planned Activities	The planned activities include administration of the CDBG program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Allocations for CDBG funding are typically based geographically only when an application is eligible for a project primarily benefitting low-and-moderate income area that meets the priorities of the Consolidated Plan. Of the nine projects funded during the 2026 fiscal year while in low-income areas, none of the projects selected met the national objective for low- and moderate-income area benefit. All activities funded in FY2026 will be available to income qualified households within Bellevue city limits.

Geographic Distribution

Target Area	Percentage of Funds
City of Bellevue	**100**

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As outlined in the Consolidated Plan, the City is not targeting specific neighborhoods but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address high priority needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one's best meets identified needs.

Discussion

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas, While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one best meet identified needs. The City accepts applications from eligible organizations which are then reviewed by staff and a CDBG Committee who determines a funding recommendation. CDBG staff determines eligibility and feasibility of each application and then distributes those applications to the committee for review based on the committee's funding philosophy which includes consideration of: comparability with outlines priorities, defined objectives, realistic scope, benefit to the community and LMI residents and leveraging of dollars. The recommendation is then provided to the Bellevue City Council for final approval of the proposed projects for the Action Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In the Consolidated Plan, the City of Bellevue outlined the priority to maintain and increase affordable housing stock for low- and moderate-income individuals and families. The City identified the goal to address this need for affordable housing with partners to educate the public regarding affordable housing and fair housing information.

During the 2026 Action Plan, funds were allocated to one activity which will focus on maintaining and/or increasing the number of affordable housing units available to households within Bellevue. Habitat for Humanity of Omaha will address critical housing needs through the rehabilitation of owner-occupied housing units within the city limits of Bellevue. Through the partnership with Habitat for Humanity, the City of Bellevue hopes to continue to reduce the number of substandard housing units, maintain the existing affordable housing stock and contribute to increasing independence and quality of life for very low-income households.

One Year Goals for the Number of Households to be Supported	Total
Homeless	
Non-Homeless	
Special-Needs	
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	8
Acquisition of Existing Units	
Total	8

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing continues to be a priority for Bellevue. In addition to the funding allocated in the 2026 Action Plan to activities the maintain, develop, and support affordable housing, the City of Bellevue completed a local housing study as required by LB 866 which was approved by the State of Nebraska in August 2020. The CDBG staff worked closely with the Planning Department to ensure all areas of housing are addressed and the need is properly reflected in the study and a final plan was

approved in December 2022.

In 2024, the City of Bellevue applied for and was awarded CDBG Disaster Assistance funds through the Nebraska Department of Economic Development for the Multijurisdictional Resilience Planning Project. The Multijurisdictional Housing Resilience Plan includes the development of a housing plan that will focus on reducing flood vulnerability in the community and addressing affordable housing needs and conditions by incorporating sustainable, climate-resilient elements into long term plans in the communities of Bellevue and Papillion in Sarpy County. The plan will assist the communities as they work to address rising housing needs that were compounded by increased frequency and severity of climate events by outlining obtainable short and long-term housing and infrastructure goals by the municipalities. The plan will also include proposed pre-approved housing development plans prepared for priority target areas that will meet local building requirements and include stormwater and engineering designs. This approach will help Bellevue and Papillion effectively increase viability of neighborhoods in addition to creating positive social and economic benefits. The plan was completed and approved in December 2025.

The City of Bellevue, as with many communities across the country, are facing the increasing cost of new construction which hinders efforts for new housing development. The City will continue to work with developers and community partners to develop new avenues to enhance advantages for developers and create additional financial support.

AP-60 Public Housing – 91.220(h)

Introduction

The Bellevue Housing Authority is the primary provider of housing to very low-income households in the City. The BHA receives funding on an annual basis from HUD to support the provision of housing, to make repairs on existing properties and to provide programs and supportive services to public housing residents.

Actions planned during the next year to address the needs to public housing

No CDBG funding is directly allocated to meet public housing needs in fiscal year 2026. The City of Bellevue will support non-profit efforts to construct affordable housing by assisting in the identification of vacant or abandoned properties and lots for home building purposes and other areas as needed. During the 2026 fiscal year, the City will continue to support Habitat for Humanity of Sarpy County and HomeWoven in their efforts to increase and sustain affordable housing within Bellevue.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the troubled status of the organization as well the importance of resident involvement and promote fair housing information among the residents. With limited funding available, the City of Bellevue has not funded a project to encourage public housing residents to become more involved in management and to participate in homeownership.

All programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities, specifically economic development and job growth activities will be encouraged to include Public Housing resident outreach in their recruitment strategy.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Bellevue Housing Authority has been identified as troubled by HUD. The City of Bellevue has offered assistance and continues to reach out to support the Bellevue Housing Authority in their efforts to correct their troubled status. No financial assistance can be provided directly to the housing authority until the corrective action plan has been provided to HUD.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bellevue relies on the Threshold Continuum of Care for the Homeless (Threshold) to assist with providing activities and projects directly to the homeless and other special needs population. Threshold most recently updated the 10-year plan to end homelessness in 2015. This updated ensured compliance with the federal strategic plan to prevent and end homelessness. The City of Bellevue actively participated to ensure all needs are identified and addressed within the jurisdiction. In the updated 10 Year Plan, the following four overarching goals were identified:

- End Chronic Homelessness
- End Veteran Homelessness
- End child, family, and youth homelessness
- Set a path to reducing overall homelessness

One need, according to service providers and shelters, is increased awareness of existing resources available to meet the needs of the homeless throughout the metropolitan area. The City of Bellevue plans to continue efforts working with the Continuum of Care and area agencies to improve data regarding Bellevue and Sarpy County in order to better understand the need and coordinate efforts to address these needs. With the increased data availability, the information will be more useful and present a more accurate picture of the homeless population to match needs with projects and identify funding sources for projects.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Bellevue will continue to work with Threshold to identify areas where assistance can be provided beyond that of funding.

During the 2026 fiscal year, the City has provided assistance to Habitat for Humanity of Omaha and HomeWoven to restore affordable housing units through the rehabilitation of a single-family housing units. Through the production and redevelopment of housing units, the City will provide additional affordable housing for families facing homelessness or that are already homeless.

The City also relies on its network of providers who are members of Threshold. As these are the agencies and organizations who work day-to-day with the homeless, they are most capable of reaching

out to the homeless population and assessing their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Bellevue does not receive Emergency Shelter Grant funds and has not committed CDBG funding to add shelters and housing in this annual action plan. Instead, the City will work with Threshold to increase their participation in available area non-profit organization planning, operational cost estimating, grant writing and other skills classes that will help the City understand the needs and provide greater assistance to shelters to increase funding, effectively and efficiently plan costs, and make the most of limited funding while preserving or increasing services. In addition to working with Threshold, the City will continue to work with all partners in the Affirmatively Further Fair Housing Plan to develop activities and provide support to addressing the needs of homeless in Bellevue.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Bellevue Housing Authority administers the housing voucher program for the Bellevue community. The City will work with Threshold to identify gaps in service for Bellevue as a part of the 10-year plan to end homelessness. As gaps are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

With CDBG Coronavirus funding, the City of Bellevue partnered with subrecipients to offer housing assistance programs that covered rental and mortgage payments in an effort to assist low- and moderate-income persons and households to remain in their homes and not become homeless. This activity prevented a household from facing homelessness and allow the use of limited funding for other needs such as food and utilities. The funding has been exhausted and the City has continued to look for avenues to assist households facing homelessness.

In the 2026 Action Plan, the City provided funding for the Lift Up Family Assistance Program and All Seasons Assistance for Vulnerable Adults to assist low- and moderate-income households with family

needs such as transportation assistance, childcare/education assistance, financial education and program coordination to address financial needs through not only the program, but through community partners in order to leverage the funding.

The City will continue to work to identify proposed projects for CDBG funding and how those projects can meet Threshold identified objectives.

Discussion

The definition for “worst case” according to the Worst Case Housing Needs: 2021 Report to Congress is a renter household that is very low income – household incomes at or below 50 percent of the area median income (AMI), do not receive government housing assistance, and pay more than one-half of their income for rent, live in severely inadequate conditions, or both. HUD’s estimates of worst case needs are based primarily on data from the American Housing Survey (AHS). It is difficult to find out the number of low-income renter households who spend more than half their income on rent, unless those households offer information.

To address the worst-case housing need, the City allocated funding in the 2024 Action Plan to the Housing Foundation for Sarpy County to address the need to support the development of affordable housing in Bellevue. The funding will assist with the employment of a Development Coordinator to focus on efforts and build relationships with potential partners. Also funded was Lift Up Sarpy County’s Bellevue Community Assistance Program for Vulnerable Adults and Elderly. This program assist with housing, utilities, and transportation needs for low- and moderate-income households to prevent homelessness and provide for basic needs. Another public service program is the All Seasons Assistance for Vulnerable Adults program which will help vulnerable adults including seniors, homeless, and those with special needs with access to social service and transportation services.

The City of Bellevue does not receive HOME funds to assist with addressing worst case needs through programs. The Section 8 program is operated through the Bellevue Housing Authority. Homeless needs have been comprehensively addressed through the Continuum of Care and specific activities that are contained in the Annual Action Plan.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Bellevue is working towards elimination of barriers to all affordable housing. The City recently updated their fair housing ordinance and is working to expand expanded Fair Housing outreach by providing fair housing information brochures at city and public facilities and events, and sponsored public service announcements with media organizations that provide such services to local government. The City monitors local, county, state and federal regulations, policies and ordinances that may directly or inadvertently affect fair housing choice and takes appropriate remedial action as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Bellevue will continue to provide assistance and funding to private sector and non-profit organizations that support the goal of increasing the supply and availability of affordable housing units and number of available jobs specifically in areas where affordable housing is easily accessible. By increase the economic impact and job opportunities within the city close to affordable housing options, the City hopes to minimize the impact of the public transportation barrier. The City will continue to review it policies to identify any building or zoning codes that present barriers to the development of affordable housing. The City remains committed to removing the negative effects of public policies that serve as barriers to affordable housing.

As part of the awarded CDBG Disaster Assistance funds through the Nebraska Department of Economic Development for the Multijurisdictional Resilience Planning Project, the City will review current land use and zoning plans to incorporate sustainable, climate-resilient elements into long term plans in the communities of Bellevue and Papillion in Sarpy County. The plan will assist the communities as they work to address rising housing needs that were compounded by increased frequency and severity of climate events by outlining obtainable short and long-term housing and infrastructure goals by the municipalities. The plan will also include proposed pre-approved housing development plans prepared for priority target areas that will meet local building requirements and include stormwater and engineering designs. This approach will help Bellevue and Papillion effectively increase viability of neighborhoods in addition to creating positive social and economic benefits.

Discussion:

None.

AP-85 Other Actions – 91.220(k)

Introduction:

Every year, the City of Bellevue looks for innovative, fresh ideas to use CDBG funds to address community needs and provide the biggest benefit for low- and moderate-income persons and community as a whole with the relatively small amount of CDBG funds received. In determine the most advantageous use for the funding, the City of Bellevue takes into consideration different actions to foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination within the community.

Actions planned to address obstacles to meeting underserved needs

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. By working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specially address resident's needs.

During this Action Plan, the City awarded four public service projects with funding to provided services to underserved needs including those of vulnerable adults, seniors, disabled, families with school aged children, and English as a second language households.

Actions planned to foster and maintain affordable housing

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. The City will continue to work with Rebuilding Together Omaha to identify opportunities to improve affordable housing for elderly homeowners through the rehabilitation programs. In the 2026 Action Plan, funding was provided to HomeWoven and Habitat for Humanity of Omaha for to assist with the rehabilitation of a single-family housing unit for owner occupied households. Through the assistance to rehabilitate, Habitat will be able to provide an affordable housing unit and Bellevue will benefit from the future property taxes from a habitable housing unit.

Actions planned to reduce lead-based paint hazards

As part of the ongoing program, the City will address lead-based paint hazards in homes receiving rehabilitation assistance when funding is available. The City staff will pursue educational opportunities for lead-based paint to assist with educating contractors of the requirements, identify available trainings in the area, and work to identify additional funds sources to address this issue. Lead based paint will be addressed in homes receiving rehabilitation assistance through the Habitat for Humanity Home Repair

Program.

Actions planned to reduce the number of poverty-level families

By providing investment in economic development to encourage new or expanding businesses to locate in Bellevue, the long-term jobs for low- and moderate-income residents will be increased which will provide stable employment opportunities and increase financial independent for poverty-level families. As part of the 2026 Action Plan, CDBG funds will be allocated to public service activities to support households as they work to support their families and effort towards self-sufficiency. In, the City provided assistance to a Business Assistance program to help small business with resources to make improvements and expand economic opportunities; this program is ongoing.

The City will continue to work with the Bellevue Chamber of Commerce and other civic and business leaders to identify opportunity to expand the job opportunities for LMI households and provide necessary assistance such as job training to prepare individuals for those opportunities.

Actions planned to develop institutional structure

The City strategy is to enhance coordinate partnerships among its Consolidated Plan partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, and state and local government agencies to further examine the causes and demographics of homelessness and risk, assist in developing additional data sources, identify and report trends impacting multiple agencies in a more timely fashion, and provide outreach and education regarding conditions that create risk, homelessness, and chronic homelessness amongst the mentally-ill and other special-needs residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will support the efforts of the Threshold Area Continuum of Care for the Homeless and participate in the updates to the 10-year plan to end homelessness and more regularly in their multi agency meetings. More active participation in the Continuum will improve the coordination of the City's Consolidated Plan goals and the Continuum's 10 Year Plan to End Homelessness. During the 2019 flooding crisis, the social services agencies worked together to address the needs of households facing homelessness. Through that crisis, the agencies developed a strong working bond and steps to address the ongoing needs of low-income households as the City moved from addressing a flood crisis to a pandemic response.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The 2026 Action Plan includes funding for one administration project and five additional projects: ENCAP Bellevue Food Pantry Exterior Safety Project, Habitat for Humanity Housing Rehabilitation Project, HomeWoven Home Preservation Program, Lift Up Sarpy Bellevue Community Assistance Program, All Seasons Assistance for Vulnerable Adults, and Lift House Expansion Project

All of the activities will directly benefit low- and moderate-income persons and households within the city limits of Bellevue.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

Attachments

Grantee SF 424's and Certification

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 47-6006099

5a. Federal Entity Identifier: 47-6006099

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF BELLEVUE

* b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006099

* c. UEI: MGFGXEFM3353

d. Address:

* Street1: 1500 WALL STREET
Street2:
* City: BELLEVUE
County/Parish:
* State: NE: Nebraska
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 68005-3675

e. Organizational Unit:

Department Name: FINANCE DEPARTMENT

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: ABBY
Middle Name:
* Last Name: HIGHLAND
Suffix:

Title: CDBG PROGRAM SPECIALIST

Organizational Affiliation: CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

* Telephone Number: 402-293-3000
Fax Number: 402-293-3058

* Email: abby.highland@outlook.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-25 ENTITLEMENT FUNDING INCLUDES PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, ECONOMIC DEVELOPMENT, AND PROGRAM ADMINISTRATION.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 1 * b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	307,019.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	307,019.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: RUSTY

Middle Name:

* Last Name: HIKE

Suffix:

* Title: MAYOR, CITY OF BELLEVUE

* Telephone Number: 402-293-3000 Fax Number: 402-293-3058

* Email: rusty.hike@bellevue.net

* Signature of Authorized Representative: * Date Signed:

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Mr.

*First Name: Rusty

Middle Name:

*Last Name: Hike

Suffix:

*Title: Mayor

*Applicant Organization: City of Bellevue, NE

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: *Date:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Grantee Unique Appendices – Resolution

RESOLUTION NO. 2026-

A RESOLUTION ADOPTING THE 2026-2027 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2026 – SEPTEMBER 2027 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2026 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2026-2027; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, 424-B, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

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

(a) The Council has reviewed the 2026 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2026 - September 2027 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

(b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2026-2027 Action Plan for Community Planning and Development Programs for the October 2026 – September 2027 Program Year.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 21st day of July 2026.

_____

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

_____

Susan Kluthe, City Clerk

Citizen Participation Documentation

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE 2026-2027 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

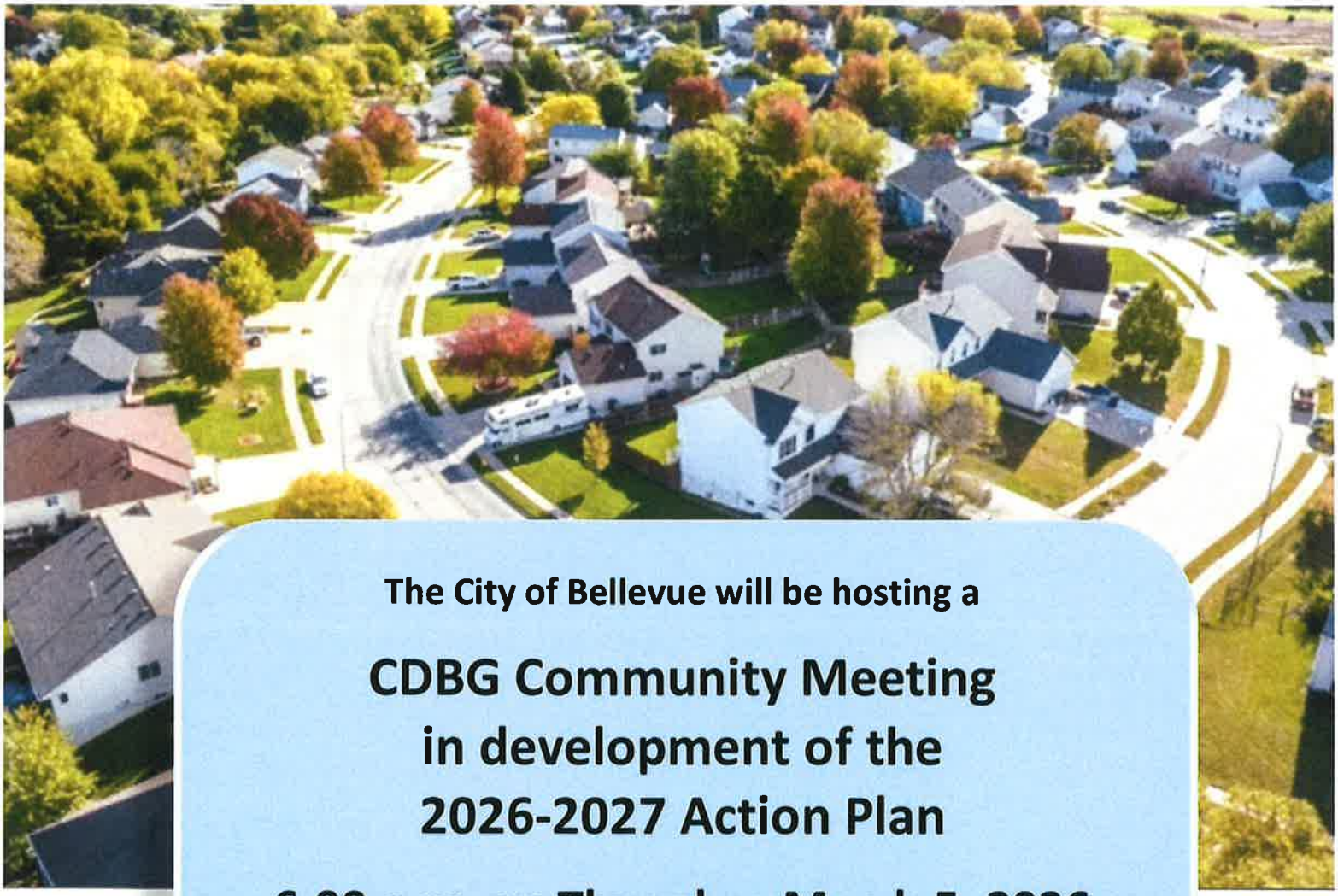
The City of Bellevue invites and encourages all residents, agencies, nonprofit organizations and other interested parties to attend a Community Development Block Grant (CDBG) public hearing scheduled for: **Thursday, March 5, 2026, at 6:00 p.m. in City Council Chambers located at 1500 Wall Street, Bellevue, NE 68005.**

The purpose of this meeting is to provide the public an opportunity to participate in the development of and funding cycle for the 2026-2027 Annual Action Plan of CDBG activities to meet neighborhood and community development strategies as proposed in the 2024-2028 Consolidated Plan. During the public hearing, information will be presented about the CDBG program, including eligibility requirements for activities that may be undertaken with CDBG funds, an estimated grant amount, and a summary of strategies and priorities of the Consolidated Plan. The City of Bellevue will also provide a link to the 2026 CDBG application packet which will be made available following the meeting on the City's website. Applications for assistance must be submitted to the City of Bellevue on or before the application deadline on Friday, May 1, 2026.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which will be submitted to HUD before August 15, 2026. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30. At least 70% of CDBG funds must benefit low- and moderate-income residents or neighborhoods.

The City of Bellevue encourages all residents and interested parties to become involved in the development of the Annual Action Plan through participation in the planning or submitting an application for funding.

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than March 2, 2026. If you are unable to attend the hearing, please feel free to submit questions, make written comments, or send request for copies of the application packet to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to Abby.Highland@outlook.com; or contact by phone at (402)293-3000.



The City of Bellevue will be hosting a

CDBG Community Meeting in development of the 2026-2027 Action Plan

6:00 p.m. on Thursday, March 5, 2026

in Bellevue City Council Chambers
1500 Wall Street, Bellevue, NE 68005

At this meeting, we will present information about the Community Development Block Grant (CDBG) program, the goals and priorities of the program, updates to the program impacting the next funding cycle, anticipated funding amounts available for allocation, and eligibility requirements for proposed projects. During this meeting, CDBG application packets for funding proposals for the 2026-2027 CDBG funding cycle with be available.

For further information, contact Abby Highland, CDBG Program Specialist, City of Bellevue, at (402) 293-3000, or by email at abby.highland@outlook.com.

Bellevue NEBRASKA
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EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SARPY COUNTY
TIMES

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Feb. 18, 2026, Feb. 25, 2026

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signature)

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 02/25/2026

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: **$85.53**
Customer Number:
Order Number: COL-NE-903762

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE 2026-2027 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

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(402)293-3000,
COL-NE-903762 2/18, 2/25

Bellevue NEBRASKA
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CITY OF BELLEVUE
2026-2027 Action Plan Community Meeting

March 5, 2026, at 6:00 p.m.
City Council Chambers, 1500 Wall Street, Bellevue, NE 68005

Name	Organization	Address/Phone/Email	Add to mailing list? (Yes/No)	Contact Preference? Mail or Email?
Dave Gifford	All Seasons	801 Kayleen Dr 402-510-2405 Dave@allseasonsfoundation.org	Yes	email
Justin Radermacher	Habitat for Humanity	grants@habitatomaha.org	✓	email
Jim Clements	HomeWorks	jim@homeworks.org	✓	email
Katie Herbert	My Ol' Friend	katie@my-ol-friend.com 402-915-1062	✓	email

COMMUNITY DEVELOPMENT BLOCK GRANT COMMUNITY MEETING

CITY OF BELLEVUE

ABBY HIGHLAND, CDBG PROGRAM SPECIALIST

1

AGENDA

- Program Description
- Priorities & Goals
- Eligibility Requirements
- Annual Action Plan
- Application Process
- Funding Cycle Timelines



2

INTRODUCTION TO CDBG

- **Community Development Block Grant Program**
- **U.S. Department of Housing and Urban Development (HUD)**
  - Funds are distributed several ways:
    - States
    - Indian Tribes
    - Entitlements
- **Eligibility based on population data provided by U.S. Census Bureau**



3

CDBG PRIMARY OBJECTIVES

Development of viable urban communities by addressing:

- Decent, Safe, Sanitary Housing
  - Assisting homeless persons, retaining affordable housing stock, increasing availability of affordable permanent housing
- A Suitable Living Environment
  - Improving the safety and livability of neighborhoods, increasing access to quality facilities and services, reducing isolation of income groups
- Expanded Economic Opportunities
  - Job creation and retention, establishment and expansion of small businesses, self-sufficiency of low-income persons to reduce generational poverty

- *Principally benefiting low- and moderate-income persons*

4

CDBG FORMULA GRANT

- HUD determines annual grant allocations by a formula and the federal budget
- Data is provided by the U.S. Census Bureau
  - Poverty
  - Population
  - Housing Overcrowding
  - Age of Housing
  - Population growth lag
- Previously Allocations
  - 2025 – $ 315,457
  - 2024 - $ 315,504
  - 2023 - $ 357,623

5

CDBG ENTITLEMENT PROGRAM

5-Year Consolidated Plan (2024-2028)

- Identified and prioritizes community needs and goals
- Data gathering
- Community Meetings
- Survey
- Research Resources

Annual Action Plan

- Identifies proposed activities, funding, and accomplishments

Consolidated Annual Performance and Evaluation

- End of the year report
- Outlines activities, expenditures and accomplishments



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2024-2028 CONSOLIDATED PLAN BELLEVUE PRIORITIES

Priority #1: Maintain and Increase Affordable Housing Opportunities

- To maintain the availability and affordability of current housing market stock while developing opportunities to expand affordable housing options through partnerships

Priority #2: Improve the Availability and Accessibility to Public Infrastructure

- To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and infill of available sites in the creation of a suitable living environment

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Priority #3: Encourage Economic Development through Business Growth and Job Creation

- Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents

Priority #4: Increase and Expand Public Service Availability.

- To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

Priority #5: Administration of CDBG Program

- To continue to maintain and administer a successful CDBG program.

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NEXT STEP: ANNUAL ACTION PLAN

- 2026-2027 Fiscal Year
  - October 1st – September 30th
- Outlines the use of funds
  - Proposed activities/projects
  - Anticipated outcomes
  - Subrecipients
- Community Participation
- City Council Approval



9

CDBG APPLICATION PROCESS

- Distribute funding through application process
- CDBG Guidelines & Application available on City of Bellevue Website under CDBG Department.
- Applications are due **Friday, May 1st**
- Reviewed by CDBG staff and CDBG Committee
  - Committee assist the Staff with reviewing applications and preparing a funding recommendation for selecting projects
- Final approval by Bellevue City Council before submission to HUD by August 15th
- Grant funds are usually released in January or February



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CDBG PROJECT ELIGIBILITY REQUIREMENTS



ELIGIBLE ACTIVITY



NATIONAL OBJECTIVE



BELLEVUE PRIORITY & GOAL

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CDBG ELIGIBLE ACTIVITIES

24 CFR 570.200-210 SUBPART C

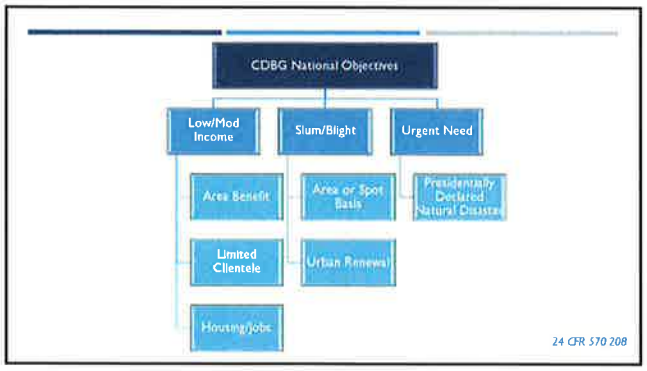
Housing	Public Service	Public Facilities Improvements	Economic Development	Planning/ Admin
Homeowner Repair, Rehabilitation, Reconstruction, Rental Rehab, Homeowner Counseling programs	Employment Services, Child Care, Crime Prevention, Health Services, Fair Housing Counseling, Services for Senior Citizens & Homeless Persons, Welfare and Recreation services	Infrastructure Improvements, Parks, Sidewalks, Streets, Lighting, Handicapped Accessibility Improvements	Assistance to private, nonprofit and for-profit business in grants, loans or loan guarantees, Microenterprise development, job training, façade improvement	Program Administration, studies, and plans

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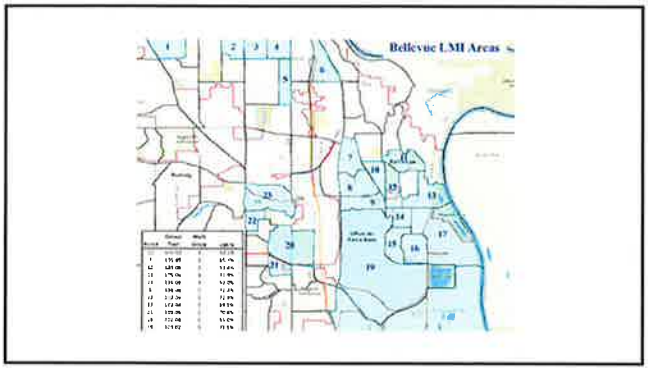
INELIGIBLE ACTIVITY

- Regulation expressly prohibits:
  - Buildings for conduct of government
  - General Government Expenses
  - Religious Services
  - Political Activity
  - Marketing, incentives, or fundraising
  - Entertainment, furnishings, or personal property
  - New Construction
  - Operating and Maintenance Expenses

13



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NATIONAL OBJECTIVE – LMI LIMITED CLIENTELE

Omaha – Council Bluffs NE-IA HUD Metro FMR Area								
FY 2025 Income Limit	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%)	$23,900	$27,300	$30,700	$34,100	$37,650	$43,150	$48,650	$54,150
Very Low (50%)	$39,800	$45,500	$51,200	$56,850	$61,400	$65,950	$70,500	$75,050
Low (80%)	$63,700	$72,800	$81,900	$90,950	$98,250	$105,550	$112,800	$120,100

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BELLEVUE PRIORITIES & GOALS

- Priority #1: Maintain and increase affordable housing opportunities
- Priority #2: Improve the availability & accessibility to public infrastructure
- Priority #3: Encourage economic development through business growth & job creation
- Priority #4: Increase and expand public service availability
- Priority #5: Administration of CDBG Program

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PREVIOUS CDBG ACTIVITIES

- Harvell Drive Sidewalk Improvement Project
- ENCAP Bellevue Food Pantry Renovations
- Habitat for Humanity Home Repair Program
- Bellevue Public School Literacy Programs
- BJSA Sports Participation Assistance Program
- Lift Up Sarpy Community Assistance
- All Season Assistance for Vulnerable Adults
- BEEF Small Business Assistance Program



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ELIGIBILITY REQUIREMENTS

Eligibility Applicant	2026 Application

• 501(c)(3) nonprofit
• Government Agencies
• School District
• For-profit businesses, *limited circumstances*
	• Narrative
	  • Need, Project Effectiveness, Cost Effectiveness, Resolution
	• Attachments
	  • Board of Directors, Org Chart, Articles of Incorporation, Bylaws

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APPLICATION REQUIREMENTS

- Must complete application electronically
- No Minimum or Maximum amount
- Match/Leveraging funds *highly* encouraged
- Project Timeline (funding released Jan/Feb)
- Attendance required at 2nd Public Hearing
- Limits on expenditures of funding:
  - Maximum of 20% for Planning/Administration
  - Maximum of 15% for Public Service Activities
  - Minimum of 70% must benefit low- and moderate-income persons

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WORKING WITH FEDERAL FUNDS

- Subject to federal regulations, HUD Funds = HUD Rules.
  - Environmental Review Record, Federal Labor Standards, Lead-Based Paint and Radon.
- Funds are available on a reimbursement basis.
- Funding serves Bellevue residents ONLY.
- Quarterly reporting requires documentation and can be burdensome.
- Demonstrate organizational capacity to administer program.
- CDBG is not meant to be a one stop shop for funding a project.
- Timely expenditure of funding.

22

NEW PROGRAM REQUIREMENTS/ANNOUNCEMENTS

- 2026 Funding
  - Funding was approved in December
  - Same funding amount as 2025 - $3.3 billion for all CDBG programs.
- Emphasis on Impact Metris
  - Data on Program Accomplishments – Quantifiable Metrics
  - Prepare for additional scrutiny – audits of budgets, documentation, methodologies.
- Public Service Requirements
  - Stricter "new service" requirements
  - Must be new or quantifiable increase in service
  - Highly competitive

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ACTION PLAN TIMELINE

1st Public Hearing / Application available	March 6, 2026
Technical Assistance Workshop	April 14, 2026
APPLICATIONS DUE	MAY 1, 2026
2nd Public Hearing / Applicant Presentations	June 4, 2026
CDBG Committee meets to determine recommendation	June 9, 2026
Annual Action Plan available and open comment period	June 17, 2026
CDBG Committee presents recommendations to City Council and Council will hold public hearing before making final decision	July 21, 2026

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THANK YOU!
Abby Highland
CDBG Program Specialist
(402) 293-3000
(443) 655-2123
abby.highland@outlook.com

25

Minutes from the CDBG Public Hearing for the Annual Action Plan held on March 5, 2026, at 6:00 p.m.

There were six participants in attendance at the public hearing.

City Staff: Abby Highland

The public meeting began at 6:00 p.m.

Highland opened the public hearing with an introduction and welcome all the participants present and thanking them for their interest in the City of Bellevue's CDBG program. Highland then presented a PowerPoint presentation about the CDBG program, an overview of program requirements, development of the annual plan, and the application process.

Following the presentation, Highland opened for question and answered questions.

With no other questions presented, Highland encouraged all attendees to download the CDBG guidelines and application form from the City website – all the information presented during the meeting is included in the form. Attendees were also encouraged to reach out with any questions and attended the application workshop on April 14th.

The public hearing was closed at 6:35 p.m.

CITY OF BELLEVUE, CDBG PROGRAM
1500 Wall Street, Bellevue, NE 68005
(402) 293-3000

Bellevue NEBRASKA

We Influence The World!

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

TECHNICAL ASSISTANCE WORKSHOP

When: Tuesday, April 14, 2026, 2:00 p.m. – 4:00 p.m.

Where: Bellevue City Council Chambers
1500 Wall Street, Bellevue, NE 68005

The City of Bellevue would like to invite all organizations and groups interested in applying for CDBG assistance to attend the technical assistance workshop for the 2026 funding cycle.

The technical assistance workshop will include discussion of activities eligible for CDBG funding, a discussion of the application process, and step-by-step review the application form and requirements. The deadline to apply for CDBG assistance is May 1, 2026.

The 2026-2027 CDBG Application Guidelines and Form is available on the City's website for download or by contacting the CDBG Program Specialist.

If special accommodations are needed, please contact the City Clerk at (402) 293-3007 or CDBG Program Administrator no later than April 10, 2026.

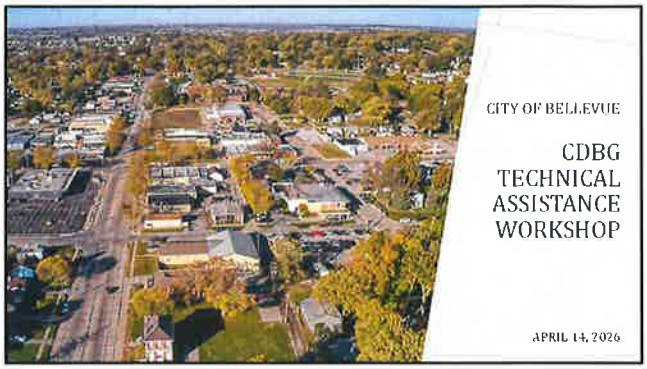
For further information, contact Abby Highland, CDBG Program Administrator, at (402) 293-3000, or abby.highland@outlook.com

Bellevue NEBRASKA
We Influence The World!

CITY OF BELLEVUE
2026-2027 Action Plan – Technical Assistance Workshop

April 14, 2026, at 2:00 p.m.
City Council Chambers, 1500 Wall Street, Bellevue, NE 68005

Name	Organization	Address/Phone/Email	Add to mailing list? (Yes/No)	Contact Preference? Mail or Email?
Katie Herbert	My Ol' Friend	katie@my-ol-friend.com	✓	✓
Melissa Wittmeier	HomeWorks	Melissa@homeworks.org	✓	Email
Melissa Scoby	Bellevue Together	melissa@bellevuetogether.com	✓	Email
Diana Bussiai	Bellevue Together	diana@bellevuetogether.com	✓	email



CITY OF BELLEVUE

CDBG TECHNICAL ASSISTANCE WORKSHOP

APRIL 14, 2026

1

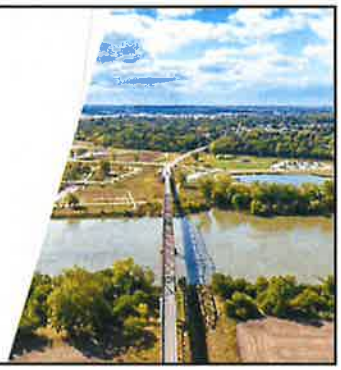
AGENDA



- CDBG Program Overview
- CDBG Eligibility Requirements
- Application Review
- After Submission
- Question & Answer

2

CDBG PROGRAM OVERVIEW



3

CDBG ENTITLEMENT PROGRAM

- Direct allocation from HUD based on federal budget
  - Funding is never guaranteed
- CDBG Program Priorities
  - Decent housing,
  - Suitable living environment, and
  - Expanded economic opportunities.
- Principally directed towards low- and moderate-income persons
  - LMI – 80% of area median income
  - 70%< of CDBG funding must benefit LMI residents

REQUIREMENTS FOR FUNDING

- 5 Year Consolidated Plan
  - 2024-2028
- Annual Action Plan
  - 2016-2017
- Consolidated Annual Performance Evaluation Report

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ACTION PLAN PROCESS

- Planning for 2026 funds; funds available in January 2027
- Outlines the goals, projects and funding amounts for the entitlement funds
- Allocation of funds through application process
- Application are due Friday, May 1st
- Reviewed by staff and CDBG Committee
- Final approval by Bellevue City Council
- Submit to HUD by August 15th



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2026 FUNDS AVAILABLE

- CDBG Entitlement Funds - $ 307,019

•	Allocation	$ 307,019.00
•	Reallocation	$ 1,700.00
•	Total Available	$ 308,719.00

- *Maximum amount for Public Service (15%)*
- *Maximum amount for Planning /Administration (20%)*

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CDBG ELIGIBILITY REQUIREMENTS



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Applicant Eligibility

- Non-profit Organizations – 501(c)(3)
- Local Public Agencies/Entities
- Faith Based – Non-religious activities
- For-profit Entities

Project Eligibility

1)Be an eligible activity
2)Meet a CDBG National Objective
3)Meet a Bellevue Consolidated Plan priority

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1. ELIGIBLE ACTIVITIES

- Acquisition
- Clearance/Demolition
- Rehabilitation
- Public Facilities & Improvements
- Public Services
- Economic Development/Job Creation

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- Public Facilities & Improvements
  - Acquisition, Construction, Reconstruction, Rehab, Installation of Neighborhood Facilities
  - Handicapped Accessibility
  - Sidewalks Streetscape
  - Water/Sewer
  - Community Center
- Planning/ Administration
  - Program Administration
  - Environmental Reviews
- Housing & Other Real Property
  - Repair, Rehabilitation, or Reconstruction
  - Demolition
  - Homeowner Counseling programs
  - Rental Rehabilitation
  - Property Acquisition
  - Infrastructure on Public Property

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- Public Service (15%)
  - Employment Services,
  - Child Care
  - Crime Prevention
  - Fair Housing Counseling
  - Services for Senior Citizens & Homeless Persons
  - Recreation services

Must be a new service or a quantifiable increase in the level of a service

- Economic Development
  - Assistance to private, nonprofit and for-profit business in grants, loans or loan guarantees
  - Microenterprise development
  - Job training
  - Façade improvement
  - Commercial Rehab/Code Violation

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INELIGIBLE ACTIVITIES

Acquisition/ construction of buildings for the conduct of government.
Political Activities
Operating & maintenance expenses
Construction of new permanent residential structures



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2. NATIONAL OBJECTIVE

- Low/Moderate Income
  - Area Benefit
  - Limited Income Clientele
  - Housing
  - Jobs
- Slum/Blight
  - Area Basis
  - Spot Basis
  - Urban Renewal
- Urgent Need
  - Presidential Declared Natural Disaster



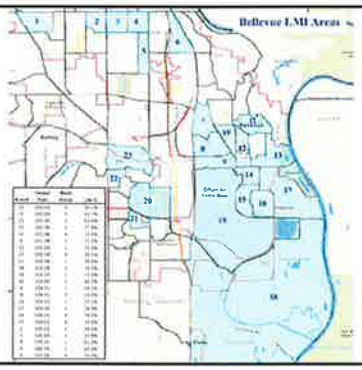
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LMI AREA BENEFIT

- Benefits ALL residents in a particular service area where 51% or more of the residents are LMI.
- Service area must be primarily residential.
- Applicant must determine the service area
  - Nature/Location/Accessibility
  - Must be reasonable – is the area delineated capturing the people that WILL benefit from the activity?
- HUD Website:

https://www.hudexchange.info/programs/acs-low-mod-summary-data/

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LMI LIMITED CLIENTELE

- 51% of the beneficiaries of the activity must be LMI
- Options to qualify beneficiaries:
  - Clients *presumed* to be principally LMI, i.e. Abused Children, Battered Spouses, Elderly, Homeless Persons, Severely Disable Adults
  - Require documentation on family size and income to show that at least 51 percent of the clientele are LMI*; or
  - Have income eligibility requirements limiting the activity to LMI persons only*; or
  - Be of such nature and in such a location that it can be concluded that clients are primarily LMI persons.

*Applicant's who select either options 2 or 3 must collect information during client intake and have policies and procedures in place for collecting and securing documentation.

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2025 Omaha-Council Bluffs Metro Area Income Limits; Median Income

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%)	$23,900	$27,300	$30,700	$34,100	$37,650	$43,150	$48,650	$54,150
Low (50%)	$39,800	$45,500	$51,200	$56,850	$61,400	$65,950	$70,500	$75,050
Moderate (80%)	$63,700	$72,800	$81,900	$90,950	$98,250	$105,550	$112,800	$120,100

*2026 release has been delayed to May 1, 2026

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LMI INCOME VERIFICATION REQUIREMENTS

- 24 CFR Part 5
  - Direct benefit such as a loan or grant, includes housing activity
  - Total of all adult household members' gross income
  - 12-month period
  - Source of income includes wages, salaries, SSI, disability, new income from business, alimony payments, lump-sum payments
- Self-Certification Forms
  - Public Services, Business assistance for created or retained jobs
- HUD Income Calculator
  - https://www.hudexchange.info/incomecalculator/

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LMI JOB CREATION OR RETENTION

- Activities designed to create or retain permanent jobs, at least 51% of which will be made available to or held by LMI persons
- Jobs counted on a permanent full time equivalent (FTE) basis

- Examples:
- Clearance activities on a site slated for a new business
- Rehab activity that will correct code violations and enable a business to survive and retain jobs
- Financial assistance to a manufacturer for the expansion of its facilities that is expected to create permanent jobs
- Assistance to expand a small house cleaning service with four employees that agrees to hire three additional LMI employees

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LOW/MOD HOUSING

- Activities undertaken for the purpose of providing or improving permanent residential structures which upon completion will be occupied by LMI households
- *Household = All people living together*
- Rental housing occupancy by LMI households must be at affordable rents

- Structures with 1 unit must be occupied by an LMI household
- Structures with 2 units must have an LMI household occupying at least 1 unit
- Structures with 3 or more units must have LMI households occupying more than half of the units

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3. CONSOLIDATED PLAN PRIORITIES

Priority #1: Maintain and Increase Affordable Housing Opportunities

- To maintain the availability and affordability of current housing market stock while development opportunities to expand affordable housing options through partnerships

Priority #2: Improve the Availability and Accessibility to Public Infrastructure

- To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and infill available sites in the creation of a suitable living environment

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Priority #3: Increase Economic Opportunities Through Business Development and Job Creation

- Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents

Priority #4: Increase and Expand Public Service Availability

- To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

Priority #5: Administration of CDBG Program

- To continue to maintain and administer a successful CDBG program.

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MY PROJECT MEETS THE ELIGIBILITY REQUIREMENTS, WHAT'S NEXT?...

APPLYING FOR FUNDS

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THE PROCESS

- CDBG Guidelines & Application available on City of Bellevue Website under CDBG Department or the Quick Links.
- Applications are due **Friday, May 1st by 4:30 pm**
- Reviewed by CDBG staff and CDBG Committee
  - Committee assist the Staff with reviewing applications and preparing a funding recommendation for selecting projects
- Final approval by Bellevue City Council before submission to HUD by August 15th
- Grant funds are usually released to projects in January/February/March

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APPLICATION SCORING

- Applications use a point system
  - HUD requirements
  - Priorities identified in the Consolidated Plan
  - Need and effectiveness of the project.
- 120 Points possible
  - Need = 40 Points
  - Project Effectiveness = 40 points
  - Cost Effectiveness = 40 Points

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CDBG APPLICATION FORM

- Cover Sheet
- Resolution
  - Approved by Governing Board
- Proposal Narrative
  - Project Need
  - Project Effectiveness
  - Cost Effectiveness
  - Conflict of Interest
- Attachments

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COVER SHEET

- Contact Information
  - Be current and accurate!
- Project Name and Location
- Budget – Total amount for project
- SAM Registration
  - System for Award Management – SAM.gov
  - Unique Entity Identifier, UEI (previously DUNS)
- CCR Number
  - Please include if you have one (i.e. businesses/contractors)

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RESOLUTION

- Provides authorization from the Board of Directors to apply for funding
- Notifies the City:
  - Project the board is authorizing for funding
  - The authorized signatures for the organization
  - Verifies the fiscal year of the application

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PROPOSAL NARRATIVE

- All questions must be answered for complete application.
- Points allocated for each questions are listed.
- Sections and Additional Documentation
  - First Page: Basic Project Information
  - Section 1: Project Need and Justification
  - Section 2: Project Effectiveness
    - Performance Outcome Measurement Spreadsheet
  - Section 3:Cost Effectiveness/Budget
    - Budget Itemization Sheet
    - Conflict of Interest Statement

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BUDGET ITEMIZATION

- You MUST submit a detailed PROJECT budget
- Budget Narrative column should include more details regarding specific line items
- Attach estimates to demonstrate cost, research
- Demonstrate the source of funds, i.e. grant award letter, grant submittal letter if notification not received
- Check all math!

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PERFORMANCE MEASUREMENTS

- Goal to focus on more outcome-oriented information to aggregate results across the broad spectrum of programs funded by CDBG
- Based on the intent of the activity, determine which of objectives best describes the purpose of the activity and which outcome best reflects what they are seeking to achieve by funding the activity
- Based on the statements and National Objective, HUD will identify the best indicator data for specific indicators
- To determine the most appropriate outcome for an activity, ask:

"What type of change or result am I seeking?"

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CONFLICT OF INTEREST

- Conflicts of interest arise when officials or staff stand to benefit, either directly or indirectly, from the awarding or contracting of grant funds.
- Examples:
  - Elected officials voting on awarding of funds to organizations where the elected official and/or family member is on the staff or board of directors
  - Grantee officials or staff who have relatives who may benefit from an applicant's programmatic activities.
- If a potential conflict arises after application, please disclose to the CDBG Department as soon as possible.
- HUD does allow for the request of an exception that meets certain criteria

Additional Information: HUD Integrity Bulletins https://www.hudexchange.info/resource/5065/hud-integrity-bulletins/

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ATTACHMENTS

- 1 copy:
  - List of Board of Directors
  - Organizational Chart
  - Resume of Program Administrator
  - Resume of Fiscal Officer
  - Tax Exemption Determination Letter
  - Articles of Incorporation
  - By-Laws
  - Equal Opportunity Employment statement & Grievance Procedures
  - Financial Statement &/or most recent audit
  - Audit Requirement (if applicable)
  - Statement of Insurance
  - Business Plan (if applicable)

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STATEMENT OF INSURANCE

- Information regarding whether or not the agency:
  - has liability insurance coverage, in what amount, & with what insuring agency;
  - pays worker's compensation as required by Federal and State Law;
  - has fidelity bond coverage for principal staff that handle the agency's accounts, in what amount, and with what insuring agency.

AUDIT REQUIREMENT

- 2 CFR 200
- Non-Federal Entity that expend $750,000 or more in Federal awards shall have a single or program-specific audit conducted each year.
- Agencies expending less than $750,000 per year, must maintain records for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

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SUBMISSION

- Application are due May 1st by 4:30 p.m.
  - City of Bellevue – Finance Department
- Application Form -1 application narrative with wet signatures and 7 copies of the application narrative
  - 1 original application and 1 copy of the required attachments
  - 7 copies of the application narrative can be printed double sided
- Must fill out the application electronically
  - Word Document
  - Available on city's website or from CDBG Program Specialist
- No smaller than 10-point type
- Print on 8 ½ x 11 paper
- No penalty for early submission
- One project per application

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TIPS & TRICKS FOR APPLYING

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Be Innovative – always looking for new ideas to address need

Describe the Program – DETAILS, DETAILS, DETAILS!

Don't assume the reviewer. Tell us!

Funds can only be used for activities to benefit BELLEVUE – explain the benefit to *specifically* to Bellevue residents!

If you aren't sure, ask questions, we are here to help

Don't make guesses or assumptions – show documentation

Make sure timeline is reasonable

Don't set unobtainable goals – make it as realistic and accurate as possible

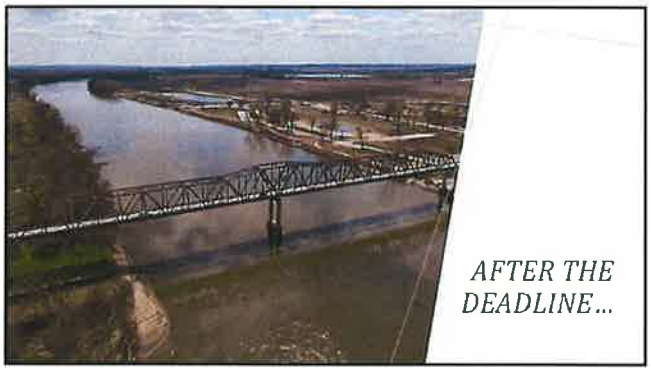
Describe the sustainability of the program

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DON'T FORGET TO CHECK

- The calendar – don't miss the deadline!
- Incorrect program budget – budget is different in application, cover sheet, and budget
- Typos, missing pages
- Lack of detail in narrative
- Description of organization instead of project
- Failure to address ongoing cost of project
- Staffing not adequately addressed for project
- Outcomes not identified or measurable

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AFTER THE DEADLINE…

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AFTER MAY 1ST…

- Staff review to determine CDBG eligibility
- CDBG Committee receive and review applications
- 2nd Public Hearing – June 4th, City Council Chambers
  - 5-minute presentation followed by question-and-answer session
- Committee Meeting to determine recommendation
- Draft Action Plan with recommendation and publish for comments
- Presentation of Recommendation to City Council for review and approval during July 21st meeting

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CDBG COMMITTEE PHILOSOPHY

- Clearly Defined and realistic in scope location, need, budget, and goals.
- Demonstrates benefit to LMI households or resident of LMI census tracts
- Successfully leverage dollars with local, county, state or other federal programs to maximize the number of people served whenever possible
- Unduplicated services and effectively utilize/maximize partnerships with other organizations and agencies.
- Organization can demonstrate that they have the staff capability, capacity, and knowledge of federal regulations to successfully implement the proposed project.
- Clear and effectual plan for evaluating the progress of the project towards the identified goals with measurable objectives and results.
- Demonstrate readiness to be implemented in a timely manner.

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FOLLOWING SUBMISSION TO HUD



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AFTER ACTION PLAN APPROVAL

- This is not fast or free money!
- August - December
  - Environmental Review Records
  - Funding Agreement with HUD
  - Request Release of Funds
- January
  - Subrecipient Agreements (You will be *required* to meet with staff)
  - Execute Agreements and Notice to Proceed
- REMEMBER! Grant funds are not released to subrecipients until all steps above are complete

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ENVIRONMENTAL REVIEW

- Required to complete an environmental review record for each project
- Review follows NEPA requirements
  - Historic Preservation
  - Endangered Species
  - Floodplain & Wetland
  - Site Contamination
  - Air Quality/Radon
- CDBG staff will conduct review
  - May request information from applicant/additional studies

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SUBRECIPIENT AGREEMENTS

- Federal Requirements
  - 2 CFR 200 – Uniform Administrative Requirements
  - 24 CFR Part 570 CDBG Program Regulations
- Subrecipient Agreement
- Monitoring & Reporting
- Bid and Contraction Requirements
- Federal Labor Standards,
  - Davis Bacon Prevailing
  - Contract Work Hours and Safety Standards Act
- Minority and Women Business Enterprises
- Section 3
  - Tracking ALL worker hours
- Fair Housing

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KEEP IN MIND...

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RECORD KEEPING & MONITORING

Categories of records:

- **Administrative Records**
  - Application, program policies/guidelines, correspondences, management files, legal files such as bylaws, tax status, board minutes, contracts and other agreements.
- **Financial Records**
  - Chart of accounts, manual on accounting procurement, journals and ledgers, procurement files, audit files
- **Project/Case Files**
  - Detailed documentation of the project, specific beneficiaries, property owners, national objective documentation
- **Record Retention** – All records must be kept for 5 years following completion of the project.

Accomplishment Reporting

Subrecipient Monitoring

Audits – Financial and Activity

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IF PROJECT INCLUDES CONSTRUCTION:

- Bid Requirements - Must follow City of Bellevue bid requirements
  - Projects over $3,000 must obtain separate written bids
  - Projects over $30,000 must prepare bid packet and conduct Request for Bids – sealed bids
- Contractors must by registered in SAM.gov with verified UEI
- Labor Standards
  - Projects over $2,000 – Davis Bacon Prevailing Wage
    - Wage Determination, Weekly Payroll Certification, Employee Interviews
  - Section 3
    - Track hours worked by all workers – separate into Section 3 workers, Targeted Section 3 workers, and non-Section 3 workers
- Insurance Requirements

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EXPENDITURE & REIMBURSEMENT OF FUNDS

- CDBG is a reimbursement program
- Project cost are not eligible for reimbursement until a subrecipient agreement is signed and notice to proceed is issued by the City
- Do not execute any sub-agreements or contracts until an executed subrecipient agreement and notice to proceed has been received!
- Reimbursements must be submitted in a timely manner with proper documentation
- Unexpended funds at the end of the agreement period will be recaptured and reallocated by the City

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APPLICATION TIMELINE

ACTION	DATE
Applications are due	May 1, 2026
Staff reviews application and distributes to CDBG Committee	May 4, 2026
2nd Public Hearing / Applicant Presentations	June 4, 2026
CDBG Committee meets to determine recommendation	June 8, 2026
Staff completes draft Annual Action Plan and distributes for public comment period	June 17, 2026
CDBG Staff and Committee presents recommendations to City Council, hold public hearing, and Council makes final decision	July 21, 2026

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REMEMBER!

Applications are due to the
City of Bellevue – Finance Department by

FRIDAY, MAY 1ST, by **4:30 p.m.**

For any assistance or questions:
Abby Highland
CDBG Program Administrator
(443)655-2123
abby.highland@outlook.com

**If you would like to be added to the CDBG mailing list, please send me an email.*

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CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE
2026 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue in anticipation of receiving approximately $307,019.00 in Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development, invites and encourages all interested citizens, agencies, nonprofit organizations, and other interested parties to attend a public hearing:

Thursday, June 4, 2026, at 6:00 p.m. in the City Council Chambers,
City of Bellevue, 1500 Wall Street, Bellevue, NE, 68005.

The purpose of this public hearing is to allow the CDBG Committee to hear presentations from organizations who have submitted an application for 2026-2027 CDBG funding. The public is invited to attend and hear the presentations regarding the CDBG funding cycle and Annual Action Plan.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which must be submitted to HUD prior to August 15, 2026. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than June 1, 2026. If you are unable to attend the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.

SARPY COUNTY
TIMES

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

May. 13, 2026

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: **05/15/2026**

Notary Public
Notarized remotely online using communication technology via Proof.

Printers Fee: **$34.36**
Customer Number:
Order Number: COL-NE-904172

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COL-NE-904172 5/13

Bellevue NEBRASKA
We Influence The World!

CITY OF BELLEVUE
2026-2027 Action Plan Community Meeting

June 4, 2026, at 6:00 p.m.
City Council Chambers, 1500 Wall Street, Bellevue, NE 68005

Name	Organization	Address/Phone/Email	Add to mailing list? (Yes/No)	Contact Preference? Mail or Email?
Dianna Wagner Jill Connor	Bellevue food Pantry	1912 Hancock St 68005 dwagner@bellevuepantry.org jconnor@bellevuepantry.org	Yes	email
Katie Herbert	My Ol' Friend Transportation	13608 S. 26th Ave Cir Bellevue, NE 68123	yes	email
Liz Carrlin Fuesel	Habitat for Humanity	1229 Millwork Ave. suite 301 Omaha, NE 68102	yes	email
Tanya Gifford	LUSC	1620 Wilshire Dr. #301	yes	email

Name	Organization	Address/Phone/Email	Add to mailing list? (Yes/No)	Contact Preference? Mail or Email?
Dave Gifford II	All Seasons Foundation	801 Kayleen Dr 68005 402-401-4082 Dave@allseasonsfoundation.org	Yes	Email
Jim Clements	Home Woven	2316 S. 24th St Omaha, NE jim@homewovenorg	Yes	email

Notes from the CDBG Public Hearing for the Annual Action Plan
held on June 4, 2026, at 6:00 p.m.
in City Council Chambers, 1500 Wall Street, Bellevue NE 68005

Attendees: Deanna Wagner, Jill Connor, Katie Herbert, Liz Carvlin-Fuesel, Tanya Gifford, Dave Gifford, and Jim Clements.

Funding Committee Members Participating: Rose White, Kelly McCaw, Clare Severn, Susan Hester, Jonathan Jenkins, and Dave Weese.

City Staff: Abby Highland.

The hearing began at 6:00 p.m.

Highland opened the public hearing at 6:00 pm with an introduction and welcomed all the applicants present, thanking them for their interest in the City of Bellevue's CDBG program. Highland explained that the City of Bellevue anticipates an entitlement funding amount of about $307,000. For the hearing, applicants will be called up by the order of the sign in sheet. They will be given about five minutes to present their application to the committee members, who will then ask questions regarding the projects.

Eastern Nebraska Community Action Partnership, Bellevue Food Pantry – Deanna Wagner, Jill Connor

Deanna Wagner began the presentation. ENCAP is a 501(c)(3) with a service area in both Douglas County and Sarpy County. Our biggest program is the Bellevue Food Pantry. Nearly 19,000 people were served last year out of our tiny space of just over 1000 square feet in Washington Park, including that we have about 133 deliveries that we do to homebound seniors or those with mobility issues. About one in six of the people that we serve are military connected, meaning that they're veterans or active, active military families. The average number of people, average number of visits that our guests have is about three per year, so not everybody comes every single month. Some people come once, we may not see them again. Some people that are on fixed incomes may have to come to us every month for food support. We are more than a pantry, though. We try to provide food, of course, but we also provide personal care items, toiletry items. We also clean people to different services in the community. We are working to make our move to the former Bellevue Public Library building, so that will be from just over 1000 square feet. We'll be moving into over 21,500 square feet. Our pantry itself will be 3000 square feet, and that will be a client choice pantry, which means that people can choose their own foods, and shop for themselves like a grocery store. We'll be able to double the amount of people that we're able to serve, and we'll also have community space in this building where other people can use, so we can have local businesses or other civic engagement in that space, and we also include a dual purpose truck turnaround on the side of the building that will allow us to do food delivery, distribution, and then also let people come in.

Jill Connor presented additional information about the exterior improvements included in the application. The exterior site and safety improvements for paving and lights are just over $144,000. That includes replacing 17,865 square feet of concrete. Of that, we're only asking for 1700 square feet of new pavement, so that would just be the additional pavement that would be paved out around that backside to facilitate that truck turnaround, so everything is pure replacement and then the other request is to improve safety with lights. The first picture to the left is from the street side all the way out to that drive across the front. The picture in the center is as you come around the corner to that right side, that's looking back towards where the staff used to park. The far-right picture, of course, is the is the entryway walking up to the front doors of the facility. We are replacing just the fixtures at the top of the two poles that sit in that first island there and then adding two additional poles in the parking lot towards the back of the lot, which backs up to Bellevue East, and this would just allow us to replace those with LED lights, higher illumination, and much brighter. If you've been down there at night, it does get dark in that area, so this would just be a major upgrade to the parking lot. There will be a truck turnaround on the backside with a dock door that would raise up, people could come in on that right side, and then they could drive through the dock door, and we would load their vehicles, and they would be on the way.

This would really eliminate trip hazards and accessibility barriers that exist right now with ADA compliant surfaces and curb cuts, improving safety for clients, volunteers, delivery trucks, and service providers. Strengthen the pavement to support food trucks, delivery vehicles, and emergency response traffic. In the event, replace two aging parking lot fixtures with brighter, energy-efficient LED lighting. Install two new poles with electrical access, and really, this is an investment this building has done its job for the last 50 years for this community, and so we think that this improvement would hopefully have helped it last for the next 50 years.

Committee Questions:

- Regarding the timeline, when were you considering to have this done?
    - Originally, we anticipate that the project interiorly will be finished by the about the end of November, but the entire interior will be done by the end of the year this year. But due to the timing of CDBG funding, we realize that that timing might be off, and so we're able to move the paving project. It has to be done in the spring, so contractors have said between March and May of next year, depending on when HUD funds would come.
- If you wait till March of next year, assume prices are going up. Will you have the additional funding somewhere else to be able to support it?
    - Within the construction budget, there are a mass amount of contingencies for everything. So, as we've been planning for this and did the original budget about two or three years ago, and so we've been updating along the way, but there is about 350,000 in there for all contingencies, and so that would roll into that towards the end of our trip. The construction team, I think, did about 8% overall for contingency.
- Are you currently receiving any funding from other counties or municipalities or this military to support the individual projects?
    - No. We did get some from Northrop Grumman, but it was directed at food, so not to the capital project.
- When will you open operation? When will we be able to bring your first customers in?
    - Our first customer will be able to come in January 2027 so while the inside will be completed by the end of November, early December, we have shelves to build, and it's difficult to move over the holidays. We don't want to have a period of shutdown when we're really busy. We just don't want to do that to our families, and so we want to remain open as long as possible, and then we would wait until the new year to officially open for new customers. We'll stay put and try to get everything moved out as quickly as we can.

My Ol' Friend Transportation – Katie Hebert

Katie Hebert opened the presentation with a video message/testimonial from a client.

Our business model is unlike anything else that's out there right now. Our door-to-door service and the meet and greet part of the business model have been a game changer for everybody involved. We take the time to meet with families, we meet with potential clients, and usually their kids or neighbors or whoever they want to invite to this meet and greet, so that they feel safe and secure. We answer a few questions, and then that way, when it's time to pick them up, it's just, oh, Katie's here to pick me up, and so we have a lot of feedback on that, and it's worked out well. So, yes, we are very different, we're not Uber, we're not your typical ride share, the things like the cost, value, consistency of drivers, service flexibility, physical assistance if needed. I currently have several clients who have vision issues, and so assistance might look like I walk in front of them to the medical appointment and make sure that there aren't any uneven sidewalks when they're using their walker, and of course opening the door for them, and then we stay there, so that as soon as their medical appointment is finished, they don't have to worry about rebooking. So, this quote: your time on earth is limited. Don't try to age with grace, age with mischief, audacity, and a good story to tell. And that's the first thing that I tell them when they get in my car, they ask about whether or not they need to sit in the front or the back, and I just say, I'm not an Uber driver, I'm a former teacher, likes to talk to people, so the only rule is you have to tell me a good story, and they do, and those this other picture that's out there, this is my motivation for my business model. When I was setting up the business, I thought about how I wanted my

own mom to be treated if she needed a little assistance. What are some things that I would want to have in place? And then that guy is a special guy who was a friend to many, and it actually says my old friend on his tombstone, that's where the name came from, so they're my motivation to continue to help people out. My vision is to help seniors become independent and stay connected to their community. The reason I'm here today is for the people that have called that I had to say no to. We started with one car, it was me, one car, and then we moved to two, and now we have four people that rotate through the cars and, and we're able to help a lot more. Recently, a lady needed rides to get cancer treatment, and I was already double booked, and I couldn't help her out. And she's why I'm here today. We're looking for funds to be able to get another vehicle to be able to help more people stay connected in their community, get to the medical appointments, assist them as needed, but the other part of this, we do medical appointments, and we take people to the grocery store, but sometimes just getting out of the house, yes, we help take care of the medical aspect, but the mental aspect to me is even more important. I'm here today because I'm looking for the funds where we want to be investing in people, expanding access, and strengthening our economy, so additional cars will be able to provide additional hours for the employees, and I do understand the guidelines for the grant is to have a full-time position or full-time hours, and that's what we're looking to do.

Committee Questions:

- Do you only serve seniors, or can other people take advantage of this?
    - Other people have taken advantage of it. When we originally started the business, we just thought about who are the people that no longer drive. I currently have three special needs individuals I take to classes at Metro Tech. I'm in talks with possible collaborations. There's an organization called Outlook Enrichment that helps visually impaired people, and we started talking about how we could partner up and help people in that area, and actually, just last week I got a phone call about working with the school districts with kids that have trouble getting to school and have truancy issues. So we're looking to expand the business and help other people besides seniors, but right now that's who most of our clients are,
- In your application, you indicate this would increase the employee hours by 20 hours per month and given the fact there's 24 hours in a day, it seems like there's a lot of downtime for this vehicle. So, can you explain how this transition would take place and how this vehicle would be more useful to you?
    - Absolutely. This is my first big grant that I've ever written and so understanding the process and the rules and all that kind of stuff. First, we're just going to have more cars and help more people, but I understand that there are requirements that go along with it, and so we're looking at other ways to expand. On our business website hours are Monday through Friday, 8 to 4, and so there's only so many doctors' appointments you can get to during that time and so we recently started promoting airport runs for people who drive or don't drive and then that way you can do it outside of those times that you would typically take someone to a medical appointment. So we're looking at things like that, and then again, if we did partner up with any of the school districts, that would be another way, because currently most of my senior clients, they don't really like to get up very early, and so that opens up that early morning time, which would help with increasing the hours for the employees.
- Do you strictly take Bellevue residents or residents from all over the metro area?
    - When I originally started, I assumed that I would just be helping people in Bellevue and Papillion, but I quickly found out that out west there are not a lot of services. Some of the services that are provided, like through Papillion and Bellevue, have restrictions as far as how far west they go. I got phone calls from Gretna and Elkhorn, so yes, I am helping other people.
- There is a on page 18, there's a subsidy fund for $3,815. What is that?
    - There were people that I have given me a call, and then I explain the fees, and they can't afford it. Because we're set up on an hourly rate, we do our best to really help people who are on a budget try to stick to that hour appointment, but we can't, you know, there's just some people that can't handle that, and so I wanted to put the fund in there so that I could partner up with some local agencies. I am a board member of the Bellevue Senior Center, and there are several low-income people that come in there, and so I wanted to try and find a way to serve them better, and I did when I made the budget.
- A question about the vehicle. Why did you pick the CX-5?

- Pick the CX-5 because before we ever started the business, we did research about SUVs that were easy to get into. That one is listed as perfect hip height and then when we were purchasing the first vehicle tried to get as much input as possible. It was suggested to get leather seats, because upper body strength can make it a little difficult sometimes. The combination of the hip height and the leather seats, it's a very easy car to get into.

- You didn't look at minivans at all, or was that kind of like a thought?
  - We looked at several different cars, but this is one I had researched a couple different things, and the CX-5 is one that came up on several different occasions. The feedback that I've had from clients has been excellent.
- Looking at your total project cost. Can you explain the destination delivery? Was that it says $1,500 for destination delivery?
  - When I was doing the research on new cars and what the costs were and what the breakdown was, is that sometimes there's an additional cost for the delivery.
- Have you priced one out locally?
  - Those numbers were according to what's out there, if it has to be delivered, because even at Woodhouse Mazda, there's some things that would have to be delivered, and so I didn't call them, but that's the research that I found.
- With getting a new vehicle, there was discussion of hiring additional employees?
  - Because of the criteria for a full-time employee, the idea is to increase hours of the people that are currently working for me. It's a couple of them and just a couple of hours a month. The idea would be to increase the hours of the current people that I have, and but since then, in the last couple of months, I've had several people reach out to me through my website asking if I was hiring, and then I had a couple of people who just retired interested.
- How many runs on average, an average week?
  - On average, it's two - one in the morning, one in the afternoon for both cars, so anywhere from eight to 10, but if you have those early morning runs, the airport runs, it can make a difference. Right now, our client list is up to about 200 and so as we are increasing the number of people that we serve, we're also able to kind of coordinate it a little bit better. For example, I have one individual that every Tuesday I go to Elkhorn, and so next week on Tuesday, we're going to go to Elkhorn, and then we're going to stop on 100 and eighth and L on the way back home, and then, and it's easier to fit in more. I feel like as we grow, it will be easier to coordinate that downtime.
- Is the commercial auto policy for all your vehicles or is it just for this one?
  - That is per car, an there's no discounts for multiple cars.
- Since you're expanding into these other communities, have you reached out to any of those groups, or is this still too new?
  - It's still pretty new. I would say the majority of the people that I serve are Bellevue, Papillion, kind of the South Omaha area.
- You are a for-profit business. Do you know how your current rates compare with, like, the Uber services and those others. How do your rates compare?
  - When we started the business, I downloaded those apps just to kind of compare where it was going to, and basically what it is is anything that's scheduled through Uber or any of those, it's I have a better rate.
- What's your percentage of Bellevue or even Bellevue versus everywhere else?
  - I would say 80% of the rides are Bellevue and Papillion.

Habitat of Humanity of Omaha, HFHO Home Repair Project – Liz Carvlin Fuesel.

Liz Carvlin Fuesel open the presentation with an overview of the organization and application.

Habitat is applying for $50,000 for low-income critical home repairs, and this funding is important because preserving homes is a critical part of the puzzle of housing in general. When lower-income families and individuals have no access to home equity lines of credit to fund their upkeep, they may be forced to defer vital maintenance, such as HVAC, leaking

roofs, electrical, and so these delays can impact health and well-being of a family. This funding allows Habitat to match home repair dollars, so that we can help homeowners pay for their repairs in 2025 Habitat assisted 13 Bellevue families with low or no cost repair repairs, and we also, in addition, did minor repairs through our Rock the Block program to a big four homes, so we are applying for the funds to do at least four repairs in Bellevue, and we appreciate the opportunity to talk to you and for you to consider our application.

Committee Questions:

- How do you select the people who receive assistance through the program?
    - There's a process of kind of reaching out, it's multifaceted, it's, it's a lot of times it's word of mouth. We also do a postcard campaign. We send postcards out to areas that we know may need services, and there are people on a waiting list. I don't know if Bellevue necessarily has a waiting list, but sometimes we have people in the pipeline already, so that's the bulk of where we kind of find people, and then we do, we do an assessment, our crews, our staff will go out and kind of walk through, talk to the clients, talk to people about what they need, what they think they need. Oftentimes, there's a lot more that's needed than what they initially, maybe that they, you know, there's one story of somebody who had raccoons in their attic, right? And so they went out, and yes, of course, that's huge, but there's also usually layers of problems, so it depends each time they go out, sometimes they'll find different things.
- How long have you been administering the program?
    - I know that we consolidated with the Sarpy organization in 2021 so, but as far as Habitat for Humanity, we've been doing it a long time, generations.
- If you put money into a house, are there any stipulations about how long they have to stay there?
    - We don't have that for repairs. If we build new homes, that often is the case. For repairs it's generally people that we see who want to stay in their home, and they don't really have other options, so generally they're going to want to stay if they want to repair their house.
- You're a part of the Habitat for Humanity of Omaha, correct?
    - Correct.
- This money will be devoted to Bellevue
    - Correct.
- With the proposed four houses, is there a cap on the mount for repairs?
    - We also can match dollars for repair expenses. Sometimes the jobs are smaller than expected, and sometimes they are larger. It just varies.
- What is considered critical repairs?
    - Things like the roof, HVAC, the things that are going to cause health and safety problems. It could be the outside the stairs or the structure or how do you get in and out of the house. We've replaced ramps where somebody is in a wheelchair and they can't go to a doctor's appointment because they can't get in and out of their house. Windows are very common. It's not like upgrading the house, it's something that needs immediate attention.
- Who decides the critical part?
    - Habitat has guidelines about what is critical. The Rock the Block is also something that kind of has minor repairs, but we don't do minor repairs internally inside the house. We have a really experienced staff who do this all the time. They go in, talk to the homeowners, see what's kind of a priority, and then they decide based on that.

Lift Up Sarpy County, Assistance for Vulnerable Adults & Seniors – Tanya Gifford

Tanya Gifford, Executive Director, for Lift up Sarpy

For those of you that are new to Lift Up Sarpy, we are basically the 211 of Sarpy County. The difference between 211 and Lift up Sarpy is we walk alongside with the family, so oftentimes if you call two and one, you're going to get a list of resources and then kind of sent on your way. When you call Lift Up Starview, or you get referred to Lift Up Sarpy, we're

going to make sure to do a warm hand off to the Bellevue Food Pantry. We're going to do a warm hand off to My Ol' Friend or to Habitat for Humanity, and so I love hearing the stories. You can kind of see these are the partners that we get to work with. We're not going to read through all of them, but these are some of our board directors, our foundations, education, faith-based partners, and government entities, and then here's all the other nonprofits and agencies that we work with too. Everybody wants to help their neighbor, everybody wants to fund community response when there's a crisis, but oftentimes it's hard to fund the operations. Sometimes we forget it takes people to do the work, and so that is what I'm here to ask you for again tonight. You have always been so generous in helping to support the executive director role at our nonprofit. That is the area that we have the hardest time is funding specifically my position. I fill two hats. I am executive director, but also coordinator of community response, so if we have a storm, for example, it's my job to coordinate those community services and bring in all the nonprofits to work together to coordinate those services going into 2027 Please keep your fingers crossed. We have a new partnership coming on with Google, and we're hoping to actually have that be two positions now, because the amount of work that we're doing, so hopefully we'll get some extra funding in that way, but this is an app that we use. It's nationwide, it's called Find Help. Anybody could use it. You could go on your computers tonight and put in Find help.org You put in your zip code, and then it, depending on what your need is, whether that's food, legal services, housing, it will direct you to services within your zip coded area, and so this just kind of shows you a big picture of how many searches were done between February and May, and then the next one shows you in what areas people are searching for in Sarpy County. This is specific to our county, so you'll see food is obviously at the top, housing utilities and transportation, all the things that you're hearing about tonight. It breaks it down by zip code, and when we look at all the counties across the United States, Sarpy County is ranked in the top five of using this app. It will be bigger and better in the next couple years. Sarpy County has 748 searches specific to one category that we just, we pulled up just kind of a snapshot, and then it breaks it down by city, and so you'll continually see on the right hand side the 68005 and 68123 which are the areas primarily served by CDBG funds, is the highest ranked out of the county that we're serving. And one of the things that Abby had brought us the letters to appear tonight is showing you that there's an increased need, so any applicant that's asking for funding of the same kind of programming before that was kind of why that I brought this is just to show that the increase in Bellevue, or that the Bellevue residents are always our increased population of who we serve.

Committee Questions:

- All the things that you have listed there in your application, you talk about truancy, can you talk about that?
    - If any of you had the opportunity to go to the state of the city for Bellevue, you heard the superintendent and even the Air Force representative talk about how truancy and absenteeism is becoming an increased problem, not just in Douglas County, but also in Sarpy County and nationwide, we are seeing that over 20% of kids are missing more than 20% of the school year. So, the school year is 180 days. 20% of those kids are missing more than that, 18 to 20 days. We've labeled it in a couple different categories. Obviously, the value of school has been jeopardized since Covid, because now all of our kids have iPads and computers, and so oftentimes a parent will look at it and go, "Well, I can book a trip to Florida in January. Now the kid can take the iPad and it's not a big deal. It is a big deal, because it disrupts the class and the teacher and everything. So we're kind of having to go back and get a mindset shift there, but the other big barriers are transportation and just food insecurity, and even housing. It all plays a part of the kid being absent. If the kid's not healthy, they're missing school. If the household only has one car and mom or dad have to get to work early, and there's not buses, there's a situation that that child might miss school. I think the last time we looked at Bellevue specifically, we were at about a 21% absentee truancy rate over all of the schools, and we're obviously advocating and working with them to help in anything that we can, but until we get some true public transportation and address some of the housing issues in the county as a whole, it's going to be a big barrier to bring down some of those numbers. If we can get kids involved in extracurricular activities, or before or after school programming, maybe that's chess club, maybe that's choir, maybe it's football, whatever the programming is at whatever level, they'll be more interested in getting to school, but so many kids don't have that ride to before or after school programming, and the busses don't run at those times, for obvious reasons, and so that's where we are trying to partner with different businesses, and even churches, like retired people, would they be considered, or, you know, consider maybe taking some kids to and from school if they were going to chess club or fire, whatever they want to participate in.

- You also talk about trades. How do you intersect with that?
    - There's programming in all the schools now, like Papillion and Gretna call it Career Academy. We want to make sure that kids can participate in career academy, so oftentimes you'll see juniors and seniors that'll go to school the morning, and at lunchtime they'll even go to a metro and take classes to go toward a trade, for example, like welding. My son started in his junior year and did welding his junior and senior year, so it allowed him to graduate high school in May and graduate college in December, and any parent that involves their child in that program gets 50% off the tuition while their child is in high school, because the high school has to pay for part of the tuition under education funding. We make sure that that child has access to get to Metro, whether that's an Uber or getting a gas card to that teenager, so that they can put gas in the card and get to Metro.
- I heard you say, Gretna, how much is this going to Bellevue?
    - When I apply for funding for my position, most of my time is spent on Bellevue type cases. Very little of my time is spent in Pavilion, Gretna, Springfield, unless there was a storm that came in, and then it's kind of area specific. By the time that I network and do the work in the case review over the work in Bellevue, it's probably a good half of my time each day.
- Your focus is once they tell you, you coordinate through all the services to get them what they need?
    - Absolutely, we want to just be kind of a one stop shop, so that that family that's involved in that crisis, or the social worker that's reaching out for services, doesn't have to make 10 different phone calls, they call to us. We do the case management and the coaching that goes along with that, so when a family calls, we don't just write the check or get them the services, depending on what that needs are. We may coach them for three months; we may coach them for six months because of that generational poverty.
- Just to confirm, it indicated that some of these funds will be used to decrease school lunch count balances?
    - We do a pickleball tournament in February now, and so we just wrote a check to Bellevue Public Schools for $4,000. Our goal is that we pay off senior debt first, and then we work down to the juniors and the sophomores, because that's one of the check marks you need when you graduate to get your diploma, is you have your accounts taken care of, the library account, the lunch account, all the things. So, we make sure we start with seniors, and then we work down one of our goals. Just three weeks ago, the middle schools are now doing an incentive for the eighth graders to participate in the pancake feed at the end, like their graduation breakfast, and to participate in that, you must have a zero-lunch account balance. It's not the eighth graders' fault, right? So we just want to make sure that we have funding to support some of those programs, and so by funding my position, I will take charge of going out and fundraising to fundraise and get dollars to community response, so the dollars specifically that I'm asking for to fund my job, but then I go out and get dollars to bring in to do the work that I explained in the application.

All Seasons Foundation, Assistance for Vulnerable Adults & Seniors– Dave Gifford

All Seasons Foundation application was presented by Dave Gifford.

All Seasons Foundation is one of those partners that works with Lift Up Sarpy quite a bit. Whereas Lift Up Sarpy and other organizations look at households with children, we try to help at-risk adults and the homeless in the community. We are the only organization that does outreach, homeless outreach in Sarpy County. We also operate the only heating and cooling center in Sarpy County. Majority of our clients are here in Bellevue, especially with the homeless. Over the last year, one of the biggest events that we were able to help with, and CDBG funding went to directly, was after the hotel raid. There was 33 households that were left homeless from that incident, and working with our partners, and the findings that we receive, we were able to coordinate and get 32 to 33 households into housing, and as far as I know, as of right now, all of those individuals are still in those apartments or other locations they are where they were able to get them into, so it's been very, we were fortunate to be very successful. We're also an access point. We operate that four days a week for anyone that's homeless or experiencing near homeless. They can come to us, we can get them into what's called Clarity, which is a database where all other organizations that work within the Continuum of Care in the Metropolitan also get the information, and we can coordinate and try to help these individuals find the resources and things that they need. So, the

grant is to help fund a position to help coordinate and maintain the work that is done with this. This takes roughly 20 to 30 hours a week, and we average about 10 new people, or 10 people calling a week just from Bellevue, asking for assistance, be it with housing, homelessness, whatever case you can think of, and so that keeps us busy out there. Also, just meaning when we have the hot weather or the cold weather, the heating and cooling center, keeping someone there to touch base with those individuals, make sure that they're fed, there's water, coffee, things like that nature, while they spend their time there. Essentially, I work as well outside of this organization, just because you know, pay your bills as well, and that's part of why we're asking this for the grant to help, so I can dedicate more time, but also still be able to pay operational costs. We have other grants that we're working towards that we're hoping will come through one for the DHHS, and specifically that we're hoping we'll be able to help assist with that as well.

Committee Questions:

- Is DHHS the match funds referred to in the application?
    - Yes it is.

HomeWoven, Home Preservation Program – Jim Clement

Jim Clement, Executive Director for HomeWoven, presented the Home Preservation Program application.

If you're not familiar with Home Woven, was previously known as Project House Works. We went through a rebrand about a year ago, and had previously received CDBG funds through the city of Bellevue, but the organization itself has been around for 30 years. Our focus is on the home ownership piece, and so we really focus on the preservation piece. And so, as relates to our application, our application is focused on our home preservation program. And so, fast forward, but we've grown quite a bit in the last few years. We have our home preservation program that's focused on providing critical repairs and accessibility updates that help low-income homeowners. And then we also have a home affordability program where we purchase, rehab, resell, and new construction to provide home ownership opportunities. And then over the last few years, we also do workforce development, where we provide high school youth and college students with the opportunity to learn different aspects of the construction trades. As it relates to our specific application for CDBG funds, we applied for $50,000 of Bellevue CDBG funds with the intent to fund our home preservation program.

If you look at last year in the Omaha area, we served close to 280 households serving different populations, and this is just one example of our work. We do a wide range of work, preventative maintenance all the way to significant renovation projects, and a lot of it really depends on the funding. We work with a lot of older adults, a lot of aging in place work, and then we work in certain neighborhoods in the Douglas County area that are in need of additional investment. Our application asked for $50,000 but we're also going to match that with $50,000 of funding that we've already secured for next year, and so the total project to fund 8 to 10 homes in the Bellevue area. I say 8 to 10 because, as we know, we've already seen a 10% increase across construction this year, and we're just anticipating there could be more. And when we say the lesser number, it's just making sure that we're meeting the homeowners' needs as they arise, and we've talked a little bit already this evening about critical repairs, and it really is those health and safety needs, which sometimes maybe one homeowner might get a little bit more than the other one, depending on what the need is, but we are matching $50,000 to with the $50,000 that would be available. Through the CDBG priorities, it's one of the significant priorities in Bellevue, but there's also been a demonstrated desire to increase the capacity for home rehab programs in the community. By coming back in and doing the work, it isn't that we forgot to be here, we've significantly expanded our work in Douglas County. We've successfully completed a capital campaign to expand our offices in South Omaha. We are wanting to come back and bring some dollars that we've raised in Douglas County and be able to use them here as well. Our goal then would be to be able to begin the project whenever funding is available, and they complete that within a 12-month period.

And just for example, we recently received funding through the Iowa West Foundation, and similarly, they gave us $50,000 to match at 50 to do 10 projects over a 12-month period. We're completing that grant successfully here in the next few weeks. We've been in Bellevue before, but we've shown the ability to expand our work, but then also go into other communities, take leverage funds, and then be able to do the outreach that's necessary. We have the staff to be able to do

that, but that is what we're looking to do with the grant. People report high levels of satisfaction for the work we do, but almost every person says it allows them to stay in their home longer, which is kind of the reason. If you can't get those critical repairs done, either you continue to live in a home that isn't desirable, isn't safe, or a lot of people sell their homes when they don't really want to sell their homes.

Committee Questions:

- How do people get steered to you for projects in Bellevue?
    - Like what we've done in Iowa, we typically do a pretty good job working with local partners. I'm sure you'd appreciate it if a low-income owner or homeowner has a housing need, they typically have other needs, so it's working with the local partners, advertising through them. Then if we need to do mailings, we do mailings as well. Typically, what we've done in Council Bluffs is just meet people in the community, find out where the needs are. All the services we provide are at no cost to the homeowner, and so when people find out you're doing free work, you attract attention quickly, and so it's usually just through direct community engagement with partners.
- When was the last time you worked in Bellevue?
    - I think it's been four or five years at least since we've had a CDBG grant. We've done our brush up event here over the years, and so we have that community event where we've worked with homeowners. We've worked with Offit volunteers quite a bit at our community events. It's been a while since we've utilized CDBG fund
- So you wouldn't even start until after the money came through
    - If someone came from Bellevue today and called us and said they needed help, we would come here. We just don't actively work here as much, and so there probably isn't as much knowledge. We've utilized $5 million worth of funding in the area, so we have demonstrated success of being able to take money, leverage it, and then put it back in community, and so that's so we wouldn't necessarily need to wait.
- Since 2016, what projects have you done in Bellevue? Have you done any in the Bellevue area?
    - It would have been through the Brush Up program, nothing specific outside of that. If somebody came to us, we would help them, but usually a lot of our work is targeted either in an area or word of mouth by neighbors
- How would how would they reach out to you?
    - We would look at the local community organizations and work with them and use those hopefully organically to a target. If in the first few months it doesn't seem like that's particularly beneficial, then we do targeted mailings in the area. We just did some in Omaha for some neighborhoods that we're new in and I think we've had 40 or 50 calls just from that which has been successful. I preferably we like to establish relationships with local community organizations, because they know the need the best, and when you have a warm handoff. If they hear free service, they sometimes think they might be getting taken advantage of, and so we prefer to work with a local organization.
- Do you subcontract all the work out?
    - It's a mix, and so we kind of have a hybrid model. We have a director of construction, and then we have three project managers with construction staff, and they'll do like the repairs and like modifications. If it gets into HVAC work or roofing or some more trade specific, then we'll use subcontractors for that.
- Would you look at Bellevue contractors?
    - Yes. More than happy to do that and provide business to the communities that we're in, and it's similar to what we're doing in Iowa.
- So have you received CDBG funding? I mean, elsewhere besides what you've applied for here?
    - We've gotten it pretty consistently over the last few years. We've gotten home funds that we use for purchase, rehab, and resale, so I think over the last five years in Omaha, we reviewed all this about $5 million in funding.
- Abby - we can't purchase property right with CDBG grant money, right? You can't purchase property or homes, you can only improve.
    - You can purchase, it's the new construction. We can't do new construction. I believe this program is only asking for the rehabilitation funding.

- What brought on the rebranding?
    - Good question. So we were doing a capital campaign, so we're right down on 24th and Martha in South Omaha. At the time we were going to do that, we bought our building, we expanded our space, so we have classroom space, and then if you're going to put your name on a building, you want to make sure it's the right name. Since we do a lot of home projects to make sure your home's working well, but we started doing housing development. We've done the workforce development, so we felt like expanding the name that was a little bit broader, made more sense for the organization, so that we could consider other types of affordable housing work. And then also appreciate that it takes a lot of things for someone to be successful in their home, and so we thought it was more representative of our impact in the community
- It is not a national organization?
    - No, just us. Just local.

No additional questions or public comments were heard.

Public hearing concluded at 7:20 p.m.

Notice of Meeting

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE

Notice is hereby given to residents of Bellevue there the CDBG Committee Meeting will meet in regular session on Tuesday, June 9, 2026, at 6:00 p.m. in the 1st Floor Conference Room, located on the first floor of the Bellevue City Offices, located at 1500 Wall Street, Bellevue, NE 68005. The agenda for the meeting is as follows:

- MEETING AGENDA -

1. Call to order.
2. Open Meetings Act – posted in the entry to City Council Chambers.
3. Review of 2026 Allocation, Reallocation of Funds and Application/Project Updates.
4. Review and discussion of 2026 CDBG applications scores and take necessary action.
5. Adjourn.

Minutes from the CDBG Committee Meeting
held June 9, 2026, at 6:00 p.m.
in the 1st Floor Conference Room, City of Bellevue

The CDBG Committee held a regular meeting on Tuesday, June 9, 2026, at 6:00 p.m. in the 1st Floor Conference Room of the City of Bellevue office located at 1500 Wall Street, Bellevue, NE 68005. Present were committee members: Hester, Jenkins, McCaw, Severin, White, and Wees. Staff present was Abby Highland, CDBG Program Specialist.

1. **Call to order.**

   Discussion: The meeting was called to order at 6:30 p.m. by Highland.

2. **Open Meetings Act – posted in the entry to City Council Chambers.**

   Discussion: This meeting is open to the public for attendance and held in accordance with the Open Meetings Act.

3. **Review of 2026 Allocation, Reallocation of Funds and Application/Project Updates.**

   Discussion: Highland updated the Committee regarding the 2026 funding allocation. The 2026 entitlement allocation is $307,019 with $ 1,759 in reallocated funding.

   Highland provided an update to current application and committee questions. My Ol' Friend provided information on trip rates. An update on the projects funded through the Bellevue Economic Enhancement Foundation was also provided.

4. **Review and discussion of the 2026 CDBG applications scores and take necessary action.**

   Discussion: Committee members were presented with a spreadsheet that reflected each member's scoring, the overall ranking and requested funding for the applications received.

   The Committee discussed each project, the proposed budget and requested funding amounts following the rank order.

   The Committee recognized the difficulty in allocating funds during this application cycle; the community needs continue to increase and the applications addressed a serious needs in the community but with limit grant funds were unable to fully fund all projects.

   The Committee approved the proposed funding recommendation as outlined below:

Applicant/Project	Requested Funding	Recommended Funding
Public Facilities and Improvements		
Eastern Nebraska Community Action Partnership – *Bellevue Food Pantry Exterior Safety Project* Request funding for exterior infrastructure improvements including concrete paving and site lighting.	$ 144,354.00	$ 130,000.00
Housing		
Habitat for Humanity of Sarpy County – *Home Repair Program* Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk.	$ 50,000.00	$ 50,000.00
HomeWoven – *Home Preservation Program* Request funding to implement an owner-occupied housing rehabilitation program for critical health/safety repairs for low- and moderate-income homeowners.	$ 50,000.00	$ 27,768.00
Public Services		
Lift Up Sarpy County –*Community Response Programs* Request funding to support the community response and services for families in Bellevue through administration support.	$ 21,530.00	$ 21,530.00
All Seasons Foundation – *Assistance for Vulnerable Adults & Senior Citizens* Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services, transportation, and administration support.	$ 36,960.00	$ 18,480.00
Economic Development		
My Ol' Friend Transportation – *Transportation Expansion Project* Request funding for transportation business expansion through equipment purchase and voucher program	$ 50,000.00	$ 0.00
Administration and Planning		
City of Bellevue - *Administration* Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	$ 61,000.00	$ 61,000.00
TOTALS		
	$ 413,844.00	**$ 308,778.00**

The Committee requested the following requirements be included for the award of funds:

- Eastern Nebraska Community Action Partnership, Bellevue Food Pantry Renovation – The funding provided will be used for concrete improvements to address safety and ADA issues.

- Public service activities – The accomplishment reports need to be specific, quantitative data for persons/households demonstrating the assistance provide to Bellevue residents.

- Housing Rehabilitation activities – The focus would be on encouraging participation and utilization of Bellevue businesses in rehabilitation projects.

The Committee also encouraged My Ol' Friend to seek out additional resources for small business through the Small Business Administration or State of Nebraska Business Initiatives.

5. Adjourn.

Discussion: The meeting adjourned at 6:35 p.m.

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY
OF THE PROPOSED 2026-2027 ACTION PLAN

TO ALL INTERESTED AGENCIES, GROUPS, AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2026-2027 Action Plan of activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs. A public hearing for the purpose of obtaining public comments for the proposed 2026-2027 Action Plan is scheduled for:

Tuesday, July 21, 2026, at 6:00 pm during the Bellevue City Council meeting
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than July 17, 2026.

The third year Action Plan addresses the intended use of $307,019 in 2026 entitlement grant funds and $1,759 in reallocated funding under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during Fiscal Year 2026-2027. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council during the July 21, 2026, council meeting. The following table summarizes the proposed allocations for planned activities in FY 2026-2027:

PUBLIC FACILITIES AND IMPROVEMENTS
Eastern NE Community Action Partnership (Food Pantry Exterior Safety Improvements) $130,000.00
HOUSING
Habitat for Humanity of Omaha (Home Repair Program) $50,000.00
HomeWoven (Home Preservation Program) $27,768.00
PUBLIC SERVICE
Lift Up Sarpy County (Community Response Programs) $21,530.00
All Seasons Foundation (Assistance for Vulnerable Adults) $18,480.00
ADMINISTRATION & PLANNING
City of Bellevue (Program Administration) $ 61,000.00
TOTAL = $ 308,778.00

The proposed Action Plan is available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 2206 Longo Dr, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005; and, City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the 2026-2027 Action Plan and will be accepted until the time of final approval at the July 21, 2026, City Council meeting. All interest parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2026-2027 Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2026.

2026 ACTION PLAN FUNDING RECOMMENDATION

Applicant/Project	Requested Funding	Recommended Funding
Public Facilities and Improvements		
Eastern Nebraska Community Action Partnership – *Bellevue Food Pantry Exterior Safety Project* Request funding for exterior infrastructure improvements including concrete paving and site lighting.	$ 144,354.00	$ 130,000.00
Housing		
Habitat for Humanity of Sarpy County – *HFH Home Repair Program* Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk.	$ 50,000.00	$ 50,000.00
HomeWoven – *Home Preservation Program* Request funding to implement an owner-occupied housing rehabilitation program for critical health/safety repairs for low- and moderate-income homeowners.	$ 50,000.00	$ 27,768.00
Public Services		
Lift Up Sarpy County –*Community Response Programs* Request funding to support the community response and services for families in Bellevue through administration support.	$ 21,530.00	$ 21,530.00
All Seasons Foundation – *Assistance for Vulnerable Adults & Senior Citizens* Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services, transportation, and administration support.	$ 36,960.00	$ 18,480.00
Economic Development		
My Ol' Friend Transportation – *Transportation Expansion Project* Request funding for transportation business expansion through equipment purchase and voucher program	$ 50,000.00	$ 0.00
Administration and Planning		
City of Bellevue - *Administration* Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	$ 61,000.00	$ 61,000.00
TOTALS		
	$ 413,844.00	**$ 308,778.00**

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 47-6006099

5a. Federal Entity Identifier: 47-6006099

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF BELLEVUE

* b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006099

* c. UEI: MGFGXEFM3353

d. Address:

* Street1: 1500 WALL STREET
Street2:
* City: BELLEVUE
County/Parish:
* State: NE: Nebraska
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 68005-3675

e. Organizational Unit:

Department Name: FINANCE DEPARTMENT

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: ABBY
Middle Name:
* Last Name: HIGHLAND
Suffix:

Title: CDBG PROGRAM SPECIALIST

Organizational Affiliation: CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

* Telephone Number: 402-293-3000
Fax Number: 402-293-3058

* Email: abby.highland@outlook.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-25 ENTITLEMENT FUNDING INCLUDES PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, ECONOMIC DEVELOPMENT, AND PROGRAM ADMINISTRATION.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 1 * b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	307,019.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	307,019.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	RUSTY
Middle Name:	
* Last Name:	HIKE
Suffix:	
* Title:	MAYOR, CITY OF BELLEVUE
* Telephone Number:	402-293-3000
Fax Number:	402-293-3058
* Email:	rusty.hike@bellevue.net
* Signature of Authorized Representative:	
* Date Signed:	

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Mr. *First Name: Rusty

Middle Name:

*Last Name: Hike

Suffix:

*Title: Mayor

*Applicant Organization: City of Bellevue, NE

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: *Date:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY
OF THE PROPOSED 2026-2027 ACTION PLAN

TO ALL INTERESTED AGENCIES, GROUPS, AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2026-2027 Action Plan of activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs. A public hearing for the purpose of obtaining public comments for the proposed 2026-2027 Action Plan is scheduled for:

Tuesday, July 21, 2026, at 6:00 pm during the Bellevue City Council meeting
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than July 17, 2026.

The third year Action Plan addresses the intended use of $307,019 in 2026 entitlement grant funds and $1,759 in reallocated funding under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during Fiscal Year 2026-2027. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council during the July 21, 2026, council meeting. The following table summarizes the proposed allocations for planned activities in FY 2026-2027:

PUBLIC FACILITIES AND IMPROVEMENTS
Eastern NE Community Action Partnership (Food Pantry Exterior Safety Improvements) $130,000.00
HOUSING
Habitat for Humanity of Omaha (Home Repair Program) $50,000.00
HomeWoven (Home Preservation Program) $27,768.00
PUBLIC SERVICE
Lift Up Sarpy County (Community Response Programs) $21,530.00
All Seasons Foundation (Assistance for Vulnerable Adults) $18,480.00
ADMINISTRATION & PLANNING
City of Bellevue (Program Administration) $ 61,000.00
TOTAL = $ 308,778.00

The proposed Action Plan is available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 2206 Longo Dr, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005; and, City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the 2026-2027 Action Plan and will be accepted until the time of final approval at the July 21, 2026, City Council meeting. All interest parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2026-2027 Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2026.

16a.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 21, 2026				SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Wash Bay garage door and opener replaced

SYNOPSIS/BACKGROUND:

Police dept wash bay garage door and opener needs replaced.

FISCAL IMPACT: $28,501.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Omaha Door & Window INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the replacement of the wash bay garage door with Omaha Door & Window for the cost of $28,501.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

PROPOSAL BY

Omaha Door & Window Co.,Inc.
4665 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 · Fax (402) 733-8152
E-mail: frontdesk@omahadoor.com • www.omahadoor.com

Date 7/2/2026

To : City of Bellevue Attention Grant Zimmer
Address : 1510 Wall St Telephone W 402-926-8552 C H
City : Bellevue State : NE Zip : 68005 Location

Please sign ONE COPY of this proposal and return. Non Stock or Odd Size Doors WILL NOT be ordered WITHOUT A SIGNED COPY **IMPORTANT** unless specifically stated in the below proposal. the below price does not include preparing of openings, painting or wiring.

Note: All opening preparation, jamb extensions by others.

(1) 20 X 10 Cornell rolling steel Thermiser insulated service door.
24 ga steel both sides flat slats filled with 7/8" urethane insulation R-VALUE=8.0
Light grey polyester enamel finish on curtain slats, all other parts powder coated.
Inside face of wall mount to mason jambs High Cycle Springs
Chain hoist operation with chain fastner. (Padlocks by others)
Weatherstrip on bottom, sides and neoprene baffle inside hood on top.
Curtain designed to meet 20 psf minimum windload and endlocks on alternate slats.
Hood to be 24 ga. galvanized steel with light grey polyester enamel finish.

(1) The Cornell SGHX NEMA 4X 3/4 HP operator provides a robust, corrosion-resistant solution engineered for demanding environments where reliability and durability are essential. Its fully enclosed NEMA 4X housing protects internal components from moisture, dust, and chemical exposure, ensuring long-term performance in washdown, industrial, and exterior applications. Equipped with NEMA 4X photo eyes for enhanced safety, the system delivers precise obstruction detection and seamless integration with controlled-access or high-cycle door systems. This operator offers smooth, efficient operation with a heavy-duty 3/4 HP motor, making it an ideal choice for facilities requiring dependable performance and superior environmental protection.

Omaha Door and Window is not responsible for unhooking and rehooking electrical to garage door operator

TOTAL INSTALLED PRICE- Tax inc. $ 28,501.00 EACH

2 Year Factory WARRANTY from date of shipment.

This bid includes comprehensive insurance coverage considered normal and customary.
Extra charges will apply for coverage above our standard coverage unless noted

Accepted
Quote Valid 7 Days

Michael Smith
OMAHA DOOR & WINDOW CO.,INC.

16b.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/21/2026			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Agreement with K&J ELITE SPORTS TURF, INC for renovation of Haworth North & South ballfields.

SYNOPSIS/BACKGROUND:

The Recreation Department requests K&J ELITE SPORTS TURF, INC to renovate the North & South ballfields located at Haworth due to the heavy rains we have received the last several years, the fields have experienced continuous channeling and erosion.

FISCAL IMPACT:: $39,650.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: K&J ELITE SPORTS TURF, INC. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: 6323 ACCOUNT NUMBER: 10-11-6323

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and K&J Elite Sports Turf, Inc. for the renovation of Haworth North & South ballfields in the amount not to exceed $39,650.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Aimee Bataillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Leanna Persinger

From: Jim Shada
Sent: Wednesday, July 8, 2026 7:58 AM
To: David Goedeken
Cc: Mark Blackburn; Alex Marshall; Leanna Persinger; Brian Hale
Subject: FW: [EXT] Updated estimates for Haworth
Attachments: Haworth north and south field- adjusted.pdf

Dave,
I would like to renovate Haworth North & South ballfields. With the heavy rains we have received the last several years, the fields have experienced continuous channeling and erosion.
K & J Elite sprots Turf has provided us a cost estimate to do this project. We have money in the Recreation ballfield maintenance budget to cover this expense(#6323).
Thank you!
Jim

#6323 - Rec

K&J Elite Sports Turf, Inc
9221 S. 74th St, Lincoln, NE 68516
C: Jeremy 402-802-8290
C: Josh 402-430-3999
kandjelitesportsturf@gmail.com

Customer: City of Bellevue
Haworth Park
Ballfield renovation

Estimate

Date: 7/7/2026

Qty.	Service Description	Unit Price	Total
	Infield grading to reduce crown and prevent continuous channeling and erosion.		
1	Equipment mobilization	$750.00	$750.00
1	Loader rental (per week)	$2,000.00	$2,000.00
	North and South infield		
2	Prep infield for renovation, survey to confirm grading plan, set stakes for correct infield layout	$300.00	$600.00
1	Excavate north infield to reduce crown by 5". Estimated 50 cy of infield to be removed	$1,000.00	$1,000.00
1	Excavate south infield to reduce crown by 6". Estimated 60 cy of infield to be removed	$1,250.00	$1,250.00
2	Apply sand, till to ammend infield and improve soil composition	$750.00	$1,500.00
	Adjust infield sprinklers if necessary (completed by Bellevue staff)		
2	Laser grade infield	$2,700.00	$5,400.00
2	Install new home plate	$100.00	$200.00
2	Install pitching rubber	$100.00	$200.00
2	Install base anchors w/ double 1st base (per distance)	$100.00	$200.00
2	Apply topdressing	$300.00	$600.00
	Materials		
1	26T sand	$1,600.00	$1,600.00
2	Bulldog double sided plate	$350.00	$700.00
2	Bulldog 4way pitching rubber or stanchioned pitching rubber	$250.00	$500.00
2	4 drive-in base anchors w/ whisker plugs (per distance)	$200.00	$400.00
2	New base set w/ attached double 1st base	$700.00	$1,400.00
1	20T Diamond Pro vitrfified topdressing- delivered	$6,800.00	$6,800.00
1	4T Calcined topdressing- delivered	$3,000.00	$3,000.00
	Infield & Equipment Total		**$28,100.00**
	North and South turf replacement		
1	Sod cut and excavate existing turf; 3300 for North field, 5700 for South field	$750.00	$750.00
2	Add topsoil and laser grade	$1,000.00	$2,000.00
	Adjust sprinklers if necessary (completed by Bellevue staff)		
1	Sod installation	$500.00	$500.00
	Materials		
1	39T topsoil	$1,950.00	$1,950.00
1	9000 sf of Bluegrass sod; 3300 for North field, 5700 for South field	$6,350.00	$6,350.00
	Turf Total		**$11,550.00**
	Estimated Total		**$39,650.00**

16c.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 21, 2026			SUBMITTED BY: Councilman Thomas Burns		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Amendment to Policy Resolution No. 9 Regarding Agenda Submission Procedures

SYNOPSIS/BACKGROUND:

The proposed amendments clarify the agenda submission process and the respective legislative and administrative responsibilities of the City Council and City administration. The revisions are intended to ensure a clear and consistent procedure by which City Council members may submit legislative proposals for consideration by the governing body, while preserving the administrative review process for legal, fiscal, and operational analysis and recommendations prior to Council action.

FISCAL IMPACT:: No Fiscal Impact BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the proposed amendments to Policy Resolution No. 9.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

POLICY RESOLUTION 9

COUNCIL MEETING PREPARATION

Recognizing that the individual City Council members wish to be informed and prepared to act upon agenda items and to have the maximum opportunity to investigate and discuss items of Council business, the agenda shall be distributed to the Council on the Wednesday preceding the regularly scheduled Tuesday meetings.

City Council members desiring to place an item on the City Council agenda shall ~~make~~ submit to the City Clerk the ~~request~~ proposed item in writing, ~~to the City Administrator. Council agendas are prepared by the City Clerk under the direction of the City Administrator. City Council member requests shall be written and shall~~ stateing the specific issue, background and ~~shall identify the~~ action the City Council member is requesting to be considered, and containing the signatures of at least one other City Council member sponsoring the item. Supporting written information, whenever available, shall be submitted with the request to the City Clerk ~~Administrator~~ by noon on the Monday that is one week prior to the City Council meeting at which the item will be discussed. If a City Council member wishes to introduce a new ordinance or new resolution affecting policy, the item must be submitted, in its proposed form, to the City Clerk~~Administrator~~ by noon on the Monday that is ~~two~~ three weeks prior to the City Council meeting at which the ordinance or resolution will be introduced. Upon receipt of a proposed item, the City Clerk shall submit it to the City Administrator ~~The timelines outlined above are~~ to allow adequate time for staff to research the item and to~~,~~ provide a cost analysis~~,~~ and ~~a~~ written recommendation.

If the item is declared "of an emergency nature" by the City Administrator, the above timeline may be expedited.

Written supportive information for agenda items shall accompany the agenda. If additional supportive information becomes available after the distribution of the agenda, the City Council may vote to continue the item.

Emergency items may be considered by the City Council and will comply with all statutes for presentation and consideration.

It is in the expressed interest of this City Council to encourage open and public discussion of City Council business between members of the City Council and the public.

Adopted	2/83
Reviewed	1/24/83
	2/11/85
	1/26/87
	1/23/89
	2/25/91
	3/93

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	2/95
	2/97
	2/99
Revised	1/01
Reviewed	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
Revised	7/23/12
Reviewed	1/13
Revised	1/21
Reviewed	03/23
Revised	05/25
Revised	07/26

POLICY RESOLUTION 9

COUNCIL MEETING PREPARATION

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If the item is declared "of an emergency nature" by the City Administrator, the above timeline may be expedited.

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Adopted	2/83
Reviewed	1/24/83
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	3/93
	2/95
	2/97
	2/99
Revised	1/01

Reviewed	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
Revised	7/23/12
Reviewed	1/13
Revised	1/21
Reviewed	03/23
Revised	05/25
Revised	07/26

16d.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2026			SUBMITTED BY: Risk Manager		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

To approve Navigate Wellness as the city's new wellness program provider.

SYNOPSIS/BACKGROUND:

The City's current wellness provider, Lockton, is no longer providing wellness support. Risk Management has identified a successor, Navigate Wellness, that is well established as a wellness program provider. Navigate has an in-depth wellness program for our employees that will bring more program resources to our employees, such as on-line videos for topics like tobacco cessation help and healthy recipes/weight control and many others for issues that may be challenging employees and will help them in their mission to become healthier. Navigate Wellness will roll out a new and improved portal for our employees and is expected to entice more of our employees to join the mission for a healthier workforce.

FISCAL IMPACT:: $20,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: Sept. 1st, 2026 CONTRACT TERM: 3 Year CONTRACT END DATE: Aug. 30th, 2029

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Master Services Agreement (MSA) with Navigate Wellness and authorize the Mayor to sign.

ATTACHMENTS:

1.	MSA Agreement	2.	Schedules A, B, C, & D	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Kimmy Bataillon

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Docusign Envelope ID: 8D805418-E659-844C-81DD-89093499FD4A

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into effective as of July 1, 2026 (the "Effective Date") by and between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions ("Navigate at 140 S. 68th Street, Suite 2200, West Des Moines, IA 50266 and City of Bellevue ("Customer"), located at 1500 Wall Street, Ste. 213 Bellevue, NE 68005. Navigate Wellness and Customer shall collectively be referred to herein as "Parties" and individually as a "Party".

RECITALS

A. Navigate Wellness provides wellness education, wellbeing initiatives, health challenges, competitive events, and tracking services through online, web-based tracking tools and related technology and distributes and licenses said products to third parties for use by their employees and participants;

B. Customer provides wellness programs to its participants;

C. Navigate Wellness desires to license certain wellness and health programs and services to Customer and Customer desires to license certain wellness and health programs of Navigate Wellness for use by Customer's participants.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the Parties agree as follows:

1.0 SERVICES

1.1 Navigate Wellness hereby licenses to Customer the non-exclusive right to use the Navigate programs set forth and described on Schedule A attached hereto (the "**Navigate Programs**") for use by the Customer's participants designated on Schedule A attached hereto (the "**Participants**"). Navigate Wellness will also provide the services related to the Navigate Programs as described on Schedule A (the "**Services**"). The license granted to Customer under this Section 1.1 shall not include or apply to any part of any services or programs of Navigate Wellness that is not expressly included and described on Schedule A. Customer is prohibited from rebranding the Navigate Programs or from sublicensing or selling the Navigate Programs to third parties. Navigate Wellness retains all right, title and interest in and to the Navigate Programs.

2.0 CUSTOMER DUTIES

2.1 Customer shall purchase as set forth in Schedule A and use the Navigate Programs only in a manner consistent with the terms and conditions of this Agreement and such use shall be limited solely to use of the Navigate Programs by the Customer's Participants. Customer shall provide complete and accurate information as requested by Navigate Wellness, including Participant information, necessary for Navigate Wellness to perform the Navigate Programs and to perform its obligations under this Agreement. Customer represents and warrants that any information, deliverables or other items provided to Navigate Wellness for use in the promotion or implementation of the Navigate Programs do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person or entity. Customer shall only provide information regarding the Navigate Programs to third parties as agreed to by Navigate Wellness. Customer shall not make any representations, warranties, claims, guarantees, or commitments with respect to the Navigate Programs in addition to, inconsistent with, or beyond those that have been agreed to by Navigate Wellness. Customer agrees to defend and hold harmless

Docusign Envelope ID: 8D805418-E659-844C-81DD-89093499FD4A

Navigate Wellness from any claim relating to the inaccuracy or misleading nature of any information or content provided by Customer for use or incorporation into the Navigate Programs or the Website ("**Customer Content**"), any claim relating to the infringement of the Customer Content of any intellectual property of any third party, or any claim relating to any representation, warranty, guaranty or similar claim or other commitment with respect to the Navigate Programs made by Customer that are additional to or inconsistent with any existing representation, warranty, guaranty or similar claim or commitment in this Agreement or any other written documentation provided by Navigate Wellness to Customer.

3.0 TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date. The Navigate Programs will begin on September 1, 2026 or the portal launch date, whichever comes first, and shall continue for three (3) years thereafter or as may be extended from time to time as provided in this Section 3.1, unless terminated earlier pursuant to any of this Agreement's express provisions (the "**Initial Term**"). Following the Initial Term, this Agreement shall auto-renew for subsequent one (1) year terms subject to the same terms and conditions unless either Party provides the other Party with at least ninety (90) days written notice before the expiration of the then current term stating its intention to modify or terminate the Agreement effective as of the date of expiration of the then current term, in which case the receiving Party shall have sixty (60) days to accept the terms offered, negotiate mutually acceptable alternative terms or acknowledge cancellation of the Agreement at the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3.2 Either Party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days of delivery to the breaching Party of written notice describing such breach to the other Party.

3.3 Either Party may immediately terminate this Agreement by giving written notice to the other Party if: (a) the other Party becomes insolvent or has a petition brought by or against it under the bankruptcy or insolvency laws of any jurisdiction; (b) the other Party makes an assignment for the benefit of creditors; or (c) if a receiver, trustee or similar agent is appointed with respect to any property or business of the other Party.

3.4 Upon termination or expiration of this Agreement, Customer and its Participants shall have no further access to the Navigate Programs and shall immediately cease use of any Navigate Programs, Navigate Marks and content provided. Navigate Wellness will provide final reports using the Navigate standard reporting forms reflecting final activity of the Navigate Programs.

3.5 Upon termination or expiration of this Agreement, (a) all rights, licenses and authorizations granted by Navigate Wellness to Customer shall immediately terminate and Customer and its Participants shall cease using any Navigate Programs, (b) Customer shall cease using or distributing any materials relating to the Navigate Programs or which use or refer to any Navigate Mark, and (c) Customer shall immediately return or destroy all Confidential Information of Navigate Wellness in the possession of Customer.

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4.0 PRICE, PAYMENT AND PERFORMANCE AND SECURITY GUARANTEES

4.1 Prices and fees for the Navigate Programs and Services and any additional payment requirements shall be as set forth on Schedule A attached hereto.

4.2 Navigate Wellness will commence invoicing Customer for the Navigate Programs and Services as outlined in Schedule A. The invoicing of the monthly portal fee, whether Per Eligible Per Month ("**PEPM**") or flat fee, will commence on September 1, 2026 or the portal launch date, whichever comes first. Customer purchases the Navigate Programs with a maximum of 499 eligible lives as set forth in Schedule A. Subject to the terms and conditions hereof, Customer shall pay invoices received from Navigate Wellness within thirty (30) days of the date of receipt by Customer of such invoice. Interest shall accrue at the rate of four percent (4%) per annum on the balance of any invoices that remain unpaid within thirty (30) days of the date of the invoice. Notwithstanding any provision in this Agreement to the contrary, and in addition to any other remedies available to Navigate Wellness, Navigate Wellness may cease providing Navigate Programs under this Agreement if any invoice remains unpaid in full sixty (60) days after the date of the invoice. Navigate Wellness shall not be obligated to commence Navigate Programs until all invoices have been paid in full. The Parties shall work together to mutually resolve any disputes arising with respect to any invoice.

4.3 Navigate Wellness reserves the right to require Customer to pre-fund an account maintained at Navigate Wellness prior to the issuance of rewards mall credits. Navigate Wellness shall determine whether pre-funding is required based on criteria established from time to time by Navigate Wellness. Navigate Wellness will communicate directly to Customer if pre-funding is required. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all rewards mall credits initiated by Customer prior to utilizing any rewards mall credits for which pre-funding is required. Promptly following any termination of this Agreement pursuant to Section 3, Navigate Wellness shall refund to Customer the amount, if any, previously pre-funded by Customer that exceeds the total costs that remain owing and payable by Customer as of the termination of this Agreement.

4.4 All payments must be made in United States dollars. Schedule A fees do not include any applicable sales, use or similar taxes. Customer shall be solely responsible for the payment of any applicable sales, use or similar taxes relating to the Navigate Programs.

5.0 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

5.1 All right, title and interest in and to the Navigate Programs and all materials and services provided thereunder, including, without limitation, all text, graphics, animation, audio and/ or digital video components and all other components of the Navigate Program and related services, and any website of Navigate Wellness devoted to or used in connection with such Navigate Programs and/or related services (the "**Website**") and the Software (as defined below) (the Website and Software together referred to as the "**Content**"), including without limitation, any copyrights, trade secrets and other intellectual property rights therein, is and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not create or develop any program or service that uses all or any part of the Content in any manner for any purpose unless expressly granted by Navigate Wellness in writing.

5.2 All right, title and interest in and to any computer code developed by Navigate Wellness (both source and object), including, but not limited to, all interfaces, navigational devices, menus, menu structures of arrangement, icons, help and other operational instructions and the literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise

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effect the Content in the Navigate Programs and the related services (the "**Software**"), along with any copyrights, trade secrets and other intellectual or industrial property rights, are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. Customer shall not modify, decompile, disassemble, reverse engineer or reconstruct, reconfigure or develop derivative works based upon any of the Software, Content or related documentation or other intellectual property of Navigate Wellness or its licensors, as the case may be.

5.3 All right, title and interest in and to all Navigate Marks are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The term "**Navigate Marks**" shall mean any names, trademarks, trade names, service marks, logos, or similar proprietary rights owned or developed by Navigate Wellness including, without limitation, the tradenames and trademarks set forth on Schedule B.

5.4 Customer shall not use the Navigate Marks for any purpose unless expressly granted by Navigate Wellness in writing. Nothing in this Agreement shall be construed a transfer of grant to Customer any right, title, interest, or license in or to any intellectual property of Navigate Wellness, including the Navigate Marks, except as expressly provided in this Agreement.

5.5 Any ideas, discoveries, inventions, patents, products, copyright works or other information (collectively "**Work Product**") developed in whole or in part in connection with the Navigate Programs provided under this Agreement will be and remain the exclusive property of Navigate Wellness.

5.6 Both during the Term and at any time thereafter, Customer agrees to execute and deliver any documents reasonably requested by Navigate Wellness to affect any of the provisions of this Section.

5.7 Customer acknowledges that Navigate Wellness and/or its licensors, as the case may be, retain exclusive rights in and ownership of the Navigate Programs, Content, Software, related services and the Navigate Marks, and all intellectual property and goodwill associated therewith. Nothing in this Agreement shall be construed to transfer or grant to Customer any right, title, interest or license in or to the Navigate Programs, Content, Software or the Navigate Marks.

5.8 Customer acknowledges and agrees that any breach, attempted breach or repudiation of this Section 5.0 (Proprietary Rights and Intellectual Property) by such Party would produce irreparable harm to the other Party, for which no adequate remedy would exist at law. The Parties agree that specific performance and/or injunctive relief shall be remedies available to the Parties to enforce the terms of this Section 5.0 or to prevent the breach, attempted breach or repudiation of any provision of this Section 5.0. Such remedies shall be in addition to any other remedies that the Parties may have under this Agreement, at law, in equity or otherwise.

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6.0 CONFIDENTIALITY

6.1 In connection with this Agreement, each Party (the "Disclosing Party") may disclose or make available Confidential Information to the other Party (the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including but not limited to information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential;" provided that Confidential Information shall not include information that: (i) is or becomes generally available to the public through no wrongful act of Receiving Party, (ii) was in the rightful possession of Receiving Party prior to Disclosing Party's disclosure (provided that such prior possession can be substantiated by Receiving Party), (iii) was rightfully obtained from a third party having no obligation to Disclosing Party to maintain confidentiality of such information; or (iv) is independently developed by Receiving Party without reference to or reliance upon the Confidential Information. Without limiting the foregoing, the Navigate Programs, Content, and Software are the Confidential Information of Navigate Wellness.

6.2 Receiving Party shall hold the Confidential Information in strictest confidence and exercise commercially reasonable efforts to protect the confidentiality of the Confidential Information and, at a minimum, Receiving Party will take such action to protect the Confidential Information as Receiving Party takes to protect the confidentiality of its own similar confidential information. Unless compelled by legal process (subject to subsection 6.3 below), Receiving Party shall not, at any time, directly or indirectly, disclose any Confidential Information to any third party or use any Confidential Information for its own benefit or the benefit of any third party; provided, however, that Receiving Party may disclose Confidential Information to only those of its directors, officers, employees and representatives who need to know such information for the sole purposes of fulfilling the purposes of this Agreement (but only to the extent strictly necessary to carry out the purposes for which such information is disclosed); provided, further, that Receiving Party shall be liable for any breach of this Agreement by such directors, officers, employees and representatives. Customer and its directors, officers, employees and representatives shall only use the Confidential Information to fulfill the purposes of this Agreement and under no circumstances shall any of them use such information in any manner or for any purpose competitive with Navigate Wellness or the Navigate Programs.

6.3 If Receiving Party becomes legally compelled to disclose any Confidential Information it shall provide Disclosing Party with prompt written notice of such requirement prior to disclosure so that Disclosing Party may seek appropriate relief. If such relief is not obtained, Receiving Party will then furnish only that portion of the Confidential Information that Receiving Party is legally required to furnish and shall use commercially reasonable efforts to assist Disclosing Party in obtaining assurances that such Confidential Information will be accorded confidential treatment.

6.4 The Confidential Information and all of the rights therein or related thereto are, and shall at all times remain, the property of Disclosing Party. Nothing in this Agreement shall be construed as granting to Receiving Party any right, title or interest, by license or otherwise, in, to or associated with any Confidential Information.

6.5 Upon the expiration or termination of this Agreement for any reason whatsoever, or upon Receiving Party's earlier request, Receiving Party shall promptly return to Disclosing Party all

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Confidential Information (including, except as hereafter provided, all copies thereof in any form whatsoever).

6.6 Each Party acknowledges that any violation of the provisions of this Section by Receiving Party may cause Disclosing Party immediate and irreparable damage for which Disclosing Party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, Disclosing Party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate. Disclosing Party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The Parties agree that such equitable relief will be in addition to any damages or other remedies provided by law and otherwise available to Disclosing Party.

6.7 For any Personal Information subject to the California Consumer Privacy Act of 2018 (CCPA), Navigate Wellness shall not: sell the personal information; retain, use, or disclose the personal information for any purpose other than for the specific purpose of performing the Services; retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services; or retain, use, or disclose the information outside of the direct business relationship between Navigate Wellness and the Customer. Navigate Wellness certifies that it understands these restrictions and will comply with them.

7.0 BUSINESS ASSOCIATE ADDENDUM

7.1 To the extent that the activities of Customer and Navigate Wellness make them subject to the Health Insurance Portability and Accountability Act ("HIPAA") and/or the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Parties agree to abide by the terms of the applicable Business Associate Addendum as set forth on Schedule C or Schedule D. The Business Associate Addendum on Schedule C shall control when the Customer meets the definition of a Covered Entity as set forth in 45 CFR § 160.103. The Business Associate Subcontractor Addendum on Schedule D shall control when the Customer meets the definition of a Business Associate as set forth in 45 CFR § 160.103. To the extent that Customer is neither a Covered Entity nor Business Associate, the Parties shall not be bound by the terms of Schedule C or D.

8.0 BRANDING

8.1 Customer shall not have any right to use any Navigate Marks in any way or in any advertising or other materials provided to third parties, unless Navigate Wellness provides its prior written consent to the same, and subject at all times to the applicability of Section 5.0. Navigate Wellness will have a reasonable amount of time to review and approve all proposed Website content and advertising or promotional material utilizing the Navigate Marks in connection with the Navigate Programs. Navigate Wellness will have the right to object or correct such Website content and advertising or promotional material within a reasonable amount of time after receiving copies of such materials. Customer shall promptly notify Navigate Wellness in writing of any unauthorized use or infringement of any Navigate Mark of which Customer is or becomes aware. Customer agrees that the Navigate Programs, related services and any related deliverables, the Website, advertising or promotional materials or any other content or materials relating to the Navigate Programs or the related services incorporating any Navigate Mark shall bear such trademark and/or copyright notices as Navigate Wellness may require. Customer shall not alter, amend or remove any such trademark and/or copyright notices from any such related deliverables,

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Website, advertising or promotional materials or other materials or content relating to the Navigate Programs or the related services without the prior written consent of Navigate Wellness.

8.2 With the prior written consent of Navigate Wellness, Customer may use its own name, trademarks, trade names, service marks, logos or other proprietary designations of Customer ("**Customer Marks**") on any marketing and advertising materials used in connection with the Navigate Programs or Website, as such use is mutually agreeable to the Parties hereto.

8.3 Customer grants to Navigate Wellness a royalty-free, non-exclusive license to use and display, during the Term, the Customer Marks pre-approved by Customer for the purpose of providing the Navigate Programs and the Services under this Agreement; provided, however, such license is limited solely for use in connection with the Navigate Programs and any advertising or other promotional activities relating thereto.

8.4 Neither Party shall (a) issue any news release or public communication referencing the other Party or its affiliates (or their activities with the other Party), or (b) quote the opinion of any employee, subcontractor and/or other representative of the other Party, and/or (c) disclose the existence of this Agreement or the relationship between the Parties, unless such Party has first provided a copy of the proposed news release, public communication, advertising or other applicable material to the other Party and has obtained the prior written consent of the other Party to the same. In the event that a Party is obligated to issue a press release due to legal or regulatory requirements, the other Party shall not prevent the issuance of such press release provided that such Party has an opportunity to review such press release and that the contents of such press release are factually accurate.

9.0 LIMITATION OF LIABILITY; WARRANTIES

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (WHETHER FORSEEABLE OR NOT), ARISING OUT OF OR IN CONNECTION WITH THE NAVIGATE PROGRAMS OR THIS AGREEMENT. THE TOTAL LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO NAVIGATE WELLNESS FOR THE NAVIGATE PROGRAMS AND SERVICES PERFORMED UNDER THIS AGREEMENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.

9.2 THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND NAVIGATE WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS RELATING TO THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND SUCH DELIVERABLES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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10.0 GENERAL

10.1 Entire Agreement. This Agreement and the Schedules attached hereto, which are hereby incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written.

10.2 Survival of Terms. Regardless of the circumstances of termination or expiration of this Agreement, the provisions of this Agreement which by its nature extend beyond the termination or expiration hereof will survive according to their respective terms, including, but not limited to, the provisions of: 5.0 ("Proprietary Rights and Intellectual Property"), 9.0 ("Limitation of Liability; Disclaimer of Warranties"), and 10.0 ("General"). Section 6.0 ("Confidentiality") shall survive indefinitely.

10.3 Relationship of the Parties. Navigate Wellness, its employees, subcontractors and other representatives (collectively, "Personnel") shall act solely as independent contractors in relation to Customer and its affiliates. Nothing in this Agreement, any Schedule or other attachment hereto constitutes or should be construed as creating a partnership, joint venture, principal-agent, or an employer-employee relationship between Customer or its affiliates and Navigate Wellness or its Personnel.

10.4 Non-Solicitation. During the term of this Agreement, and for a period of one (1) year immediately thereafter, Customer agrees not to solicit any employee or independent contractor of Navigate Wellness with whom Customer had material, direct contact as a direct result of the performance of the Services in the immediately preceding twelve months on behalf of any other business enterprise, nor shall Customer induce any employee or independent contractor associated with Navigate Wellness such person to terminate or breach an employment, contractual or other relationship with Navigate Wellness. Notwithstanding the foregoing, Customer may employ or engage such individuals who have made an unsolicited approach to Customer, or who have replied to a general solicitation or public job posting not specifically targeted to either that individual or to employees, independent contractors, or consultants.

10.5 Force Majeure. No Party to this Agreement shall hold the other Party liable for failure to comply with any of the terms or provisions of this Agreement (other than a failure to make any payment due hereunder) where such failure to comply has been caused by a "force majeure" event, which shall mean an act of God, force of nature, fire, or other casualty, pandemic, expropriations or war-like activity, utility failure, insurrection, or civil commotion, shortage of raw materials or supplies, labor strikes or unrest, or other similar act or event beyond the other Party's reasonable control.

10.6 Amendments; Waivers, Assignment. No waiver of any term or condition of this Agreement shall be valid unless in writing and signed by an authorized representative of both Parties, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both Parties. Neither Party may assign any of its rights under the Agreement, voluntarily or involuntarily, except (a) with the consent of the other Party, which shall not be unreasonably withheld; (b) by merger, consolidation, dissolution, or operation of law; (c) to a person or entity that acquires all or substantially all of its assets; or (d) to a parent company or any affiliate or subsidiary, provided that any such assignee agrees in writing to be bound by the terms of the Agreement. Any purported assignment of rights in violation of this Section is void. Any

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assignment in violation of the preceding sentence shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

10.7 Notices. Any notice required under or permitted by this Agreement must be delivered by certified or registered mail, return receipt requested, postage prepaid or by facsimile transmission and addressed as follows or to such other addresses as may be designated by notice from one Party to the other, all such notices being effective on the date received or, if mailed as set forth above, three (3) days after the date of mailing:

(a) if to Customer:
City of Bellevue
Attn: [Name, Title] _____
[Address] _____
[City], [State] [Zip] _____

(b) if to Navigate Wellness:
Navigate Wellness, LLC
Attn: Troy W. Vincent
140 S. 68th Street, Suite 2200
West Des Moines, Iowa 50266

With copy to:
Thomas D. Johnson
BrownWinick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309

10.8 Severability; Headings. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid, void or unenforceable, it will be severed from the rest of the Agreement and a new provision will be deemed added to this Agreement to accomplish to the extent possible the intent of the Parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect and shall not affect the interpretation of this Agreement.

10.9 Remedies. Except as may be otherwise provided in this Agreement, the rights or remedies of the Parties hereunder are not exclusive, and either Party is entitled alternatively or cumulatively, subject to the other provisions of this Agreement, to damages for breach, to apply for an order from an appropriate court requiring specific performance, or to any other remedy available at law or in equity.

10.10 Governing Law. This Agreement is governed by and construed in accordance with the applicable laws of the State of Nebraska (excluding any conflict of laws rule or principle which might require application of the laws of another jurisdiction).

10.11 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Both Parties agree that the receipt of a facsimile signature or a PDF format signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in the Agreement. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.

[Signature Page to Follow]

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[Signature Page for Master Services Agreement]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Navigate Wellness:
Navigate Wellness, LLC

By: DocuSigned by: Fred Opp C7FF2E4AD1D74F3...

Name: Fred Opp

Title: SVP of Finance

Date: 7/14/2026

City of Bellevue

By: _____

Name: _____

Title: _____

Date: _____

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Product level overview

Navigate engagement platform

Portal features

A private-labeled wellbeing portal that serves as an interactive hub for your program and provides participants with easy, engaging access to information and resources.

Year-round portal access:

- Year-round tracking (activity, hydration, sleep, nutrition, steps and weight)
- Recipe database with local food deals
- Fitness video database
- Wellbeing article database
- Wearable device/app integration
- Private-labeled portal (includes logo and URL)
- Access to the Navigate Wellbeing app
- Administrative analytics dashboard with reporting
- Event scheduler
- Incentive management
- Send your own targeted email communications
- Challenges
- Photo gallery
- Landing page
- Hub and featured posts
- Reporting (year-end, challenge)
- Personal challenges
- Social wall
- Custom color scheme
- Pulse surveys
- Video learning
- Custom incentive tracking

$15,000 Annual Fee (3-year commitment) Fee based on a maximum of 499 eligible lives.

Benefit incentive tracking table

Ability to display and reward completion status of benefit design activities for participation-based program designs.

Custom benefit Includes:

- Group and individual challenge tracking
- Wellbeing Survey
- Biometric display
- Physician forms
- Annual physical
- Age/gender screening
- Client-specific program requirements and incentive tracking
- Tobacco affidavit
- Video learning tracking
- Population segment programs (3)
- File feeds (3rd Party or client specific) (10)
- Completion awarding (monthly)
- Form approvals (admin)
- Must be in approved Navigate standard file format

Included

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Resource hub

Make your platform the hub of your program with links to third-party resources, benefits information, and other sites or documents that would be useful to your participants

Includes:

- Allows for cross communication of additional benefits and/or health resources associated with program (i.e. Carrier portal, 401k portal, EAP)
- Up to 8 posts included
- Link to resources/PDFs
- Updated monthly or quarterly or upon request

Included

Wellbeing Survey

Navigate's take on a Health Risk Assessment is a series of questions based on The 8 Pillars of Wellbeing: balance, community, financial, mindfulness, nutrition, physical, purpose, and social.

Includes:

- A simple, intuitive user experience
- Participants are guided through a series of lifestyle health question.
- Available online and through our mobile apps
- Completed in minutes
- Survey "serves up" actionable personal challenges and information to help drive behavior change
- End-of-year aggregate employer reporting and real-time dashboard

Included

Customization available, cost to be quoted

Biometric data integration

A convenient, centralized location where your participants can review third-party biometric data.

Includes:

- Display third-party biometrics to participant
- Color-coded risk status based on national standards
- View information on each measure
- End of year aggregate employer report
- Display historical data
- Must be in approved Navigate standard file format

Included

Physician forms

Track annual preventive care visits with a physician form that also collects biometric data.

Includes:

- Submission of forms is only available through the participant uploading to the portal
- Complete data will be uploaded into portal
- Biometric display for individual will be available within 10 business days from submission
- Forms will be processed "as-is"
- Physician forms must be Navigate's form
- Additional fees apply for custom forms

$8 per form processing fee for physician forms with biometric data only

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Challenges

Our diverse challenge library is built to provide comprehensive wellbeing resources based on our Power of 8 philosophy. Select the challenges that best fit your culture and goals.

Group population-based challenges:

- Up to (4) standard population-based challenges
- Custom dates
- Team or individual participation options
- Leaderboards
- Library of standard challenges to choose from
- Complete marketing campaigns included

Snap challenges:

Create your own steps, activity, or weight challenge with our Snap Challenge tool. Whether you're looking for a custom challenge for yourself, friendly competition one-on-one, or want the motivation and support of a group, building your own challenge is a great way to work on your health and have fun with your teammates.

Individual/personal challenges:

Pillars of Wellbeing personal challenges – Large library of individual challenges that provide balanced, robust resources for every participant, no matter where they are on their personal journey.

Challenge stakes:

Stakes are intended to be a tool to enhance intrinsic motivation and promote the socio-competitive potential of wellbeing activities. In no way is this tool intended or allowed for the use of gambling

Included

Pulse Surveys

A simple and effective participant survey tool built into your Navigate platform designed to take the "pulse" of your population.

Create custom surveys to gather actionable data on your population, programs, benefits and more

- Schedule surveys over time to collect multiple data points to track trends
- Get real-time feedback on your program and anything else you'd like to ask about
- Up to 12 pulse surveys per year

Included

Video Learning

Video courses with corresponding quizzes that address personal health risks with engaging information provided by Navigate's wellbeing experts.

Course topics

- Metabolic Syndrome
- Heart Health
- Weight Management
- Physical Activity and Nutrition
- Tobacco
- Mental Health
- Resilience

Each program consists of:

- Video-based learning modules
- Courses vary in timing from 1 day to 8 weeks
- Many courses include quizzes and action plans

Included

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Marketing and communications

Wellbeing program marketing materials

Promotional materials to inform and educate participants about the wellbeing program, drive enrollment in group challenges and motivate completion of program requirements.

Standard offerings include:

Program communications

- Portal launch flyer (1) †
- Program launch email (1) †
- Program overview (1) ‡
- Quarterly check-in emails (4) †
- Rewards Mall redemption reminders (if applicable) *
- Rewards Mall promotional emails (if applicable) *
- Rewards Mall guide
- Monthly wellbeing newsletters (12) *

Challenge promotions

- Registration emails (4) *
- Poster *
- Digital screen *
- Challenge guide (fixed)
- Weekly recording reminders (fixed) *
- Weekly newsletter (fixed) *
- Completion emails

Client-branded options include

* Customization not standardly available because of system generated messages and personalization options. Client branding still applies. Customization would require a scope of work.

† Branded materials include client logo and custom URL to direct to platform.

‡ Overview includes customized program requirements and incentive information. Also includes two standard rounds of revisions. Additional revisions may incur additional fees.

Delivery, working files, and custom request

Standard delivery of all Navigate marketing materials are through digital format. Should you need custom marketing materials, native files or printed materials, Navigate will provide scope and quote of said service.

Included

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Administrative support

Administrator resource center

A dashboard within the Navigate online platform that provides a set of downloadable reports and easy-to-understand dynamic charts and graphs.

Reporting and analytics:

Standard reporting is made available in two methods.

- A real-time analytics dashboard that displays aggregate analytics data in an easy to understand chart and graph based dashboard.
- A reporting system that allows our clients to ad-hoc run more than 20 different reports that provide line-item level data on a wide variety of aspects of the program and platform. Reports can be saved for later, scheduled and downloaded into csv formats.

Custom reporting outside of standard reports available, fee may apply.

Included

Call center support

A toll-free number and inbound customer service inbox.

Available for eligible population who have questions related to use of the wellness portal:

- Hours of operation: 7:00 a.m. – 7:00 p.m. CST
- Closed standard holidays
- Custom email/phone/script/year-end reporting
- Telephonic translation services are available and will be handled on a project-by-project basis to define requirements and scope

*Additional fees apply

Included

Cost to be quoted for translation services.

Account management team

Full support from an Account Manager and Account Coordinator, from implementation through end of program.

Available as dedicated support for:

- Program implementation
- Communication management
- Administrative portal maintenance
- Program strategy support
- Client services

Included

Implementation

Includes:

- Implementation, discovery, and strategy session
- Implementation project plan for the full program year
- Communications outline and timeline
- Portal review at 30 days to launch
- Review of strategic 3rd party vendor integrations
- One recorded participant webinar available to introduce the participants to the web platform.
    - Live webinar options available upon request, Additional fees may apply.

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Eligibility

Includes: • File feed in Navigate format. • Monthly updates delivered via SFTP	**Included**

Custom opportunities

Custom reporting

Custom report requests will be handled on a project-by-project basis to define requirements and scope. Additional fees may apply.	**Cost to be quoted**

Custom marketing

Custom marketing requests and translation services will be handled on a project-by-project basis to define requirements and scope. Additional fees may apply.	**Cost to be quoted**

Custom challenges

Includes: • Implementation, discovery, and strategy session • Implementation project plan for the full program year • Communications outline and timeline • Portal review at 30 days to launch • Review of strategic 3rd party vendor integrations	**Cost to be quoted** **$1,500 minimum**

Additional opportunities

On-site representation

Have a Navigate representative attend an on-site event.	**$500 per person per day + cost of travel**

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Overview of fees

3-year commitment	Spouses included Complimentary	
Annual Fee	Fee based on a maximum of 499 eligible lives	**$15,000**
Implementation		
One-time fee		**~~$3,000~~ Waived**
Buy-up options		
SSO inbound/outbound (per connection)		**$2,000 (1 connection waived)**
Physician form (per form)		**$8.00**
Payment Schedule		

- **Annual Fees billed on a monthly basis and based on a full population monthly eligibility file**
- **Physician forms (optional) to be billed on a monthly basis**

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SCHEDULE B – Navigate Wellness TRADEMARKS

A) Live Healthy America

B) Navigate Wellbeing

C) Ignite

D) Power of Eight

E) Live Amplified

F) Well Money

G) Navigate Wellbeing Solutions

H) Navigate

I) Be the Spark

J) Spark Something Incredible

K) Wellbeing Your Way

L) Do Good Things

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SCHEDULE C

HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent that Customer is a Covered Entity as defined in the HIPAA Privacy Rule (45 CFR § 160.103), the parties agree to the following terms of this Business Associate Addendum ("**BAA**"). The Effective Date of this BAA shall be the Effective Date of the Master Services Agreement between the parties.

RECITALS

A. Customer is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**"); for the purposes of this HIPAA Business Associate Addendum Customer is referred to as "Covered Entity."

B. Navigate Wellness is a "Business Associate" as that term is defined under HIPAA. Business Associate performs Services for or on behalf of Covered Entity, and in performing said Services; Business Associate creates, receives, maintains, or transmits Protected Health Information ("**PHI**"); for the purposes of this HIPAA Business Associate Addendum Navigate Wellness is referred to as "Business Associate."

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Covered Entity, Covered Entity is required under HIPAA to enter into a BAA with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. "**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

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1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. "**Security Incident**" shall have the meaning given to such term under 45 C.F.R. § 164.304.

1.7. "**Services**" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associates which may be in effect now or from time to time ("**Underlying Agreement**"), or, if no such agreement is in effect, the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

1.8. "**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. "**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. "**Workforce"** shall have the meaning given to such term under 45 C.F.R. § 160.103.

1.11. "**Person**" has the same meaning as the term "person" in CFR §160.103.

1.12. "**Reproductive Health Care**" has the same meaning as the term "reproductive health care" in 45 CFR §160.103.

ARTICLE 2: OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business

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Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2. Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI. Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5. Reporting Non-Permitted Use or Disclosure.

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon request of Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the

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Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate agrees to provide to Covered Entity proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Covered Entity has informed Business Associate that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors. Business Associate shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

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2.11 Reproductive Health Care

2.11.1 In accordance with 45 CFR §164.509, Business Associate may use or disclose PHI potentially related to Reproductive Health Care for health oversight activities (as defined in 45 CFR §164.512(d)), judicial and administrative proceedings (as defined in 45 CFR §164.512(e)), law enforcement purposes (as defined in 45 CFR §164.512(f)), or for purposes of identifying a deceased person (as defined in 45 CFR §164.512(g)(1) so long as such use or disclosure does not violate Section 2.11.2 and Business Associate obtains an attestation that meets the requirements of 45 CFR §§164.509(b) and (c).

2.11.2 Notwithstanding Section 2.11.1, Business Associate will not, in accordance with 45 CFR §164.502(a)(5)(iii), use or disclose PHI relating to (a) a criminal, civil, or administrative investigation into any Person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; (b) the imposition of criminal, civil, or administrative liability on any Person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; or (c) the identification of any Person for any purpose described in Section 2.11.2(a) or Section 2.11.2(b).

ARTICLE 3: TERM AND TERMINATION

3.1. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Covered Entity terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

3.2.1. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon written notice to Business Associate; or

3.2.2. Upon written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination or Expiration.

3.3.1. Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity

3.3.2. If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining

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PHI that Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 4: MISCELLANEOUS

4.1. Amendment to Comply with Law. This BAA shall be deemed amended to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to the Underlying Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.3. Relationship of Parties. Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

4.4. Survival. The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

4.5. Applicable Law and Venue. This BAA shall be governed by and construed in accordance with the laws of the State of Nebraska (without regards to conflict of laws principles).

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SCHEDULE D

BUSINESS ASSOCIATE SUBCONTRACTOR ADDENDUM

To the extent that Customer is a Business Associate as defined in the HIPAA Privacy Rule (45 CFR § 160.103), the parties agree to the following terms of this Business Associate Subcontractor Addendum ("**BAA**"). For the purposes of this BAA, Customer shall be "**Business Associate 1**" and Navigate Wellness shall be "**Business Associate 2**" each a "**Party"** and collectively, the "**Parties**". The Effective Date of this BAA shall be the Effective Date of the Master Services Agreement between the parties.

RECITALS

A. Business Associate 1 is a "Business Associate" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

B. Business Associate 2 performs Services for or on behalf of Business Associate 1, and in performing said Services; Business Associate 2 creates, receives, maintains, or transmits Protected Health Information ("**PHI**");

C. The Parties intend to protect the privacy and provide for the security of PHI Disclosed by Business Associate 1 to Business Associate 2, or received or created by Business Associate 2, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

D. As a Business Associate 1, Business Associate 1 is required under HIPAA to enter into a BAA with Business Associate 2 that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

In consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

"**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

"**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

"**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate 2 or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

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"**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

"**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

"**Security Incident**" shall have the meaning given to such term under 45 C.F.R. § 164.304.

"**Services**" shall mean the services for or functions on behalf of Business Associate 1 performed by Business Associate 2 pursuant to any service agreement(s) between Business Associate 1 and Business Associate 2(s) which may be in effect now or from time to time ("**Underlying Agreement**"), or, if no such agreement is in effect, the services or functions performed by Business Associate 2 that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

"**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

"**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate 2's internal operations, as set forth in 45 C.F.R. § 160.103.

"**Workforce"** shall have the meaning given to such term under 45 C.F.R. § 160.103.

ARTICLE 2: OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate 2 shall not Use or Disclose PHI other than for the for the purposes listed on the signature page hereto for performing the Services, as permitted or required by this BAA, or as Required by Law. Business Associate 2 shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Business Associate 1. However, Business Associate 2 may Use or Disclose PHI (i) for the proper management and administration of Business Associate 1; (ii) to carry out the legal responsibilities of Business Associate 1, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate 2 obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate 2 to such person, and that such person will notify Business Associate 1 of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Business Associate 1. To the extent that Business Associate 2 carries out one or more of Business Associate 1's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate 2 must comply with the requirements of Subpart E that apply to the Business Associate 1 in the performance of such obligations.

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2.2. Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate 2 shall comply with the following requirements: (i) Business Associate 2 shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by this BAA and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (iii) Business Associate 2 shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Business Associate 1 and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii).

2.3. Adequate Safeguards of PHI. Business Associate 2 shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate 2 shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Business Associate 1 in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4. Mitigation. Business Associate 2 agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate 1 of a Use or Disclosure of PHI by Business Associate 2 in violation of the requirements of this BAA.

2.5. Reporting Non-Permitted Use or Disclosure.

2.5.1. Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate 2 shall report to Business Associate 1 in writing each Security Incident or Use or Disclosure that is made by Business Associate 2, members of its Workforce or Subcontractors that is not specifically permitted by this BAA no later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate 2 shall investigate each Security Incident or non-permitted Use or Disclosure of Business Associate 1's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate 2 shall document and retain records of its investigation of any Breach, including its reports to Business Associate 1 under this Section 2.5.1. Upon request of Business Associate 1, Business Associate 2 shall furnish to Business Associate 1 the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate 2 shall comply with the additional requirements of Section 2.5.2 below.

2.5.2. Breach of Unsecured PHI. If Business Associate 2 determines that a reportable Breach of Unsecured PHI has occurred, Business Associate 2 shall provide a written report to Business Associate 1 without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate 2, Business Associate 2's written report to Business Associate 1 shall be in accordance with 45 C.F.R. §164.410(c). Business Associate 2 shall cooperate with Business Associate 1 in meeting Business Associate 1's obligations under the HITECH Act with respect to such Breach. Business Associate 1 shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act. Business Associate 2 shall reimburse Business Associate 1 for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

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2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate 2 agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by the Business Associate 2 on behalf of Business Associate 1 available to the Secretary for purposes of determining Business Associate 1's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate 2 shall notify Business Associate 1 of all requests served upon Business Associate 2 for information or documentation by or on behalf of the Secretary. Business Associate 2 agrees to provide to Business Associate 1 proof of its compliance with the HIPAA Security Standards.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1 and within fifteen (15) days of a request by Business Associate 1, Business Associate 2 shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Business Associate 1 for inspection and copying, or to an individual to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.524, or (b) amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate 2 shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Business Associate 1 has informed Business Associate 2 that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi). If Business Associate 2 maintains PHI in a Designated Record Set electronically, Business Associate 2 shall provide such information in the electronic form and format requested by the Business Associate 1 if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Business Associate 1 to enable Business Associate 1 to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request for access to PHI.

2.8. Accounting. To the extent that Business Associate 2 maintains a Designated Record Set on behalf of Business Associate 1, within thirty (30) days of receipt of a request from Business Associate 1 or an individual for an accounting of disclosures of PHI, Business Associate 2 and its Subcontractors shall make available to Business Associate 1 the information required to provide an accounting of disclosures to enable Business Associate 1 to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate 2 shall notify Business Associate 1 within fifteen (15) days of receipt of a request by an individual or other requesting Party for an accounting of disclosures of PHI.

2.9. Use of Subcontractors. Business Associate 2 shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate 2, to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply to Business Associate 2 under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate 2 (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

ARTICLE 3: TERM AND TERMINATION

3.1. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Business Associate 1 to Business Associate 2, or created or received by Business Associate 2 on behalf of Business Associate 1, is destroyed or returned to Business

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Associate 1, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 3.3, or on the date that Business Associate 1 terminates for cause as authorized in Section 3.2, whichever is sooner.

3.2. Termination for Cause. Upon Business Associate 1's knowledge of a material breach or violation of this BAA by Business Associate 2, Business Associate 1 shall either:

3.2.1. Notify Business Associate 2 of the breach in writing, and provide an opportunity for Business Associate 2 to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate 2 fails to cure the breach or end the violation within such time period to the satisfaction of Business Associate 1, Business Associate 1 may immediately terminate this BAA upon written notice to Business Associate 2; or

3.2.2. Upon written notice to Business Associate 2, immediately terminate this BAA if Business Associate 1 determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination or Expiration.

3.3.1. Upon termination or expiration of this BAA, Business Associate 2 shall either return or destroy all PHI received from, or created or received by Business Associate 2 on behalf of Business Associate 1, that Business Associate 2 still maintains in any form and retain no copies of such PHI. If Business Associate 1 requests that Business Associate 2 return PHI, PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Business Associate 1.

3.3.2. If return or destruction is not feasible, Business Associate 2 shall (a) retain only that PHI which is necessary for Business Associate 2 to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Business Associate 1 the remaining PHI that Business Associate 2 still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate 2 retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Business Associate 1 the PHI retained by Business Associate 2 when it is no longer needed by Business Associate 2 for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 4: MISCELLANEOUS

4.1. Amendment to Comply with Law. This BAA shall be deemed amended to incorporate any mandatory obligations of Business Associate 1 or Business Associate 2 under the HITECH Act and its implementing HIPAA Regulations. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Business Associate 1 to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act.

4.2. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to the Underlying Agreement or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 4.3. Notices shall be deemed received on the

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earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

4.3. Relationship of Parties. Business Associate 2 is an independent contractor and not an agent of Business Associate 1 under this BAA. Business Associate 2 has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate 2 obligations under this BAA.

4.4. Survival. The respective rights and obligations of the Parties under Sections 3.3 and 4.2 of this BAA shall survive the termination of this BAA.

4.5. Applicable Law and Venue. This BAA shall be governed by and construed in accordance with the laws of the State of Nebraska (without regards to conflict of laws principles).

16e.
7/21/2026

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2026			SUBMITTED BY: Ashley Decker, HR Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✔	OTHER	

SUBJECT:

Update Employee Handbook

SYNOPSIS/BACKGROUND:

A review of the Employee Handbook was needed to update, created and/or revise policies that will help ensure compliance with ever changing State and Federal laws, as well as introduce best practice policies, processes and actions.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the revised Employee Handbook

ATTACHMENTS:

1. Employee Handbook Redline
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CITY OF BELLEVUE, NEBRASKA

EMPLOYEE HANDBOOK

REVISED JULY 21, 2026 ~~FEBRUARY 7, 2023~~

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I. INTRODUCTION

A. WELCOME

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

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

B. STATUTES, COLLECTIVE BARGAINING AGREEMENTS & INDIVIDUAL EMPLOYEE CONTRACTS

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

C. MANAGEMENT RIGHTS

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

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

D. ORGANIZATION FOR CITY ADMINISTRATION

1. City Administrator

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

2. Civil Service Commission

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

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

II. EMPLOYMENT POLICIES

A. AT-WILL EMPLOYMENT

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

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

B. IMMIGRATION LAW COMPLIANCE

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

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

It is a violation of this policy to discriminate against any individual based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination under applicable federal, state, or local law. Any member of management who knowingly allows or tolerates discrimination is in violation of this policy.

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

D. WORKPLACE BULLYING

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

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

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

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

E. HARASSMENT-FREE WORKPLACE

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

1. **Unlawful Harassment/Discrimination:** The City strives to maintain a work environment that is free from all forms of unlawful harassment based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other characteristic protected by applicable federal, state, or local law (referred to in this policy as a "protected characteristic"). This policy prohibits unlawful harassment based on any of these protected characteristics occurring before, during, or after work hours and regardless of whether

it occurs on City property. The City's Harassment-Free policy also encompasses any and all forms of harassment or bullying, through social media sites or other electronic communication outlets. These forms of communication include, but are not limited to, email, text messaging, instant messaging, and social networking sites such as Facebook Twitter, Instagram, and LinkedIn. Unlawful harassment may encompass a wide variety of verbal, non-verbal, and physical behaviors, which may be sexual or non-sexual in nature.

a. **Non-sexual harassment** is conduct that is offensive, threatening, intimidating, or shows hostility toward an individual because of a protected characteristic. Non-sexual harassment means unwelcome conduct of a severe or pervasive nature that: (1) unreasonably interferes with an employee's work performance; (2) creates an abusive, intimidating, hostile, or offense work environment; or (3) is made a condition of employment.
    i. Examples of non-sexual harassment include, but are not limited to:
        1. Belittling, denigrating, insulting, or ridiculing an individual or an individual's group based on a protected characteristic.
        2. Making derogatory or offensive comments, epithets, jokes, labels, slurs, or stereotypes that are based on a protected characteristic.
        3. Sharing or displaying photographs, cartoons, pictures, videos, recordings, jokes, or objects that show hostility toward an individual or group's protected characteristic.

2. **Sexual Harassment:** Sexual Harassments means unwelcome sexual conduct of a severe or pervasive nature that unreasonably interferes with an employee's work performance or creates an abusive, intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual advances and/or propositions, requests and/or pressures for sexual favors, physical contact of a sexual nature, sexually explicit language and/or gestures, and other conduct of a sexual nature when such conduct is used as the basis for employment decisions or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
    i. Examples of sexual harassment not previously mentioned include, but are not limited to making, showing, sharing, and/or distributing:
        1. Sexual innuendos, comments, or remarks.
        2. Lewd, obscene, vulgar, or sexually suggestive or demeaning gestures, looks, or remarks.
        3. Forced, or the threat of forced, sexual assault, intercourse, or molestation.
        4. Pornographic or sexually explicit material, including photographs, cartoons, pictures, videos, recordings, jokes, or objects.
        5. Uninvited physical contact such as brushing up against, cornering, fondling, hugging, kissing, patting, pinching, poking, rubbing, tickling, or touching another.

3. **Harassment:** Harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any other person working for or on behalf of the City.
    i. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
        1. Unwelcome conduct of a severe or pervasive nature that:
            i. Unreasonably interferes with an employee's work performance;
            ii. Creates an abusive, intimidating, hostile, or offensive work environment; or
            iii. Is made a condition of employment.
        2. Belittling, denigrating, insulting, or ridiculing an individual.
        3. Making repeated comments that are offensive or unwelcome.

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

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

F. WORKPLACE VIOLENCE

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

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

1. Assaulting
2. Damaging property
3. Fighting
4. Harassing
5. Injuring
6. Intimidating
7. Pushing/shoving
8. Threatening
9. Any other behavior that could reasonably cause an individual to fear for his/her safety

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

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

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

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

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

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

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

    a. Their Director;
    b. Human Resources Director; and/or
    c. Immediate Supervisor.
    d. Notify the Police Department (402) 293-3100 or call 911 if in immediate danger.

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

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

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

3. **Investigation:** If applicable, the Director, Human Resources Director, City Administrator, or his/her designee in conjunction with the City Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The City Administrator has the option of consulting with or hiring an outside independent agency to perform the investigation and make findings of act with respect to the bullying, harassment, or workplace violence complaint or has the option to assign the investigation to be completed by an individual employed within the City. Hereafter in this policy the designated representative of the City to conduct the investigation will be referred to as the "City Investigator". The City Administrator or his/her designee also reserves the right to dismiss the complaint without investigation if he/she deems appropriate or there are insufficient facts or allegations presented to warrant an investigation, or that the complaint is not in compliance with other departmental policies and timelines for filing. The investigation will be conducted quickly, thoroughly and confidentially, and every effort will be made to protect the rights of the accuser, as well as the accused.

   a. The following procedures will be followed in the investigation of a complaint of harassment, bullying, or workplace violence:
      i. Where practical, the investigation will begin the day the conduct is reported or discovered;
      ii. The employee shall put the complaint in writing;
      iii. The complaint will be provided to the accused;
      iv. The complainant and the accused will be notified in writing of the assigned City Investigator;
      v. The City Investigator will interview the employee complaining in a private area. The interview will be thoroughly documented and reviewed for accuracy with the employee at the end of the interview.
      vi. The City Investigator will interview the accused alleged harasser in a private area. The interview will be thoroughly documented and reviewed for the accuracy with the employee at the end of the interview.
      vii. The City Investigator will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with each witness interviewed. Each witness will be advised of the requirement to maintain the interview confidential so as to protect the rights of all parties involved. Any employee witness who fails to maintain confidentiality will be subject to disciplinary action. The City Investigator shall have the power to compel the attendance and statements of witnesses that are City Employees for the investigation of said complaint that may come before the City Investigator. If a City Investigator compels a witness to attend an interview, the witness shall receive at least forty-eight (48) hour notice prior to the interview, unless extenuating circumstances arise and the City Administrator authorizes an interview and waives said notice. All witnesses interviewed will have the right to have their attorney and/or union representative present if they so desire. All witnesses are required to be truthful and forthcoming with information during interviews. Any employee witness who fails to attend and/or provide a statement will be subject to disciplinary action.
      viii. All interviews of the complainant, accused, and any employee witness will be typed and provided to the interviewee to review for accuracy. After review for accuracy, the statements shall be signed by the interviewee.

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

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

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

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

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

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

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

H. DISABILITY ACCOMMODATIONS

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

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

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

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

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

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

3. **Terms Used in the Policy:** As used in the ADA policy, the following terms have the indicated meaning:

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

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

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

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

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

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

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

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

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

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

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

I. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The City affords eligible employees with leave under the Family and Medical Leave Act ("FMLA") and posts the Department of Labor's ("DOL") Notice about the FMLA. The City's policy and posting provide a general description of the FMLA and employees' basic FMLA rights and responsibilities. Should any conflict arise between this policy and applicable law, the City will provide employees with all rights under the law. If you have questions, concerns, or disputes with this policy, you must contact the Human Resources Director in writing.

1. **Eligibility:** To be eligible for such leave, an employee must have worked for the City for:

    a. at least 12 months, which need not be consecutive provided that any break in service does not exceed seven years; and,

    b. at least 1,250 hours during the 12-month period immediately before the date the leave will begin. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

2. **Length of & Reasons for Leave:** Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

    a. the birth or adoption of a child, or placement of a child for foster care within one year of the birth, adoption or placement;

    b. to care for a spouse, child, or parent who has a serious health condition;

c. for a serious health condition that renders the employee unable to perform the essential functions of his/her job; and,

d. for a qualifying exigency when a spouse, child, or parent is a military member on covered active duty or called to covered active duty.

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

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

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

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

   The City will continue an employee's health, dental, and life insurance benefits while on FMLA leave at the same level and under the same conditions as if the employee continued working. The City will continue to withhold insurance premiums from the paychecks of employees using paid leave while on FMLA leave. Employees who exhaust paid leave while on FMLA must submit insurance premium payments directly to the Human Resources Director. The City's insurance providers may discontinue an employee's insurance coverage if the employee fails to pay his/her insurance premiums by the 1st day of each month while on FMLA leave. The City will notify the employee 15 days in advance of a loss of insurance coverage.

4. **Notification and Certification:** Employees who wish to take FMLA leave must submit written notice of the need for leave to the Human Resources Director. When the need for leave is foreseeable, employees must provide 30 days advance notice. When the need is unforeseeable, or the need for leave arises less than 30 days in advance, employees must provide notice as soon as practicable, normally either the same day or the next business day. Employees who

are absent from work while on sick leave for five or more consecutive work days must notify the Human Resources Director in writing of such absences. Supervisors must also report employee absences of five (5) days duration, or longer.

Within five business days after receiving notice of the need for FMLA leave or notice of five consecutive absences for sick leave, the Human Resources Director, or his/her designee, will provide the employee with the DOL's Notice of Eligibility and Rights Form WH-381. This notice will advise the employee if he/she is eligible for FMLA leave and if the absence or expected absence qualifies as FMLA leave.

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

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

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

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

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

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

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

6. **Terms Used in the Policy:** As used in this FMLA policy, the following terms have the indicated meaning:

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

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

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

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

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

and, either consecutively or simultaneously, may take FMLA leave to provide care to the covered servicemember. When such designation has been made the designated individual shall be deemed to the covered servicemember's only next of kin.

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

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

"Covered servicemember" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or, (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Eligible employees under this provision may not take leave under this provision to care for members on the permanent disability retired list.

J. HIPPA

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

III. GENERAL POLICIES & PRACTICES

A. CONFLICT OF INTEREST

The City prohibits employees from having any interest in or engaging in any transaction, employment, activity, or enterprise that conflicts with their duties.

Examples of a conflict of interest include, but are not limited to:

1. Violation of the City's Code of Ethics/Conflict of Interest Policy contained in Appendix A of this handbook.

2. Acceptance of money, loans, gifts, or other substantial consideration from persons doing business with the City when intended or appearing to improperly influence the official relationship between the recipient and the donor.

3. Use of the City's property, premises or resources, or use of the employee's official position with the City, for private gain or to secure unwarranted privileges or exemptions for themselves or others.

B. ELECTRONIC COMMUNICATIONS

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

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

1. Contains abusive, discriminatory, harassing, illegal, intimidating, profane, pornographic, sexually explicit, or offensive content.

2. Violates City policy or any federal, state, or local law or regulation.

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

C. RETURNING TELEPHONE CALLS

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

D. INTRODUCTORY PERIOD

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

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

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

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

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

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

3. **Promotions During Introductory Period:** The serving of an introductory period will not prevent an employee from being appointed to a position of a higher classification.

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

4. **Reassignment During Introductory Period:** Reassignment of an employee during their introductory period will be approved by the City Administrator prior to the reassignment.

5. **Leave During Introductory Period:** An introductory employee will accrue sick leave and vacation leave during this period and may utilize both to the extent is has accrued.

E. JOB POSTINGS AND PROMOTIONS

The City believes in providing its employees with promotional opportunities and will normally post job vacancies internally. However, when in the City's best interest, the City will post job vacancies internally and externally to allow non-employee candidates the opportunity to apply. If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

F. UPGRADES

It may become necessary to modify an existing job description in order to address changes in the work environment or work responsibilities. If these changes result in the employee's position being placed in a higher job grade, the employee shall be moved to a step that is the closest approximation to five percent (5%)~~most equal to their current rate, without being reduced~~. If an employee feels that their job duties have substantially changed and may warrant an upgrade, it is the employee's responsibility to notify their manager and request reevaluation.

G. MEDIA POLICY

The City utilizes the Media Policy as described in Appendix B of this handbook.

H. NEPOTISM

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

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

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

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

I. NON-FRATERNIZATION

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

For purposes of this policy the following definitions should apply:

1. "Employee" shall mean any person employed by the City of Bellevue in any capacity.

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

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

Reporting and Review:

a. **Reporting:** Any supervisor~~employee~~ who becomes aware of ~~or is involved in such~~ a personal relationship with any of their direct reports shall have the obligation to report, in writing, such personal relationship to the City Administrator and Human Resources Director within five (5) calendar days.

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

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

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

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

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

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

J. LACTATION/BREASTFEEDING POLICY

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

K. OUTSIDE EMPLOYMENT

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

L. PERFORMANCE MANAGEMENT

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

M. CONFIDENTIALITY

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

N. RECORDINGS

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

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

1. All employees that may be recorded have been informed in advance; or

2. The City Administrator or Department Director has authorized the recording as part of an internal affairs investigation, criminal investigation, or other work-related purpose.

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

The employee(s) being recorded may also record the interaction or conversation.

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

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

O. ADMINISTRATION OF DOCUMENTS

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

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

P. PERSONNEL RECORDS

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

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

Q. POLITICAL ACTIVITIES

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

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

R. REDUCTION IN FORCE

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

S. SEPARATION FROM EMPLOYMENT

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

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

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

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

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

T. SOLICITATION AND DISTRIBUTION

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

U. TRAVEL POLICY

See Appendix D for the City's travel policy.

V. SMOKE-FREE WORKPLACE

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

W. APPEARANCE/DRESS POLICY

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

Guidelines for employees who wear uniforms to work:

a. Employees who wear a uniform of any type, including a simple uniform shirt, must be in uniform on all work days unless otherwise approved by the employee's department Director or the Director's authorized designee.

b. Employees shall only wear the prescribed uniform when "on duty" or when traveling to or from work unless previously approved by the employee's department Director or the Director's authorized designee.

c. If departmental uniform policy differs from this policy, employees shall comply with their departmental policy.

Employees who are furnished uniforms by the City will wear the uniforms during working hours. Any employee required to wear a uniform who reports to work out of uniform will be sent home for the day without pay. Employees who are called back to work after regular hours may work without the uniform only if circumstances require that they report for work immediately. If time allows for a change of clothing, they will be expected to work in uniform.

Uniforms are property of the City, and as such the City expects that they shall be kept clean and in good repair by the employee. No uniform item will be altered by removing the sleeves, cutting the pants to convert to shorts, or any other such alteration.

During cold weather, personal articles of clothing may be worn under City uniform if desired by the employee for additional warmth.

The City will replace uniform items which, as a result of reasonable wear and tear or that were damaged in the performance of official duty, no longer reflect favorably on the City. Employees desiring replacement item(s) will submit a Request for Replacement to their Superintendent or department head for those employees not having a Superintendent, who will decide whether a replacement item should be provided by the City. Superintendents may also instruct employees to request a replacement uniform item if deemed necessary and will also determine whether jeans being worn at the employee's option are acceptable as part of the uniform. While normal wear and tear is expected, uniform items which are lost or stolen, or are damaged through negligence or deliberate act on the part of the employee, shall be replaced at the employee's cost and such employee will be subject to disciplinary action, up to and including termination.

Approved Requests for Replacement will be forwarded by Superintendents to a designated individual who will order the replacement item, charge the replacement cost to the appropriate budget code, and record the replacement order on the appropriate individual uniform receipt form.

When the replacement item is received, the employee will turn in the item being replaced and acknowledge receipt of the new item by signature on the uniform receipt form. Employees are

required to return all issued uniforms upon separation from the City. If all issued uniforms are not returned, the city will deduct the cost of the uniforms from the employee's final paycheck.

X. RETALIATION

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

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

Y. WHISTLEBLOWER

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

Z. GRIEVANCE PROCEDURE

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

STEP 1: An employee wishing to file a grievance must submit the following information in writing to his/her immediate supervisor within ten (10) business days of the action giving rise to the grievance:

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

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

STEP 2: An employee who is dissatisfied with his/her immediate supervisor's written decision may appeal that decision to his/her department Director. Within five

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

STEP 3: An employee who is dissatisfied with his/her department Director's written decision may appeal that decision to the City Administrator. Within five (5) business days from the date of the department Director's decision, the employee must submit to the City Administrator a copy of the initial grievance, the immediate supervisor's decision, the department Director's decision, and if desired, a request to meet with the City Administrator. The City Administrator will review and consider the information presented. The City Administrator will meet with the employee, if requested (so long as employee has already complied with Step 1 and 2, and the department Director, Human Resources Director and/or legal counsel may attend the meeting. The City Administrator will issue a written decision to the employee, typically within ten (10) business days of receiving the appeal or meeting with the employee.

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved. Copies of the grievance, and the answers thereto, at all steps in the procedure outlined above will be submitted to the City Administrator who shall determine the distribution of said grievance. If an employee is called upon to give testimony on his or her grievance, said employee will have the right to be represented by any person of their choice if the employee so desires. An extension to the number of days in any step must be mutually agreed upon by the City and the employee. The grievance procedure in any respective collective bargaining agreement will be utilized for those employees that such agreement covers.

AA. PRESS RELEASE POLICY

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

IV. SAFETY AND SECURITY POLICIES

A. CELL PHONES AND PDA'S

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

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

B. PHYSICAL EXAMINATIONS

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

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

C. DRUG AND ALCOHOL-FREE WORKPLACE

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

1. **Substances**

   a. **Illegal Drugs[1] and Alcohol[2]:** The City prohibits employees from being under the influence of, or using, in possession of, manufacturing, purchasing, selling, dispensing, or distributing alcohol or illegal drugs while performing work for the City, while operating City vehicles or equipment, or while on City property. This policy does not prohibit employees who are not performing work for the City or operating City vehicles or equipment from consuming, possessing, purchasing, selling, dispensing or distributing alcohol at City-sponsored or City-sanctioned social functions on City property.

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

   c. **Cannabidiol[4]:** The City does not prohibit the use of Cannabidiol (also known as CBD), however any employee using any Cannabidiol or CBD products should use said product at their own risks because the City does prohibit tetrahydrocannabinol (THC). Some Cannabidiol and/or CDB may contain THC, the psychoactive ingredient found in marijuana that produces a high. Should any employee decide to utilize Cannabidiol/CBD and the employee test positive for THC from the purported use of the products, the City may impose disciplinary action.

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

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

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

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

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

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

2. **Drug and Alcohol Screening**

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

   a. **Pre-employment.** The City requires all applicants, upon receiving an offer of employment with the City, to submit to a drug and/or alcohol test. Employment with the City is conditional on passing that test. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who refuse to submit to, or fail, drug and/or alcohol testing.

   b. **Reasonable Suspicion.** The City may require an employee to undergo such testing where management has a reasonable suspicion based on observation or reports to believe that an employee is using or has used drugs and/or alcohol in violation of this policy. The Human Resources Director should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (located on City Intranet and HRIS system) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor, along with another member of management, should confront the employee with the documentation. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*

   c. **Injury or Accident.** The City may require an employee to undergo drug and/or alcohol testing if the employee: sustains a personal injury in the workplace that requires medical treatment beyond first aid; has an injury that results in days away from work, restricted work or transfer to another job; has an injury that results in loss of consciousness; has been involved in a workplace accident where another individual has sustained a personal injury resulting in medical treatment; is involved in any incident resulting in the loss of human life; receives a ticket for a moving traffic violation arising from an accident; is involved in a workplace accident resulting in property damage of $1,000 or more.

The City generally will use the collection and testing procedures established by the State of Nebraska and the United States Department of Transportation for drivers of commercial motor vehicles. The City will pay the cost of all initial and confirmatory drug and/or alcohol tests, and will pay any lost wages for submitting to tests before or after an employee's regular work hours. The City will treat as confidential the results of drug and/or alcohol testing and will disclose the results only to those with a need to know. An employee's consent to submit to testing is required as a condition of employment. Any employee who refuses to submit to a required drug or alcohol test,

or who attempts to invalidate or commit fraud concerning the test, or who fails to appear for a scheduled test in a timely manner, without prior written permission from the City, will be discharged.

3. DUI and DWI

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

4. Disciplinary Action

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

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

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

Additionally, should any employee on a "Last Chance" agreement, that is required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), be convicted of subsequent Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) offenses, they will be subject to immediate termination. The employee will waive all rights to contest any termination resulting from a violation of the "Last Chance" agreement.

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

D. MODIFIED DUTY

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

Eligible employee means any employee who:

1. Suffers from a work-related related or non-work-related, medically certified illness injury, or pregnancy requiring treatment by a licensed healthcare provider; and,

2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

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

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

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment (i.e. full duty with no restrictions).

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that

are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Risk Manager (Return-to-work Coordinator) for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Risk Manager (Return-to-work Coordinator). Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Risk Manager (Return-to-work Coordinator).

E. CITY-OWNED VEHICLES

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

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

2. **Disqualifications:** Employees cannot have any of the following violations:
    a. Been convicted of three or more moving violations or at fault accidents in the past 36 months; or
    b. Has been convicted of fleeing or eluding police, leaving the scene of an accident, passing a stopped school bus, reckless driving, or willful reckless driving in the past 36 months.

3. **Restrictions:** The City employees from:
    a. Using a cell phone or electronic device for texting, emailing, or other forms of written electronic communication;
    b. Smoking and/or vaping in City vehicles at any time;
    c. Being under the influence of or using alcohol or illegal drugs; and
    d. Being under the influence of or using legal drugs that may affect the employee's job performance, the City's safe or efficient operation, or the safety of the employee, other City employees, or members of the public.

4. **Review of Motor Vehicle Record:** State Motor Vehicle Records (MVRs) will be used as the source of verifying driver history. MVRs will be obtained and reviewed at least annually for employees who operate City vehicles. Driving privileges will be withdrawn or suspended for any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken. Employees who operate City vehicles must immediately notify their

department Director or the City Administrator if their driver's license is expired, revoked or suspended. Employees who are unable to operate a City vehicle in the performance of their job duties are subject to disciplinary action up to and including termination.

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

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

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

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

F. PET POLICY

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

SERVICE ANIMALS ARE NOT PETS

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

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

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

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

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

V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES

A. CODE OF ETHICS

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

B. GENERAL RULES OF CONDUCT

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

C. CONDUCT STANDARDS

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

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

1. Adversely affecting relations with employees, customers, citizens or vendors.
2. Abusing the City's leave policies.
3. Engaging in disrespectful, discourteous, belligerent, or abusive behavior.
4. Habitual or excessive absenteeism or tardiness.
5. Dishonesty and/or providing false or misleading information, or omitting to provide information, to the City or its employees, customers, citizens or vendors.
6. Avoiding, refusing, neglecting or failing to perform work duties.
7. Destroying, damaging, sabotaging, misappropriating, misusing, stealing or tampering with the property of the City or its employees, customers, citizens or vendors.
8. Unauthorized or inappropriate use of City property.

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

D. DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

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

   If the City Administrator does not receive a written request for a pre-disciplinary hearing within five business days of the disciplinary recommendation, the employee will be deemed to have waived his/her right to such a hearing and the City Administrator will issue a decision on the recommendation. The City Administrator will provide a copy of his/her decision to the employee and place a copy of the decision in the employee's personnel file.

VI. WAGES & HOURS OF WORK

A. ATTENDANCE

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

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

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

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

B. EMPLOYEE CLASSIFICATIONS

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

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

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

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

4. **Seasonal (SE):** Employees are hired for a period of no more than 120-days per years.

5. **Temporary (TM):** Employees are hired for a period of no more than 90-calendar days.

Such employees will be either be:

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

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

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

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

C. JOB CLASSIFICATION PLAN

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

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

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

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

2. **Modification to Existing Job Classification Plan:** It may become necessary to modify the existing job classification plan in order to address changes in the work environment or work responsibilities. These changes may result in the amendment to in existing job classification, consolidation of existing job classification, the creation of a new job classification or the deletion of an existing job classification.

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

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

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

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

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

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

D. FLEXTIME

There are two different categories of flextime that the City recognizes, flexible schedules and flextime arrangements. Employee classifications must still be met when applying flex time principles.

Flexible schedules are pre-approved changes in the employee's weekly scheduled hours of work (shift). Using the administrative staff as an example, the scheduled hours are typically 8am-4:30pm, Monday through Friday. An employee with a pre-approved flexible schedule could change their weekly scheduled hours to 7:00am-3:30pm, Monday through Friday, so long as the employee is working 80 hours per pay period and maintaining their employment classification.

Flextime arrangements ("flextime") are pre-approved changes in hours that may vary week to week. Again, using administrative staff as an example, an employee might need to leave at 3:30 one day for a school program for their child. A flextime arrangement would allow that employee to work an extra hour in that week to make up for the hour that they left early. 80 hours per pay period must be met in order to maintain employment classification.

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

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

E. HOURS OF WORK, BREAKS AND MEALS

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

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

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

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

F. OVERTIME AND COMPENSATORY TIME

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

2. **Compensatory Time:** In lieu of overtime compensation, non-exempt employees may opt to accumulate compensatory time at the rate of one and one-half (1½) times their hours worked in excess of 40 per workweek. Such employees may not accumulate more than 80 hours of compensatory time at any given time, and may use compensatory time upon receiving advance written approval from their immediate supervisor. Once the 80-hour max is accumulated, all overtime will be paid at the rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. Under no circumstances should employees be performing work off of the clock.

3. **Administrative Comp Time:** Exempt employees may earn administrative leave time. Leave time can be earned at a rate of one hour of leave for each hour exceeding 80 each pay period, not to exceed 80 hours in a fiscal year. On September 30th of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

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

from (or to) home in connection with such a meeting is not compensable if such travel occurs outside the employee's regularly scheduled work hours.

G. COMPENSATION

1. **General Policy:** Please refer to any union collective bargaining agreements if appropriate.

   It is the policy of the City to pay fair and equitable salaries to all employees based on the relative value of each position within the City, giving due consideration to rates paid in comparable municipalities for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program which will:
   a. Attract and retain high caliber individuals; and
   b. Provide peak motivation to employees by paying salaries, within the boundaries of the established ranges, based on the individual's accomplishments.

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

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

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

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

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

5. **Pay Increase Eligibility:** Upon successful completion of the introductory period and anniversary date, an employee may receive a pay adjustment. ~~Eligibility for such increases will be based upon successful completion of goals in accordance with the City's Performance Management policy. For purposes of this policy, successful completion shall mean receiving an overall score of 100% or more on the employee target sheet.~~ The anniversary date of an employee should be the calendar date upon which employment with the City started or the date that an employee was transferred, promoted or demoted in to a new position. Employees who have been suspended from work, demoted as a

result of discipline, or issued two or more disciplinary reprimands in the immediately preceding 12-month period shall not be eligible for a performance adjustment.

6. **Pay Rates in Demotion:** If an employee is demoted, their rate of pay will be determined as follows:
   a. If the rate of pay in the higher-grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay will be reduced to no more than the maximum rate of pay of the lower position.
   b. The rate of pay will be reduced to the closest approximation of ten percent (10%).
   ~~b.~~c. If an employee decides to self-demote due to being hired in to a lower-grade position, the rate of pay will be reduced to the closest approximation of five percent (5%).

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

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

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

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

11. **Pay rate for Promotion**: If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

12. **Working out of class:** When the employee is assigned to perform the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall receive a 5% increase over his/her current pay.

    When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor or department director may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

    The "Working Out of Classification" form will be filled out completely and copies

given to the Employee, Department Director, Personnel Payroll file and the BPMA President.

H. PAY PERIODS, PAY DAY AND PAY CORRECTIONS

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

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

I. TIMEKEEPING

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

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

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

VII. BENEFITS

A. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

B. BEREAVEMENT LEAVE

1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave.

2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave.

3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.

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

C. DENTAL INSURANCE

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

D. DISABILITY INSURANCE

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

E. EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

Procedures for Making Supervisory Referral:

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

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

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

F. HEALTH INSURANCE

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

G. RETIREMENT SYSTEMS

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

a. **Sworn Positions in the Police Department:** Sworn members of the Police Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
b. **Sworn Positions in the Fire Department:** Sworn members of the Fire Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
c. **Civilian Positions throughout the City:** Regular full-time civilian employees, as well as the City, will contribute an amount as described in Appendix E of this handbook.

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

H. HOLIDAYS

The City observes the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth

6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

If a holiday occurs on a Saturday, the City will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City will observe the holiday on the Monday following the holiday.

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

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

I. JURY DUTY/Required Election Duty

When selected for jury duty/required election duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.

J. LEAVE OF ABSENCE

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

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

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

3. **Failure to Return to Work Following a Leave of Absence**: Failure on the part of an employee to return back to work upon the expiration of the approved leave of absence, on the return date previously agreed upon, may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

K. LIFE INSURANCE

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

L. MILITARY LEAVE

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

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

if the person's period of service before the reinstatement was more than 30 days but less than 181 days.

M. SICK LEAVE

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

Unless otherwise noted in an employee's respective collective bargaining agreement, eligible employees hired on or before 09/30/13 will earn 12 hours of paid sick leave upon completion of each month of employment. Eligible employees hired after 10/01/13 will accrue 8 hours of paid sick leave upon completion of each month of employment.

1. **Reasons for Use:** The City provides paid sick leave to full-time employees for use when:
    a. recuperating from a non-work-related injury, illness, pregnancy, or other health condition;
    b. undergoing medical, dental, optical, or surgical examinations or treatment;
    c. exposed to a contagious disease that would endanger the health of other employees or members of the public; or,
    d. caring for a parent/step-parent, sibling, grandparent/step-grandparent, grandchild/step-grandchild, spouse, minor child/step-child, ~~step-parent, step-grandparent, step-grandchild,~~ or another family member that you have a healthcare/medical power of attorney over, ~~or step-child~~ who is injured, ill, recuperating from pregnancy, suffering from a health condition, or undergoing medical, dental, optical, or surgical examinations or treatment.

2. **Restrictions and Conditions for Sick Leave Use:** Directors will grant sick leave with pay in accordance with the following provisions:
    a. Sick leave will not be granted in advance of accrual;
    b. The amount of sick leave granted for necessary care of a sick member of an employee's immediate family or household will not exceed thirty (30) working days in any twelve-month period (with the exception of approved FMLA leave);
    c. The amount of sick leave to be charged against an employee's accrual will be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized;
    d. Holidays or other regular days off will not be counted in charging sick leave;
    e. Sick leave will not be used as vacation leave;
    f. Pregnant employees will be expected to work prior to childbirth as long as they are able to perform their normal duties or until their physician advises otherwise. They will be expected to return to work at the completion of the pregnancy as soon as they can be reasonably expected to perform their normal duties based on a medical release to return to work;
    g. Employees who fail to return after approved leave has ended may be considered terminated;

h. Sick leave will be requested in advance whenever possible for dental appointments, optical appointments, physical examinations, etc.;
i. Leave without pay may be granted for illness and disability extending beyond the earned sick leave accumulated; or
j. After twelve continuous months of service, vacation leave may be used for sick leave when sick leave time has been exhausted.

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

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

4. **Investigation of Sick Leave Use:** Directors may request written verification by a physician of illness of an employee absent on sick leave. False or fraudulent use of sick leave will be cause for disciplinary action and may result in termination.

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

6. **Transfer of Sick Leave Accrual:** When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit will continue to be available for their use as necessary.

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

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

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

N. TUITION/CERTIFICATION ASSISTANCE

The City offers a tuition and certification assistance program to all part-time and full-time employees who have completed their introductory period. The City, upon eligibility, will

reimburse such employees 50% of the cost of tuition for job-related coursework or certificate program offered through an accredited program, up to $5,200 per calendar year. Upon eligibility the City will also reimburse employees at 100% for the cost of exams for job-related certifications.

1. **Eligibility**
   a. employees must obtain written approval from their department Director and Human Resources Director prior to enrolling in such coursework or signing up for a certification exam or program; and
   b. earn a grade of "~~C~~B" or better for undergraduate coursework, and "B" or better for graduate level coursework to receive any reimbursement. Exams for certification will be graded on a pass/fail basis; failure to pass an exam for a certification will disqualify an employee from being reimbursed any costs. Upon completion of the course or certification exam, eligible employees must provide evidence of the grade or certification awarded and receipts for tuition/fees paid.
2. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

O. VACATION LEAVE

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

1. **Scheduling of Vacations:** Vacation leave will be taken at a time convenient to and approved by the Director, or their designee.

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

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

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

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

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

4. **Vacation Prior to Retirement:** Retiring employees will have their vacation leave, sick leave (in accordance with appropriate labor agreement) and compensation time paid out in full on their final paycheck.

P. VOTING LEAVE

The City encourages employees to vote in federal, state, and local elections. Most employees will have a two-hour period of time either before or after their regularly scheduled shift or normal working hours to vote. Employees who do not have such a period of time and who receive advance

written approval from their immediate supervisor may take up to two hours of leave, without loss of pay, to vote.

Q. WORKERS' COMPENSATION

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

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

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

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

R. BENEFIT CONTINUATION (COBRA)

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

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

APPENDIX A

Code of Ethics/Conflict of Interest Policy

ADMINISTRATION

Article IV. Officers and Employees

Division 4. Code of Ethics

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

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

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

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

Sec. 2-203. Standards of Conduct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

exceptions shall be observed as is permitted by law. This provision shall apply if a council member has disqualified himself or herself from voting.

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

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

Sec. 2-206. Interest of spouse.

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

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

Sec. 2-207. Misuse of official information.

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

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

Ordinance No. 3664, Approved 3.12.12
Ordinances are subject to change before the City Council.

APPENDIX B

Community Relations Department Media Policy

I. STATEMENT OF PURPOSE

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

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

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

Effective media relations best serve the City through:

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

II. POLICY

A. GENERAL MEDIA INQUIRIES

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

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

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

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

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

B. SOCIAL MEDIA

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

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

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

content and ensure each of the approved uses and sites adheres to the social media policy for appropriate use and the message is consistent with the branding and goals of the City of Bellevue.

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

"Blog": A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.
"Page": The specific portion of a social media website where content is displayed, and managed by an individual or individuals with editorial or administrative rights.
"Post": Content an individual share on a social media site or the act of publishing content on a site.
"Profile: Information that a user provides about himself or herself on a social networking site.
"Social Media": A category of Internet-based resources that integrate user-generated content and user participation, including tools for sharing and discussing information. The term most often refers to activities that integrate technology, telecommunications, and social interaction, alongside the construction of words, pictures, video, and audio. This includes, but is not limited to social networking and communication sites such as, Facebook & MySpace, weblogs and micro-blogging sites like Twitter or Nixle, forums and message boards, photo and video-sharing sites like, Instagram, Snapchat, Imgur, Flickr, Vimeo, & YouTube, real-time web communications like Medium and Tumblr(chat, chat rooms, video chats), all of the wikis (Wikipedia), blogs, and news sites (Digg, Quora, Reddit, etc.).
"Social Networks": Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.
"Speech": Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, audio, video, or related forms of communication.
"Wiki": Web page(s) that can be edited collaboratively.

Use of social media must comply with applicable federal, state and City ordinances, regulations and policies, as well as proper business etiquette. This includes adherence to established laws and policies regarding copyright, records retention, release of public information, the First Amendment, privacy laws and information security policies established by the City of Bellevue.

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

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

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

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

1. Foul, defamatory or disparaging language or comments,
2. Purposely inaccurate and/or misleading comments,
3. Sexual content or links to sexual content,
4. Comments on work-related legal proceedings or ongoing investigations,

5. Solicitations of commerce,
6. Conduct or encouragement of illegal activity,
7. Confidential or proprietary information, and/or
8. Information that may tend to put at-risk the safety and security of the public or public infrastructure.

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

III. GENERAL PROCEDURES FOR DEALING WITH THE MEDIA

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

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

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

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

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

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

Guidelines for dealing with TV and radio interviews:

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

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

Issues that should not be discussed with reporters are:

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

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

VI. CONTACT INFORMATION

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

City Administrator, City of Bellevue
(402) 293-3023 Phone

APPENDIX C

Press Release Policy

I. OBJECTIVE

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

II. PROCEDURES

1. Press releases and information bulletins should be issued to bring special media attention to City of Bellevue programs, accomplishments, or policy decisions and to assist in citizen education about issues being considered by the City.
2. All press releases and information bulletins, except those issued by the Police and Fire Departments in connection with public safety reports and by Public Works for construction updates, shall be approved by the City Administrator prior to issuance.
3. All press releases shall be distributed to those on the Media Distribution List by email or fax. They shall also be distributed to City Councilmembers and Planning Commissioners, Management Staff, and other staff members as appropriate.
4. Quotations of individuals named in the press release shall be approved by the named person in advance.

5. Both timelines and accuracy of information contained in press releases is important. All facts shall be confirmed.
6. Press releases shall contain the date of issuance and be on City letterhead.
7. Press releases shall be posted on the bulletin board at City Hall and posted on the City's website.

III. RESPONSIBILITY

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

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IV. DEFINITIONS

"Information bulletin" is a typed/printed report providing the facts of a given situation or issue designed to assist the media in developing their own coverage of the subject.

"Media Distribution List" is the name, email and fax number list approved by the City Administrator for which all press releases are to be emailed or faxed.

"Press release" shall mean a typed/printed announcement or story written so as to be printed as a news story or so as to be read over the broadcast media.

APPENDIX D

Travel Expense Policy

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

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

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

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

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

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

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

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

   Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee's travel expenses report.

   The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

   An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** – Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may wither be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

   Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

   Lodging will be reimbursed when an employee is "away from home overnight." The Internal Revenue Service states: "you are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day's work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day's work."

   It is City's policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions, or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** –
   a. Overnight Travel – Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City's zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City's intranet and can also be found at the GSA website at (enter the 68005 zip code to find rate).

      For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

      The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

      No reimbursement will be made for alcoholic beverages.

   b. Same-Day Travel – Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

   Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. **Vehicle Costs** – An employee will be reimbursed for use of a personable vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at http://www.irs.gov/ (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long Distance Telephone Calls** – Charges for long distance telephone calls are an allowable City expenditure if:
    a. They are related to City business or
    b. The employee is in travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** – One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest-level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** – Several methods are available for payment of travel expenses, as follows:
    a. Direct payment by the City to the business.
    b. Use of a City assigned credit card for individuals authorized to hold a City credit card.
    c. Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
    d. Request and receipt of a travel cash advance.

    For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employees should submit a check with his/her travel expense report to reimburse the City for the difference.

    Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** – A "Travel Expense Report" (on City Intranet) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

    Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

    Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchase), an explanation of the date, time, amount and items purchased should be provided.

    Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

    In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

    Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

    Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

Payments made directly by the City or with the City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

13. **Employee and Approval Signatures**
    a. Employee Signatures – The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that all expenses submitted are appropriate and legitimate expenses incurred in accordance with the City's Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.
    b. Approval Signatures – Supervisors, department heads and/or the City Administrator should insure that cost incurred are appropriate and legitimate and in accordance with the City's Travel Expenses Policy. Expenses that do not meet the policy requirements for reimbursement should be clearly noted and removed from the expense report.

14. **Travel with Family Members** – Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. **Training Attendance Evaluation** – Following the attendance at any conference or training, the employee is required to complete and provide to Personnel a "Travel Attendance Evaluation Form" (on City Intranet). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. **Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator** – All provisions of this policy are also applicable to non-employees (i.e. the Mayor, City Attorney and City Council) traveling to conduct approved City business.

    Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administer and the City Council is the responsibility of the City Administrator and the Finance Director.

    Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** – Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exceptions for the City Administrator may be granted with the approval of the Mayor. Policy exception requests must clearly state the nature and the reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.

APPENDIX E

Unclassified Employee Benefit Summary

Compensation and benefits for unclassified full-time employees

The following are subject to change at any time with advance notice.
The City's Employee Handbook shall cover any issues not addressed.
The City Administrator's interpretation, and/or negotiated offers, of any of the following shall be final.

All Full-Time, Unclassified, Civilian Employees

Compensation

Introductory Period Employees: Your regular wage will be determined by the accepted offering wage at hiring or promotion. After six months of continuous employment, you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All introductory period employees will receive two 6-month Employee Evaluations; one upon the completion of your 6-month hire/promotion introductory period and one upon completion of one year of service of your hire/promotion date. Employees will then move to the annual review period on their anniversary/promotion date.

Employees outside of introductory period: Annually, on your anniversary (or promotion date), you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All wage increases must be accompanied by an Employee Evaluation Form.

Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12-month period, shall have any scheduled step increase delayed for six (6) months.

Education Incentives

Education Reimbursement

The City may pay 50% of tuition, fees and books associated with the pursuit of a college certificate or degree that benefits the City, only if advance written approval by the Department Director and Human Resources Director was obtained prior to enrollment in the class(es). This benefit has a maximum of $5,250 per calendar year, per employee. In order to be eligible for reimbursement the employee must receive a grade of "C" or better for undergraduate work, and "B" or better for graduate level coursework. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under other programs or otherwise not actually paid by the employee.

The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Upon completion of the course, the employee must submit the completed education reimbursement form as well as receipts and evidence of the required grade or certification attached.

Education Compensation

In addition to regular hourly wages, Employees shall receive educational compensation according to the following schedule, for Higher Education completion. Higher Education is defined as education beyond high school, specifically provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

	Monthly Amount
Successful obtainment of an Associate's Degree	$20.00
Successful obtainment of a Bachelor's Degree	$25.00

*Directors of the City will not follow the above schedule, but shall instead receive educational compensation in the amount of $80.00 per month for a college or university degree or, in the event of partial completion, $20.00 per thirty (30) credit hours earned.

Longevity Pay

Additional compensation shall be granted to Employees based upon the length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

	Monthly Amount
Beginning of 8th year of employment	$35.00
Beginning of 11th year of employment	$75.00
Beginning of 14th year of employment	$110.00
Beginning of 17th year of employment	$150.00
Beginning of 21st year of employment	$185.00
Beginning of 25th year of employment	$255.00

Insurance

The employee is entitled to the insurance benefits of the City including medical, dental, life and AD&D. Coverage shall start the first of the month following 30 days of employment.

Medical

Employee Only (Single) Coverage
City pays 92.5% of the premium, employee share is 7.5%

All other coverage (Emp/child, Emp/Spouse, Family)
City pays 82% of the premium, employee share is 18%

Dental

Employee Only (Single) Coverage
City pays 100% of the premium

All other coverage (Emp/child, Emp/Spouse, Family)
Employee is responsible for 100% of the premium

Life and Accidental Death and Dismemberment

City provides a term life policy in the amount equal to the Employee's annual salary plus $7,000 **OR** $52,000; whichever is greater up to a maximum of $100,000

(Sworn employees shall receive a maximum benefit of $52,000, regardless of salary)

Long-Term Disability

City provides 100%, based on salary

Retirement-Principal

Employee must contribute 6% of their gross wages and will receive a 6% City match (of such Employee's gross wages) towards the City's 414(h) pension and retirement plan

(Police and Fire Chiefs follow state statute and/or union contract)

Medical retirement benefit

Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five (5) continuous years, the City will pay the Group Insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and a half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN): After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) of the chosen coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the chosen coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

Additional Voluntary Benefits

The employee is eligible to elect voluntary benefits, premiums of which are paid for 100% by the employee. Coverage, if elected, starts the first of the month following 30 days of employment.

Retirement Savings in a 457 Plan-Principal (deferred or Roth contributions, no City match)

Supplemental Life Insurance

Vision Insurance

Accident/Cancer/Catastrophic-AFLAC

Legal Insurance-Legal Shield

Sick Leave

8 hours per month accrues on the first day following the calendar month of employment. Employees hired prior to 10/01/13 shall be grandfathered at their accrual rate of 12 hours per month. Upon termination of employment for other than cause, 50% of the sick leave hour balance, up to 960 hours, will be paid to employee who have at least five (5) years of service with the City.

Beginning 1st year of employment 8 hours per month

An employee who has submitted a resignation notice shall not be permitted to utilize accrued sick leave during the final fourteen (14) calendar days of employment, except for a bona fide illness or injury supported by medical documentation. Any sick leave used during any final fourteen (14) calendar days of employment, if separation notice is not given, will not be paid out.

Paid Holidays

You are eligible for holiday pay beginning the first day of employment:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Juneteenth

Vacation

8 hours per month accrues on the first day following the calendar month of employment. On September 30th of each year, Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 200 hours. Remaining vacation leave will be paid at employee's termination. Once vacation is accrued, you are entitled to take the leave in accordance with the Handbook procedures. Employees hired prior to 10/01/13 shall be grandfathered at their current accrual rate schedule.

	Monthly Accrual
Start of 1st year of employment	8 hours
Beginning of 5th year of employment	11.00 hours
Beginning of 10th year of employment	14.33 hours
Beginning of 15th year of employment	16.00 hours
Beginning of 20th year of employment	17.66 hours
Beginning of 25th year of employment	21.00 hours

Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

Supplementary Benefits

Administrative Leave Time (full-time, exempt employees)

Admin Leave time can be earned at a rate of one hour of leave time for every one hour of time worked in excess of 80 hours each pay period, not to exceed 80 total hours in a fiscal year. On September 30th of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Comp Time (full-time, non-exempt employees)

Comp time can be earned, and banked, at a rate of 1.5 of the hours exceeding 40 each week, not to exceed 80 hours at any time. Once 80 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. Amount of Comp time for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination.

Allowances

Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.

Bilingual Pay

Upon request of the Department Director; Any employee demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language; AND who is routinely using their bilingual abilities in the performance of their job duties, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the

discretion of the City Administrator. In order to receive such compensation, the employee must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the CEAB and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the CEAB and Human Resources Director will work together to find a company to administer the testing for sign language. In order to receive this compensation, the employee must agree to provide interpretation services while on the clock to the extent that is practical.

ACTFL Proficiency Level	Monthly Amount
Novice High - Intermediate Low	$75
Intermediate Mid - Intermediate High	$150
Advanced Low and Higher	$200

RECEIPT

I have received and read a copy of the City of Bellevue Employee Handbook (Revised ~~September 2021~~July 2026) ~~as well as the line correction approved by City Council on October 5, 2021,~~ which I acknowledge supersedes all previous employee handbooks, manuals, and policies. I understand all of the rules and policies contained in this Employee Handbook and agree to abide by them. I understand that failure to abide by the rules, policies, terms and conditions of my employment may result in disciplinary action, up to and including termination.

Further, I acknowledge that these policies were effective when adopted by City Council (Council) and will supersede any and all employee rules, policies, regulations, or procedures that had been previously adopted by the Council.

I understand that the Employee Handbook is intended to provide employees with an understanding of the City's current employee policies and procedures and that those policies and procedures are subject to change, modification or elimination by the City at any time. I also understand and agree that nothing in this Employee Handbook constitutes an express or implied contract of employment between the City of Bellevue and any employee.

Employee's Signature	Date
Employee's Printed Name	Date
Supervisor's Signature	Date
Supervisor's Printed Name	Date