

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

Tuesday, June 2, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. OPENING OF MEETING

a. Pursuant to the Governor's Executive Order No. 20-03 and 20-24 and due to concerns related to the Coronavirus and for the safety of the City Council, City Employees and the General Public, tonight's meeting (06-02-2020) of the Mayor and the Bellevue City Council will be closed to physical attendance by the public. The Mayor and Bellevue City Council will also be participating virtually from their home or office in order to limit the amount of people physically attending the meeting to less than 10 due to the current guidelines by the Governor and local Health Departments.

There are three ways the public can participate in the meeting.

1) Watch it live via Facebook Live on the City of Bellevue's Facebook Page which is located at www.facebook.com/bellevuene. Questions will also be able to be submitted in writing via this format in the comment's section.

2) Submit your question or concern via email to info.bellevue.net and it will be asked and submitted into the record (if related to an agenda item for public hearing).

3) Call the Community Relations Department at 402-515-6259 anytime during the meeting to receive a phone number and access code to join the meeting via gotomeeting.com.

The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved.

2. PLEDGE OF ALLEGIANCE / INVOCATION

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - *(Posted in the Entry to the Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414, as well as the Governor's Executive Order 20-03)*

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. * Approval of the May 19, 2020 City Council Minutes

6. * APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Bond Refunding Update - Cody Wickham, Senior Vice President Public Finance, D.A. Davidson & Co.

8. ORGANIZATIONAL MATTERS:

a. * Approve Reappointment of Dan Smith to the Building Board of Review, for a five-year term ending, July 2025. (Mayor Hike)

b. * Approve Reappointment of James Hawkins to the Bellevue Housing Authority, for a five-year term ending, August 2025. (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION: None were received

10. LIQUOR LICENSES: None

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3995: Request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE, for the purpose of facilitating the construction of a 50' x 60' barn structure. Applicant: John and Alyssa Buettner. General Location: 8405 South 36th Street. Case #: Z-2003-04. (Planning Manager)

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

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

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

a. Ordinance No. 3996: Amending the Budget for Fiscal Year 2019-2020 and authorize Mayor to sign. (Finance Director)

(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)

b. Ordinance No. 3997: Revised Compensation Ordinance due to recent changes to positions in the City. (Human Resources Director)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3998: Authorizing and providing for the issuance of General Obligation Refunding Bonds, Series 2020C, in an amount not to exceed \$2,070,000.00. (Finance Director)

(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)

b. +++ Ordinance No. 3999: Authorizing the Mayor and Chief of Police, after the declaration of any emergency, to enact certain orders to protect the community (City Administrator)

(Possibility of requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommendation to approve Event Application for Kevin Power to host his 6th Annual Private Charity Event, to raise donations for the Bellevue Food Pantry, at his home - 108 Fox Meadow Court, on Saturday, July 25, 2020 from 7:00 p.m. - 11:00 p.m., with live music and waive the \$50 Event Fee. (City Clerk)

15. RESOLUTIONS:

a. Resolution No. 2020-23: Awarding the 36th Street, N-370 - Sheridan Rd, Bellevue project identified as MAPA-5061(5) to Chas. Vrana & Son Construction Co., in an amount not to exceed \$18,015,459.99 (with City share of \$6,375,460.00) and authorize the Mayor to sign the contract on behalf of the city. (Public Works Director)

b. Resolution No. 2020-24: Regarding the risk exposure to COVID-19 through the use of municipal property for adult and youth recreational programs and authorize the Mayor to sign. (City Attorney)

c. Resolution No. 2020-25: A resolution in opposition to the Sarpy County Board proposed Resolution to set a maximum county tax levy allocation for rural and suburban fire districts in Sarpy County at Fifteen Cents per One Hundred Dollars (.15). (City Attorney)

d. Res. No. 2020-26: Approval of the Proposed Budget for the Sarpy County and Cities Wastewater Agency 2020-2021 Fiscal Year Budget and authorize the Mayor to sign (Administration)

16. CURRENT BUSINESS:

a. * Request permission to purchase a new Bobcat from Clark Equipment Company, dba "Bobcat" for the Cemetery Department, in an amount not to exceed \$34,377.68 and authorize the Mayor to sign. (Public Works Director)

b. * Approve and authorize the Mayor to sign the low, responsive responsible bid from Midwest DCM, for the CDBG Washington Park Improvements project, in an amount not to exceed \$233,883 plus a 10% contingency totaling \$257,271. (Public Works Director)

17. ADMINISTRATION REPORTS

a. Update on COVID-19

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

*5b1.
5/19/2020

Bellevue City Council Meeting, May 5, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 5th day of May, 2020, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-003, on Tuesday, May 5, 2020 at 6:00 p.m. the Bellevue City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, for video conference were City Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

Pursuant to the Governor's Executive Order 20-003, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public joined using Facebook live via the City of Bellevue's Facebook page or by connecting to the GoToMeeting.

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

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-003.

APPROVAL OF THE AGENDA

Motion was made by Shannon, seconded by Burns, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

Motion made by Burns, seconded by Welch, to approve the consent agenda which included the following: Approval of April 21, 2020 City Council Minutes; Acknowledge receipt of the April 23, 2020 Planning Commission Minutes; Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Civilian Employee's Association of Bellevue (CEAB) for a change to comp time limits and authorize the Mayor to execute; Acknowledgement of receipt of the Sarpy County Economic Development Corporation - 1st Quarter Update Report; Approval of Claims; Approve and authorize the Mayor to sign the low bid of \$182,834.00 plus a 10% contingency totaling \$201,117.00 with Heimes Corp., for the Avery Sewer Project; Approve and authorize the Mayor to sign Amendment 1 to the Agreement for WasteWater Service with the City of Omaha that was entered into on November 9, 2015; and Approve and authorize the Mayor to sign the low bid of \$138,496.00 plus a 10% contingency totaling \$152,346.00 with Midwest DCM, for CDBG Pavement Improvements - 17th Street Project.

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

SPECIAL PRESENTATIONS:

Proclamation declaring May 16, 2020 as "Kids to Park Day"

Mayor Hike explained the Park Trust renamed the proclamation to "Parks to Kids Day" due to the parks being brought to the kids. Mayor Hike read a proclamation declaring May 16, 2020 as "Parks to Kids Day".

Ms. Joslyn Stamp, 6th grader at Fairview, Buddy and Ambassador for the National Park Trust, spoke in regards to bringing parks to kids.

Mayor Hike commented if you go to kidstoparks.parktrust.org you can load an app to your phone which brings the parks to you.

Proclamation declaring the week of May 17th - 23rd, 2020 as "National Public Works Week"

Mayor Hike read a proclamation declaring May 17th - 23rd, 2020 as "National Public Works Week"

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommendation to approve a Special Designated Liquor License for St. Bernadette Catholic Church on Sunday, July 12, 2020, from 12:00 p.m. to 9:00 p.m. for their Church Festival, at St. Bernadette's Catholic Church, 7600 South 42nd Street, Bellevue. (City Clerk)

Motion made by Preister, seconded by Burns, to recommend to approve a Special Designated Liquor License for St. Bernadette Catholic Church on Sunday, July 12, 2020, from 12:00 p.m. to 9:00 p.m. for their Church Festival, at St. Bernadette's Catholic Church, 7600 South 42nd Street, Bellevue.

MINUTE RECORD

Bellevue City Council Meeting, May 5, 2020, Page 2

Mayor Hike opened the Public Hearing.

No one spoke in opposition or in favor of this request. Mayor Hike closed the Public Hearing.

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

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 3993, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read for the third and final time.

Motion was made by Cook, seconded by Welch, that Ordinance No. 3939 be adopted.

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

Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Stinson, seconded by Cook, that Ordinance No. 3994 be adopted.

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

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

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

Motion was made by Shannon, seconded by Preister, to table Ordinance No. 3966 until June 2, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: None. Motion carried.

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

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

Mr. Bruce Yoder, via Facebook Live, questioned why the annexations are tabled. Ms. Bree Robbins, City Attorney, explained a trial was held in December regarding a different annexation. The City is awaiting the decision from the judge on that annexation. As soon as the judge reaches a decision, the City will then know how to proceed on Normandy Hills and Cedar View.

MINUTE RECORD

Bellevue City Council Meeting, May 5, 2020, Page 3

Motion was made by Shannon, seconded by Preister, to table Ordinance No. 3970 until June 2, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: None. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 3995: Request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE, for the purpose of facilitating the construction of a 50' x 60' barn structure. Applicant: John and Alyssa Buettner. General Location: 8405 South 36th Street. Case #: Z-2003-04. (Planning Manager)

Ordinance No. 3995, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 8405 South 36th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on May 19th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2020-20: Approve and authorize the Mayor to sign resolution amending the Master Fee Schedule to include application fees for the deployment of small wireless facilities (Legal)

Motion was made by Burns, seconded by Welch, to approve Resolution No. 2020-20: Approve and authorize the Mayor to sign resolution amending the Master Fee Schedule to include application fees for the deployment of small wireless facilities. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS: None

ADMINISTRATION REPORTS:

Update on COVID-19

Mr. Mark Elbert, Community Development Director, provided an update on COVID-19. Mr. David Daisy, via Facebook Live, questioned why the spring cleanup was canceled. Mr. Elbert explained the City partners with Papillion Sanitation and both parties were in agreement to postpone the cleanup due to COVID-19 to keep the citizens and employees safe. Mr. Jim Ristow, City Administrator, commented the tree dump will open on May 9th.

CLOSED SESSION: None

ADJOURNMENT:

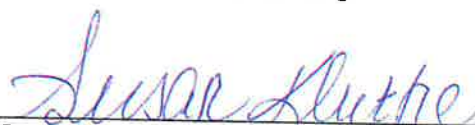
There being no further business to come before the Council at this time, on motion by Shannon, seconded by Stinson, the meeting adjourned at 6:31 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.


Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, Susan Kluthe, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 5, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Susan Kluthe, City Clerk

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

MAYOR

U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	52.12
		<u>52.12</u>
		\$ 52.12

CITY ADMINISTRATOR

ANDERSON FORD	2020 FORD EXPLORER	29,139.00
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	144.55
		<u>29,283.55</u>
		\$ 29,283.55

LEGAL

MISSOURI RIVER TITLE COMPANY	PERMANENT EASEMENT-RECORDING FEES	129.00
SARPY COUNTY CLERK DISTRICT COURT	LEGAL FILING FEE	402.00
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	89.25
		<u>620.25</u>
		\$ 620.25

CABLE ADVISORY

U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	49.12
		<u>49.12</u>
		\$ 49.12

CITY CLERK

MARATHON VENTURES	MARATHON VENTURES-TIF #8789	27,170.76
SMITH DAVIS INSURANCE INC	SURETY BOND-KLUTHE	40.00
SUBURBAN NEWS ADV	LEGAL ADS-APR 2020	429.77
SUSAN KLUTHE	REIMB FOR FILE CABINET AND TABLE	64.20
		<u>27,704.73</u>
		\$ 27,704.73

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PLASTIC BOTTLES, THERMOMETER	139.97
COSGRAVE COMPANY	US FLAGS FOR CITY BUILDINGS	389.00
INDOFF	OFFICE SUPPLIES	215.85
LOGAN CONTRACTORS SUPPLY	CONNECTORS, OVERSHOES, HANDLES	40.24
THE CURE	FIRST AID SUPPLIES	53.97
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	54.16
		<u>893.19</u>
		\$ 893.19

LIBRARY

AMAZON.COM, LLC	BOOKS, COMPUTER SUPPLIES, OFFICE SUPPLIES, VIDEOS, PROGRAM SUPPLIES	1,090.06
CENGAGE LEARNING, INC	BOOKS	570.20
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	107.39
GALVIN GLASS	GLASS FOR DESKS	108.44
INGRAM LIBRARY SERVICES	BOOKS	1,755.69
LIBRARY IDEAS	BOOKS	330.60
MENARDS	PANEL NAILS	15.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-8	236.67
QUADIENT FINANCE USA, INC	POSTAGE METER LEASE-JUN TO SEP 2020	176.46
QUADIENT FINANCE USA, INC	POSTAGE METER REFILL	759.63
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
STAPLES ADVANTAGE	PRINTER SUPPLIES	137.86
		<u>5,353.84</u>
		\$ 5,353.84

ADMINISTRATIVE SERVICES/PERSONNEL

SUBURBAN NEWS ADV	LEGAL AD	12.02
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	80.64
		<u>92.66</u>
		\$ 92.66

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

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PUBLIC WORKS

DC ELECTRIC/HEARTLAND LIGHTING	ELECTRIC WORK ON GAS PUMP	1,960.80
FELSBURG HOLT & ULLEVIG, INC	TIDAL WAVE REVIEW-TRAFFIC IMPACT	550.00
HDR ENGINEERING, INC	SO LIFT STATION EVALUATION	2,724.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-6	9.13
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-5-13	185.23
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	281.18
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		\$ 5,710.90

PARKS

AMAZON.COM, LLC	PRUNING GLCVES	35.60
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON PARK	166.00
ASP ENTERPRISES, INC	GRASS MATTING, REBAR	747.00
CM'S OUTDOOR SOLUTIONS GROUP	SID 171, TREGARON-MOWING AND LANDSCAPING	1,762.00
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	363.42
J & J SMALL ENGINE SERVICE	SPEED FEED HEAD	164.95
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	66.35
MENARDS	GLOVES	19.98
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-11	272.76
NEWMAN SIGNS	SIGN FOR PARK-SORENSEN	25.82
SITEONE LANDSCAPE SUPPLY	LIQUID HERBICIDE	288.36
THOMPSON DREESSEN & DORNER	LOOKINGGLASS SPLASH PAD	10,400.00
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	239.94
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
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		\$ 14,565.60

RECREATION

ALMA TORRES	REFUND FOR PARTY DEPOSIT-COVID	375.00
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	88.39
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	64.23
WESTLAKE ACE HARDWARE	GLOVES, TROWEL	78.72
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		\$ 606.34

BUILDING MAINTENANCE

ADVANCED CARPET CLEANING, INC	CLEAN, SANITIZE CARPET-LIBRARY	2,040.00
CONTROL MASTERS, INC	REPLACE HP SERVICE	279.42
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT POWER TO DOORS	450.00
FIRE PROTECTION SERVICES, LLC	FIRE ALARM INSPECTION	1,018.75
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST	78.57
LUND-ROSS CONSTRUCTORS, INC	COUNCIL CHAMBER COLUMN REMOVAL	5,971.50
MENARDS	CHIME, STRAW, LUMBER, PLANTS, MULCH, MORTAR MIX	1,122.11
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-5	615.65
OMAHA DOOR & WINDOW COMPANY	REPLACE DOOR-LAKESIDE VILLAGE PARK	972.38
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
ROTO-ROOTER SERVICES CO	CLEAN SEWER PIPE	392.00
STANDARD HEATING & A/C	RENEW CONTRACT	141.15
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,743.51
TREES SHRUBS AND MORE	PLANTS	509.00
TRICO MECHANICAL SERVICES	AC MAINTENANCE-LIBRARY	936.00
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	25.20
WESTLAKE ACE HARDWARE	MULCH, FAUCET, PLANTS, TOOLS	801.03
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		\$ 17,388.27

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

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CEMETERY

COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	83.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-5	89.80
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
READY MIXED CONCRETE COMPANY	CONCRETE	7,456.15
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	49.12
WESTLAKE ACE HARDWARE	HEDGE TRIMMER, SUPPLIES	344.15
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		\$ 8,172.61

STREETS

ALFRED BENESCH & COMPANY	25TH IMPROVEMENT-MAY 30	19,669.50
ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENTS	15,798.00
AMAZON.COM, LLC	PRINTER, CABLE, SUPPLIES	137.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.62
CORNHUSKER INTERNATIONAL TRUCKS	NEW 2021 INTERNATIONAL TRUCK	108,500.00
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	274.17
HGM ASSOCIATES INC	15TH ST EXTENSION DESIGN	10,806.25
LOGAN CONTRACTORS SUPPLY	CONNECTORS, OVERSHOES, HANDLES	410.07
MARTIN PRODUCTS SALES, LLC	BULK OIL	444.00
MENARDS	COUPLING, CLAMP	14.01
METRO LEASING	8725-ASPHALT RECYCLER LEASE PAYMENT	3,805.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-5	568.53
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICE #545- 36TH ST	1,894.15
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-5-13	154.30
READY MIXED CONCRETE COMPANY	CONCRETE	12,806.20
SHERWIN WILLIAMS CO	PAINT	181.00
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	241.65
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	DRILL	6.29
		<hr/>
		\$ 175,738.47

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHTS FOR CRUISER	1,022.50
AA WHEEL & TRUCK SUPPLY, INC	GATE LIFT ASSIST	115.27
ALLIED OIL & TIRE COMPANY	DIESEL EXHAUST FLUID	165.00
AMAZON.COM, LLC	FENDER LINER	10.27
ARROW TOWING	HEAVY DUTY TOW	200.00
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	214.70
B2 ENVIRONMENTAL, INC	WELDING FUMES ASSESSMENT	1,100.00
BAXTER CHRYSLER DODGE JEEP	STEERING MODULE, VALVE, LOWER ARM	593.77
BAXTER FORD	SENSOR, GASKET, BOLTS	174.64
BOBCAT OF OMAHA	VALVE, COIL	340.63
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR KIT, TRANSDUCER	240.26
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	107.39
FACTORY MOTOR PARTS CO	FILTERS, SPARK PLUGS	2.61
FARM PLAN	PARTS, TIRE, OIL	472.12
INDOFF	COPY PAPER	75.00
INLAND TRUCK PARTS CO	END YOKE	442.40
INTERSTATE BATTERIES	BATTERIES	79.90
KRIHA FLUID POWER CO	FITTINGS	763.41
MATHESON TRI-GAS INC	WELDING SUPPLIES	99.09
MENARDS	PEST CONTROL, 2 CYCLE OIL	28.42
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

PAGE 4

FLEET MAINTENANCE (cont'd)

NAPA AUTO PARTS	FILTERS, CONNECTORS, WIRE, SENSORS, V-BELT, FLOOR DRY	1,233.13
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARRIAGE BOLTS, CONNECTORS	41.24
NMC EXCHANGE LLC	SPROCKET	558.00
P&M HARDWARE	GASKET, STUD, NUTS, PULLEY, BUSHING, HYD HOSES	701.36
POWERPLAN	BREATHER, SEALS, FILTERS, NUTS, ROD PINS, STUDS, BOLTS	835.49
QUALITY TIRES, INC	MOWER TIRES	317.00
STATE STEEL	EXPANDED METAL	117.22
SUSPENSION SHOP	SPRINGS AND HELPERS	1,346.08
TERMINAL SUPPLY CO	CABLE SEALS, CONNECTORS	128.94
TOYNE, INC	HANDWHEEL ASSEMBLY, TRANSDUCER	386.35
TY'S OUTDOOR POWER & SERVICE	HYDRO OIL	85.24
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	70.37
VALMONT COATINGS	STRUCTURAL MATERIAL FINISH	606.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WATEROUS COMPANY	WATER PUMP PACKING KIT	544.99
WAYTEK, INC	POWER FUSE MODULE	229.54
WESTLAKE ACE HARDWARE	FLAT WASHERS, CHAIN	21.76
WOODHOUSE FORD SOUTH	REAR MIRROR ASSEMBLY	476.36
		<hr/>
		\$ 14,093.85

PLANNING

DOUGLAS COUNTY POST	LEGAL ADS	19.97
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-6	8.26
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-5-13	167.83
SUBURBAN NEWS ADV	LEGAL ADS	65.86
		<hr/>
		\$ 261.92

PERMITS & INSPECTIONS

ANDERSON EXCAVATING CO	PARADISE LAKE DEMOLITION-PHASE 1	238,080.00
BELT CONSTRUCTION CO, INC	REFUND FOR PROJECT CANCELLED	825.00
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION-7312 S 25TH ST	10,100.00
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION 3636 EDNA ST	3,500.00
DUSTIN SHELDON	REFUND FOR BLDG INSPECTOR EXAM	219.00
ELECTRICAL COMPANY OF OMAHA	REFUND FOR PROJECT CANCELLED	556.26
HEIMES CORPORATION	REFUND FOR PROJECT CANCELLED	157.68
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.60
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	227.36
SHELL SUPER STORE	CAR WASH	3.75
		<hr/>
		253,707.65

PERMITS & INSPECTIONS

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-6	11.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-5-13	223.78
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	271.02
		<hr/>
		\$ 505.84

POLICE/CODE ENFORCEMENT

ACTION SIGNS	INSTALL GRAPHIC ON CRUISER	75.00
AMAZON.COM, LLC	CAMERAS, HARD DRIVE, OFFICE SUPPLIES, PRINTER	1,689.87
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUIT	371.61

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

PAGE 5

POLICE/CODE ENFORCEMENT (cont'd)

COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	235.79
CULLIGAN OF OMAHA	BOTTLED WATER	270.30
DAY ELECTRIC SERVICE, INC	REPLACE BOX BY GATE	304.88
DON'S PIONEER UNIFORMS	NAME TAGS, DUTY BELT	504.92
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	725.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE PAYMENT-MAY 2020	521.58
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	8.70
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	700.00
GREAT PLAINS UNIFORMS	TACTICAL VESTS	1,452.24
J P COOKE COMPANY	NOTARY STAMPS-MILLER, PETTIT	87.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-1510 WALL ST	66.77
KURT STROEHER	REIMB FOR CABINET KEYS	74.25
LANGUAGE TESTING INTERNATIONAL, INC	SPANISH TESTING-SOLORIO	60.00
MENARDS	PLANTS, FLOWERS, TARP, PAINT	200.38
METRO LEASING	8734-POLICE CRUISER LEASE PAYMENT	22,045.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-6	201.07
MIDLANDS PRINTING	BUSINESS CARDS	102.00
MOTOLIGHT	SAFETY LIGHTING FOR MOTORCYCLES	2,736.96
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-5-13	4,080.69
PROGRESSIVE BUSINESS TECHNOLOGIES	ANNUAL MAINTENANCE CONTRACT-EVIDENCE PRINTER	245.00
SECRETARY OF STATE	NOTARY FEE-VEST, MELROSE	60.00
SMITH DAVIS INSURANCE INC	SURETY BOND-VEST	40.00
SPRINT	MONTHLY SERVICE-2020-5-9	125.22
TRAVELERS	AUTO LIABILITY CLAIM	3,650.50
TRI-TECH FORENSICS, INC	FORENSIC SUPPLIES	58.48
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	3,870.21
		\$ 44,564.02

FIRE & RESCUE

A A HORWATH & SONS	REPAIR DRYER-DIST 3	437.75
AIRGAS USA, LLC	MEDICAL SUPPLIES	27.30
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, LICENSING FEE	8,275.40
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	576.95
ED M FELD EQUIPMENT CO	SCBA REPAIR	72.50
INDOFF	OFFICE SUPPLIES	225.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	264.66
MATHESON TRI-GAS INC	MEDICAL SUPPLIES	37.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-5-5	2,743.80
SHRED-IT USA	SHREDDING SERVICE	72.00
TED'S MOWER SALES & SERVICE	SHARPEN BLADES	60.00
TR CONSTRUCTION, LLC	FIRE TRAINING FACILITY PAVEMENT	76,003.65
U.S. CELLULAR	MONTHLY SERVICE-2020-5-4	831.37
		\$ 89,627.63

NON-DEPARTMENTAL/CONTRACT

CENTURY LINK	MONTHLY SERVICE-2020-5-01	980.20
COX BUSINESS SERVICES	MONTHLY INTERNET SERVICE-APR 2020	430.81
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-FEB, MAR, APRIL 2020	4,950.00
NE-DEPARTMENT OF REVENUE	SALES TAX-APRIL 2020	40.13
PM AM CORPORATION	ALARM REGISTRATION FEES-APR 2020	1,560.00
		\$ 7,961.14

MINUTE RECORD

CLAIMS FOR JUNE 2, 2020

INFORMATION TECHNOLOGY

GRAYBAR ELECTRIC
U.S. CELLULAR

COMMUNICATION PARTS
MONTHLY SERVICE-2020-5-4

684.21
40.29

\$ 724.50

WASTEWATER

AMAZON.COM, LLC
COX BUSINESS SERVICES
ELLIOTT EQUIPMENT CO
GRAINGER
MENARDS
METROPOLITAN UTILITIES DIST
RMS UTILITIES SERVICES
U.S. CELLULAR

GLOVES, OFFICE SUPPLIES, PRINTER SUPLIES
MONTHLY INTERNET SERVICE-APR 2020
CONNECTORS, BOLTS, PIGTAILS
MARKING FLAGS, PAINT, HVAC MOTOR, VALVE
LIGHT BULBS, TAPE, BATTERIES
MONTHLY SERVICE-2020-5-6
TRACKER FLOW MONITORING SERVICE-AUG
2019
MONTHLY SERVICE-2020-5-4

356.83
83.39
1,081.87
466.37
45.40
336.56
2,400.00
448.84

\$ 5,219.26

COMMUNITY DEVELOPMENT

ABBY HIGHLAND

CDBG CONSULTANT FEE-APR 2020

4,325.50

\$ 4,325.50

TOTAL CLAIMS FOR JUNE 2, 2020 \$ 707,222.96

TOTAL PAYROLL FOR MAY 15, 2020 \$ 939,430.29

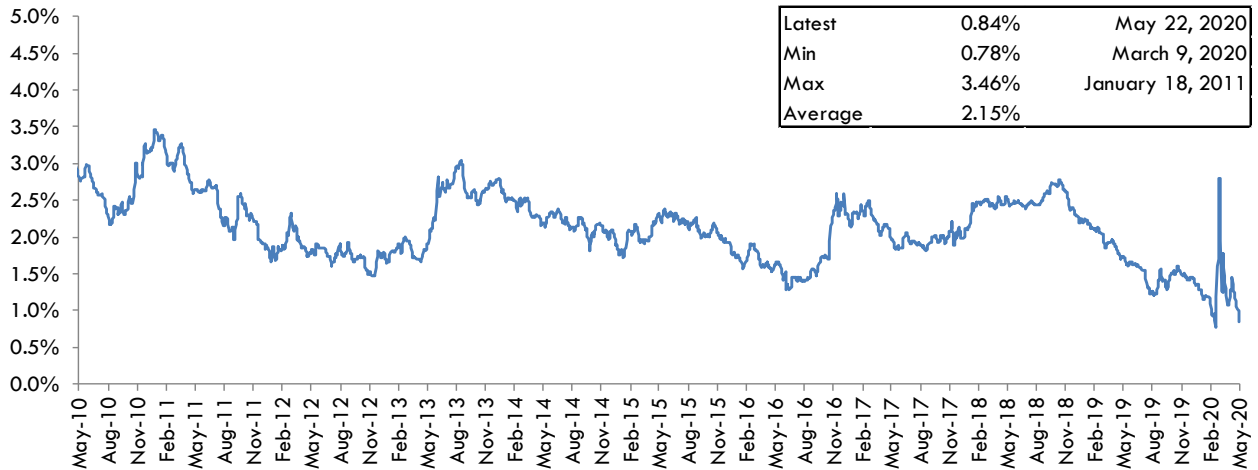
MUNICIPAL MARKET UPDATE

May 26, 2020

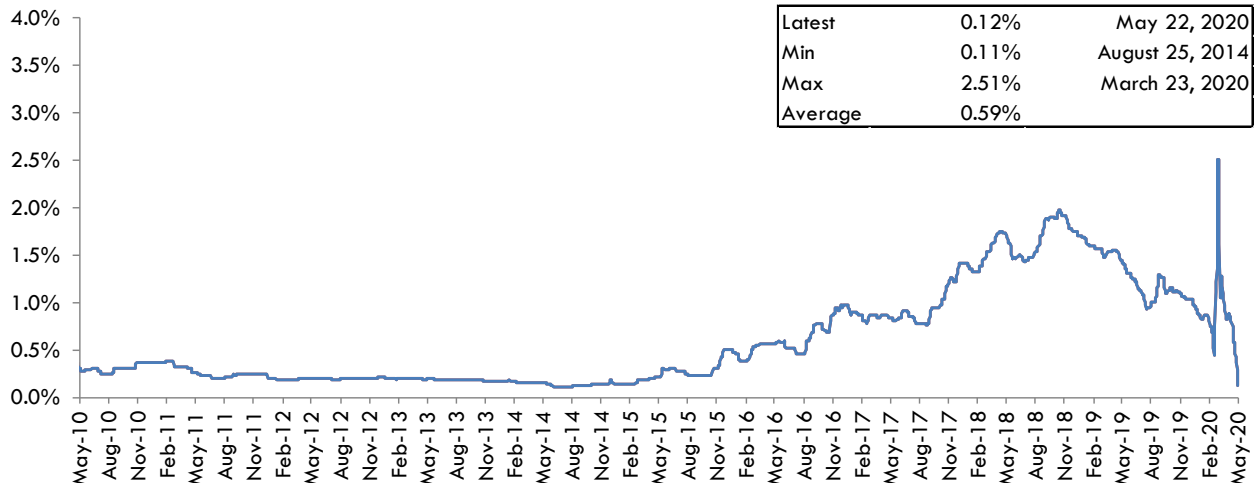
“AAA” MUNICIPAL MARKET DATA INDEX (MMD), 20-YEAR MATURITY: 05/22/2010-05/22/2020



“AAA” MUNICIPAL MARKET DATA INDEX (MMD), 10-YEAR MATURITY: 05/22/2010-05/22/2020



“AAA” MUNICIPAL MARKET DATA INDEX (MMD), 1-YEAR MATURITY: 05/22/2010-05/22/2020



Final Official Statement Dated June 16, 2015

In the opinion of Bond Counsel, under existing laws, regulations and court decisions and subject to the qualifications set forth herein under "TAX EXEMPTION," interest on the Bonds is not includable in gross income for purposes of regular federal and Nebraska state income taxation. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"), but may be required to be included in the calculation of adjusted current earnings to be used in computing corporate alternative minimum taxable income. See the caption "TAX EXEMPTION" herein.

\$4,565,000
CITY OF BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015

Dated: July 15, 2015

Due: June 15 as shown below

The General Obligation Refunding Bonds, Series 2015 (the "Bonds") are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Bonds will not receive physical delivery of certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. Interest on the Bonds is payable on December 15, 2015, and on each June 15 and December 15 thereafter. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE BONDS-Global Book-Entry Bonds." The City Treasurer in Bellevue, Nebraska, will act as Paying Agent and Registrar for the Bonds. For terms relating to payments made to DTC or its nominee or in the event that the use of book-entry form is discontinued, see "THE BONDS."

MATURITY SCHEDULE

December 15 Maturity	Principal Amount	Interest Rate	Price	December 15 Maturity	Principal Amount	Interest Rate	Price
2015	\$410,000	0.35%	100.00%	2022	\$455,000	2.20%	100.00%
2016	375,000	0.65	100.00	2023	225,000	2.40	100.00
2017	375,000	1.00	100.00	2024	235,000	2.55	100.00
2018	385,000	1.30	100.00	2025	250,000	2.70	100.00
2019	395,000	1.50	100.00	2026	270,000	2.85	100.00
2020	435,000	1.75	100.00	2027	305,000	3.00	100.00
2021	450,000	2.00	100.00				

(Accrued interest, if any, from July 15, 2015 to be added)

The Bonds are subject to optional redemption prior to maturity at any time on or after July 15, 2020, at par plus accrued interest to the date of redemption, as described herein.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Rembolt Ludtke LLP, Lincoln, Nebraska, Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about July 15, 2015.

AMERITAS INVESTMENT CORP.

SOURCES AND USES OF FUNDS

THE CITY of BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C
Pay & Cancel Refunding of Series 2015 G.O. Refunding Bonds
 Assumes BQ, AA+ Rating, Proportional Debt Service 2027 Final Maturity
 [Preliminary -- for discussion only]

Dated Date 07/15/2020
 Delivery Date 07/15/2020

Sources:

Bond Proceeds:	
Par Amount	2,070,000.00
Premium	95,742.10
	<u>2,165,742.10</u>
Other Sources of Funds:	
Cash for Costs of Issuance*	32,770.00
Ser. 2015 P&I due 12/15/20	465,805.00
	<u>498,575.00</u>
	<u>2,664,317.10</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	2,630,134.17
Cost of Issuance:	
Underwriter's Fee	19,665.00
Costs of Issuance	3,105.00
Rating Fee (est.)	10,000.00
	<u>32,770.00</u>
Other Uses of Funds:	
Rounding Amount	1,412.93
	<u>2,664,317.10</u>

SUMMARY OF REFUNDING RESULTS

THE CITY of BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C
Pay & Cancel Refunding of Series 2015 G.O. Refunding Bonds
Assumes BQ, AA+ Rating, Proportional Debt Service 2027 Final Maturity
[Preliminary -- for discussion only]

Dated Date	07/15/2020
Delivery Date	07/15/2020
Arbitrage yield	1.076477%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,070,000.00
True Interest Cost	1.169994%
Net Interest Cost	1.203602%
All-In TIC	1.600420%
Average Coupon	2.444588%
Average Life	3.727
Weighted Average Maturity	3.728
Par amount of refunded bonds	2,625,000.00
Average coupon of refunded bonds	2.632107%
Average life of refunded bonds	3.457
Remaining weighted average maturity of refunded bonds	3.457
PV of prior debt to 07/15/2020 @ 1.076477%	2,766,812.99
Net PV Savings	96,692.30
Percentage savings of refunded bonds	3.683516%

SAVINGS

THE CITY of BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C
Pay & Cancel Refunding of Series 2015 G.O. Refunding Bonds
Assumes BQ, AA+ Rating, Proportional Debt Service 2027 Final Maturity
[Preliminary -- for discussion only]

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 07/15/2020 @ 1.0764772%
07/15/2020		465,805.00	-465,805.00		-465,805.00		-465,805.00
09/15/2020				9,200.00	-9,200.00		-9,183.55
09/30/2020						-475,005.00	
12/15/2020	465,805.00		465,805.00		465,805.00		463,725.97
03/15/2021				27,600.00	-27,600.00		-27,403.16
06/15/2021	26,998.75		26,998.75		26,998.75		26,734.35
09/15/2021				402,600.00	-402,600.00		-397,588.79
09/30/2021						62,603.75	
12/15/2021	476,998.75		476,998.75		476,998.75		469,798.87
03/15/2022				21,975.00	-21,975.00		-21,585.29
06/15/2022	22,498.75		22,498.75		22,498.75		22,040.52
09/15/2022				416,975.00	-416,975.00		-407,387.63
09/30/2022						60,547.50	
12/15/2022	477,498.75		477,498.75		477,498.75		465,269.33
03/15/2023				16,050.00	-16,050.00		-15,597.02
06/15/2023	17,493.75		17,493.75		17,493.75		16,954.45
09/15/2023				421,050.00	-421,050.00		-406,976.14
09/30/2023						57,892.50	
12/15/2023	242,493.75		242,493.75		242,493.75		233,759.99
03/15/2024				9,975.00	-9,975.00		-9,589.96
06/15/2024	14,793.75		14,793.75		14,793.75		14,184.59
09/15/2024				214,975.00	-214,975.00		-205,570.45
09/30/2024						32,337.50	
12/15/2024	249,793.75		249,793.75		249,793.75		238,225.73
03/15/2025				6,900.00	-6,900.00		-6,562.82
06/15/2025	11,797.50		11,797.50		11,797.50		11,190.92
09/15/2025				221,900.00	-221,900.00		-209,926.61
09/30/2025						32,791.25	
12/15/2025	261,797.50		261,797.50		261,797.50		247,007.45
03/15/2026				4,750.00	-4,750.00		-4,469.64
06/15/2026	8,422.50		8,422.50		8,422.50		7,904.13
09/15/2026				234,750.00	-234,750.00		-219,711.73
09/30/2026						30,720.00	
12/15/2026	278,422.50		278,422.50		278,422.50		259,888.06
03/15/2027				2,450.00	-2,450.00		-2,280.78
06/15/2027	4,575.00		4,575.00		4,575.00		4,247.58
09/15/2027				247,450.00	-247,450.00		-229,125.04
09/30/2027						33,097.50	
12/15/2027	309,575.00		309,575.00		309,575.00		285,881.03
09/30/2028						309,575.00	
	2,868,965.00	465,805.00	2,403,160.00	2,258,600.00	144,560.00	144,560.00	128,049.37

Savings Summary

PV of savings from cash flow	128,049.37
Less: Prior funds on hand	-32,770.00
Plus: Refunding funds on hand	1,412.93
Net PV Savings	96,692.30

BOND PRICING

**THE CITY of BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C
Pay & Cancel Refunding of Series 2015 G.O. Refunding Bonds
Assumes BQ, AA+ Rating, Proportional Debt Service 2027 Final Maturity
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds:								
	09/15/2021	375,000	3.000%	0.780%	102.572			
	09/15/2022	395,000	3.000%	0.850%	104.605			
	09/15/2023	405,000	3.000%	0.940%	106.411			
	09/15/2024	205,000	3.000%	1.050%	107.928			
	09/15/2025	215,000	2.000%	1.150%	104.118	1.176%	07/15/2025	100.000
	09/15/2026	230,000	2.000%	1.230%	103.722	1.368%	07/15/2025	100.000
	09/15/2027	245,000	2.000%	1.300%	103.378	1.501%	07/15/2025	100.000
		2,070,000						

Dated Date	07/15/2020	
Delivery Date	07/15/2020	
First Coupon	09/15/2020	
Par Amount	2,070,000.00	
Premium	95,742.10	
Production	2,165,742.10	104.625222%
Underwriter's Discount		
Purchase Price	2,165,742.10	104.625222%
Accrued Interest		
Net Proceeds	2,165,742.10	

BOND DEBT SERVICE

THE CITY of BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C
Pay & Cancel Refunding of Series 2015 G.O. Refunding Bonds
Assumes BQ, AA+ Rating, Proportional Debt Service 2027 Final Maturity
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/15/2020			9,200	9,200	
09/30/2020					9,200
03/15/2021			27,600	27,600	
09/15/2021	375,000	3.000%	27,600	402,600	
09/30/2021					430,200
03/15/2022			21,975	21,975	
09/15/2022	395,000	3.000%	21,975	416,975	
09/30/2022					438,950
03/15/2023			16,050	16,050	
09/15/2023	405,000	3.000%	16,050	421,050	
09/30/2023					437,100
03/15/2024			9,975	9,975	
09/15/2024	205,000	3.000%	9,975	214,975	
09/30/2024					224,950
03/15/2025			6,900	6,900	
09/15/2025	215,000	2.000%	6,900	221,900	
09/30/2025					228,800
03/15/2026			4,750	4,750	
09/15/2026	230,000	2.000%	4,750	234,750	
09/30/2026					239,500
03/15/2027			2,450	2,450	
09/15/2027	245,000	2.000%	2,450	247,450	
09/30/2027					249,900
	2,070,000		188,600	2,258,600	2,258,600



*8a.

6/2/2020

City of Bellevue

Office of the Mayor

1500 Wall Street ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3022

MEMORANDUM

TO: Council President Don Preister and Council members

FROM: Mayor Rusty Hike

DATE: May 18th, 2020

SUBJECT: Reappointment to the Building Board of Review

Please consider the following for Reappointment to the Building Board of Review.

Dan Smith
305 Ridgewood Drive N
Bellevue, NE 68005
402-213-4445

He will serve another (5) five-year term ending July 2025.

Executive Assistant
Office of the Mayor
1500 Wall St
Bellevue, NE 68005

Good afternoon,

The following is submitted per request.

My name is Dan Smith

EDUCATION Master of Arts, Salve Regina College
International Relations / Economics

Master of Arts, Naval War College
Strategic Studies / National Security

Master of Arts Central Michigan University
Business Management

Bachelor of Science, Indiana State University
Industrial Technology & Engineering

Cleveland Institute of Electronics
FCC Amateur Radio 1st class license

United States Naval Aviation Electronics School
Memphis, TN

STUDIED AT Purdue University
Electrical Engineering

Rose-Hulman Polytechnic Institute
Industrial Engineering

PUBLICATIONS VSTOL, A Prototype Concept Study. Classified Secret. Joint effort by 13 member study team. Authored antisubmarine operations feasibility chapters. Involved algorithm of sound propagation and application of future design aircraft tactics.

Antisubmarine Warfare Techniques using Side Scan Sonar in the Mediterranean Sea. Classified Top Secret, SCI, NOFORN. Masters thesis: Naval War College. Although most significant subject matter remains classified, central research involved methods of acoustic detection of underwater mass relative to sonar phenomenology of small square meter objects.



*8b.
6/2/2020

City of Bellevue
Office of the Mayor
1500 Wall Street ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3022

MEMORANDUM

TO: Council President Don Preister and Council members
FROM: Mayor Rusty Hike
DATE: May 26th, 2020
SUBJECT: Reappointment to the Bellevue Housing Authority

Please consider the following for Reappointment to the Bellevue Housing Authority.

James Hawkins
414 Greenbriar Court
Bellevue, NE 68005
402-292-7687

He will serve another (5) five-year term ending August 2025.

JAMES R. HAWKINS

414 Greenbriar Ct • Bellevue, NE 68005
Phone/Fax (402) 292-7687 • E-mail: hawkins83@home.net

EDUCATION AND TRAINING

- B.S. in Secondary Special Education, Peru State College Dec 2002
- M.S. in Administration, Central Michigan University Dec 1988
- B.S. in Wildlife Ecology, University of Arizona May 1980
- Air War College / Air Command and Staff College / Squadron Officer's School

PROFESSIONAL EXPERIENCE

Managing Partner & Superintendent at Fontenelle Hills Golf Course: Jan 2011 - Present

- Property owner, business manager, course superintendent of a local nine-hole golf course

Business Owner: Aug 2007 – Dec 2019

General Partner, Hawkins & Valley Holdings, LLC, Omaha, NE & Austin, TX Aug 2007 – Dec 2019

- Owned and managed business and residential rental properties

Program Manager, Youth Worker, Teacher: Mar 2001 – Aug 2007

Youth Services Manager Goodwill Ind., Omaha, NE Mar 2005 – Aug 2007

- Managed three grant programs involving 400 youth, a budget of over \$2.2 million, and a staff of 15 – Manager of the Year for 2005
- Built two programs from the ground up – hiring, equipping, training, etc.

Business Relations Coordinator Goodwill Ind., Omaha, NE Oct 2004 – Mar 2005

- Responsible for cultivating positive working relationships with referral sources, employers, and community agencies. Coordinated job fairs, hosted mock interviews and job club sessions

Life Skills Trainer Omaha Home for Boys, NE Feb 2004 – Oct 2004

- Designed/implemented a new life skills curriculum which included cooking, financial lessons, speakers, and recreational outings
- Overhauled the Transitional Living Program – obtained board approval, including additional personnel funding – program commenced in Jan 2005

Youth Services Trainer Goodwill Ind., Omaha, NE Sep 2003 – Feb 2004

- Developed plans & curriculum for a local youth program – initiated contact with local businesses resulting in 100 percent job placement for program youth
- Built two programs from the ground up – hiring, equipping, training, etc.

Special Education Teacher & Volunteer Bellevue East & West Highs Mar 2001 – May 2003

- Taught math, English, social studies to students with a variety of disabilities
- Classroom volunteer working with behaviorally impaired students

US Air Force: Feb 1981 – Dec 2000

509 OSS Commander / Chief of Wing Plans

Whiteman AFB, MO, June 1997 – Dec 2000

- Commanded diverse 250-person squadron – developed/implemented long-range vision and goals
- Controlled annual budget of \$2.5 million and managed resources worth more than \$6.5 billion
- Built new facilities, increased staffing, fixed the largest special access security program in the Air Force, improved training programs. Awards include two outstanding Air Force ratings during a large inspection, two-time “best in command” flight, outstanding security inspection rating
- Responsible for facilitating, coordinating, and synchronizing strategic planning and training for a 4000-person wing, including seven large-scale exercises involving over 1000 personnel, 200 tons of equipment, and bomber operations. Architect of wing’s operational strategic plan

Chief of Bomber and Tanker Plans

Osan AB, Korea, June 1996 – June 1997

- Established procedures for bomber and tanker employment in the Korean theater of operations
- Wrote unit’s first quality improvement plan including mission statement, vision, and goals
- Prepared the commander for testimony before the House National Security Committee – drafted both the written and oral statements

Special Assistant to the CINC & Bomber planner

Offutt AFB, NE, June 1993 – June 1996

- Bomber strike planner for nuclear war plans
- Provided analysis directly to CINCSTRAT regarding strategy, force structure, and arms control
- Assisted in CINC’s preparation for congressional testimony, including research and background for drafting both written and oral testimony - drafted eight reports sent to the SECDEF

Staff Officer and B-52 Navigator

Various bases, Feb 1981 – June 1993

- Held a variety of staff and flying positions including, Air Command and Staff College student, HQ SAC crisis action officer, Gulf War bomber operations planner, airborne test director, and 2000 hrs in the B-52 bomber as a crewmember, instructor, and evaluator

US Navy & Air National Guard: Aug 1972 – Feb 1981

Avionics Maintenance Technician

Navy and Arizona ANG, Aug 1972 – Feb 1981

- Enlisted electronics technician on a variety of aircraft in both the Navy and Air Guard
- Served as an inspector, trainer, and evaluator

VOLUNTEER & PROFESSIONAL AFFILIATIONS

- Housing Foundation for Sarpy County – President
- Bellevue Housing Agency serving Sarpy County – Commissioner, Vice Chairman
- City of Bellevue – Board of Adjustments member
- Fontenelle Forest – Past Board President
- Previously certified Secondary Special Education Teacher
- Veterans of Foreign Wars – Life Member
- Air Force Association – Member
- Knights of Columbus, Bellevue, Nebraska – Member
- Westside State Bank – Board of Advisors

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
6/2/2020

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

SUBJECT:
Request to rezone Tax Lots 2A and 2B, located in the Northwest 1/4 of Section 21, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RE for the purpose of facilitating the construction of 50' x 60' barn structure. Applicants: John and Alyssa Buettner. General Location: 8405 S. 36th Street. Case #: Z-2003-04.

SYNOPSIS/BACKGROUND:
John and Alyssa Buettner have requested a rezoning on their property at 8405 S. 36th Street from RS-72 to RE to facilitate the construction of a 50' x 60' barn structure. The Buettners property consists of approximately 10 acres, and the requested zoning is compatible with the adjacent acreage properties.

FISCAL IMPACT: n/a BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

START DATE: _____ END DATE: _____ PAYMENT DATE: _____ INSURANCE REQUIRED: NO

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:
The Planning Commission and Planning Department are both recommending approval of this request.

- ATTACHMENTS:**
- PC Recommendation
 - Staff Report
 - Rezoning Ordinance
 -
 -
 -

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: John and Alyssa Buettner

LOCATION: 8405 South 36th Street

CASE #: Z-2003-04

CITY COUNCIL HEARING DATE: May 19, 2020

REQUEST: to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE for the purpose of facilitating the construction of a 50' x 60' barn structure.

On April 23, 2020 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of the request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE for the purpose of facilitating the construction of a 50' x 60' barn structure.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey					Ritz	
	Perrin						
	Cain						
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: April 23, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2003-04

FOR HEARING OF:

REPORT #1: April 23, 2020

REPORT #2: May 19, 2020

I. GENERAL INFORMATION

A. APPLICANTS:

John and Alyssa Buettner
8405 South 36th Street
Bellevue, NE 68147

B. PROPERTY OWNERS:

John and Alyssa Buettner
8405 South 36th Street
Bellevue, NE 68147

C. LOCATION:

8405 South 36th Street

D. LEGAL DESCRIPTION:

Tax Lots 2A and 2B, located in the Northwest $\frac{1}{4}$ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Tax Lots 2A and 2B, from RS-72 to RE

F. EXISTING ZONING AND LAND USE:

RS-72, Single-Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning in order to facilitate the construction of a barn measuring 50' x 60'.

H. SIZE OF SITE:

The site is approximately 9.46 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

A single-family residential building is presently developed on this site. The building was constructed in 1920.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-family residential / RS-72
- 2. **East:** Single-family residential / RS-72
- 3. **South:** Single-family residential / RS-72, RE
- 4. **West:** Single-family residential / RS-72

C. REVELANT CASE HISTORY:

- 1. On April 23, 2020, the Planning Commission recommended approval of a request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-72 to RE, for the purpose of facilitating the construction of a 50' x 60' barn structure.

D. APPLICABLE REGULATIONS:

- 1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as low density residential.

B. OTHER PLANS:

The applicant has indicated the desire to construct a barn measuring 50' x 60'.

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. This property has access from South 36th Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. John and Alyssa Buettner have submitted a request to rezone Tax Lots 2A and 2B for the purpose of facilitating the construction of a barn measuring 50' x 60'.
2. The property is presently zoned RS-72 (Single-family residential, 7,200 Square Foot Minimum). The applicants are requesting a change of zone to RE (Residential Estates), which requires a minimum lot size of one acre. The property is 9.46 acres. The applicant's property meets the minimum requirements for the RE zoning district.
3. The applicants have indicated a change of zone will allow them to conform with other acreages in the area.
4. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Omaha 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.

No comments were received in this case.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

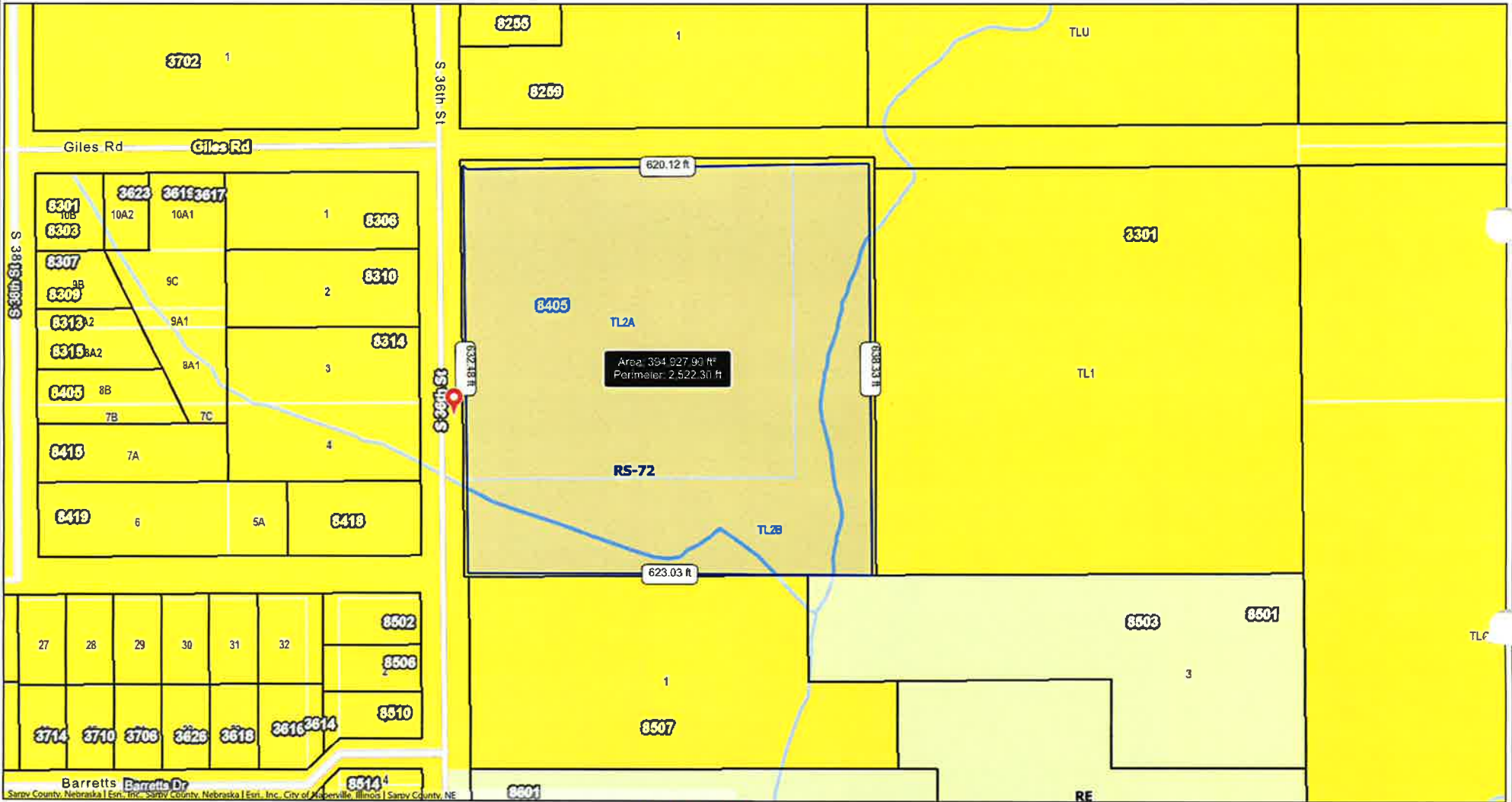
1. Zoning Map
2. GIS aerial of the property
3. Justification letter received from Alyssa Buettner on March 18, 2020.

VII. COPIES OF REPORT TO:

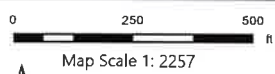
1. John and Alyssa Buettner
2. Public Upon Request

 4/28/20
Prepared by: Assistant Planning Manager Date of Report

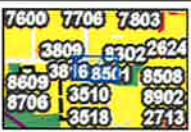

Planning Manager



Area: 394 927.93 ft²
Perimeter: 2 522.30 ft



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



Notes



Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE

Map Scale 1: 2257

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Notes



To whom it may concern,

We would like to rezone our property from Residential to Residential Estate. We have 9.46 acres of land and several outbuildings. After speaking with representatives in the zoning office, we were advised to rezone to Residential Estate to be in-line with other acreages in the area. This change would not only bring the size of the existing buildings under code, but allow us the potential of building a barn of up to 3000ft².

Any other questions, please feel free to contact me or my husband.

Alyssa: (402) 332-6063

John: (402) (309) 9742

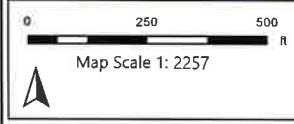
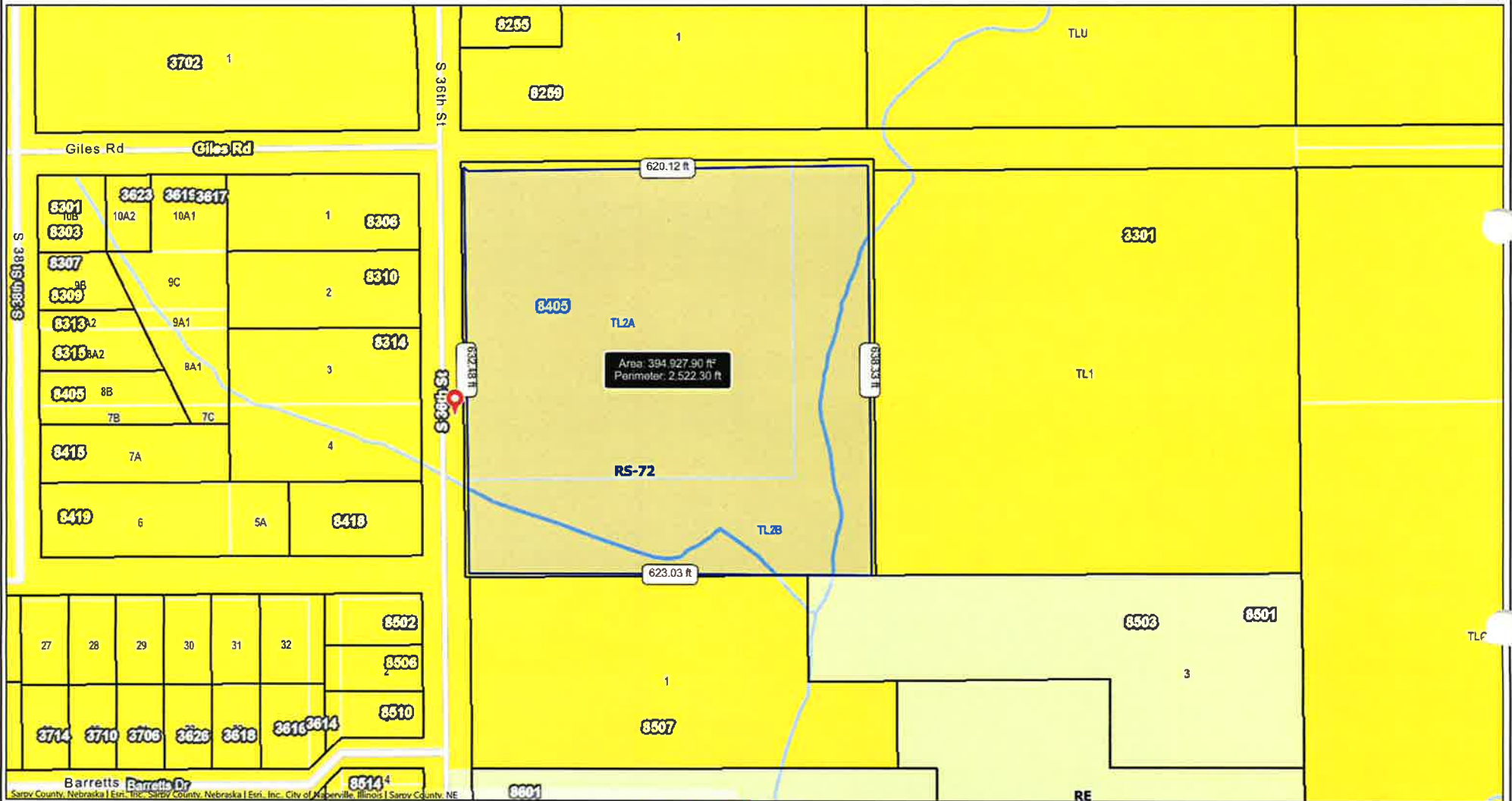
Thank you!

Alyssa Zettner

RECEIVED

MAR 18 2020

PLANNING DEPT.



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7600	7706	7503
3909	302	2624
8609	3816	8511
8706	3510	8902
	3518	2713

Notes



Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE

Map Scale 1: 2257

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



ORDINANCE NO. 3995

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8405 SOUTH 36th STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-72 (Single Family Residential) to RE (Residential Estates)

(John and Alyssa Buettner)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 05/05/2020
Second Reading: 05/19/2020
Third Reading: 06/02/2020

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

11b.
6/2/2020

COUNCIL MEETING DATE:	September 3, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Tammi Palm, Land Use Planner		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue

SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #67 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

BACKGROUND

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

FISCAL IMPACT: \$ 0.00 **BUDGETED FUNDS?** N/A **GRANT/MATCHING FUNDS?** N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	COUNTER-PARTY:		INTERLOC	N/A
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED	<input type="checkbox"/>
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
MAPA NAME(S):		MAPA NUMBER(S):			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

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

ATTACHMENTS:

- | | | | |
|---|--------------------------------|---|--|
| 1 | PC recommendation | 4 | |
| 2 | Planning Department staff memo | 5 | |
| 3 | Proposed Ordinance | 6 | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Bruce Rollins

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #67, Normandy Hills

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

APPROVAL of the annexation request based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CS*
Date: August 27, 2019
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following nine Sanitary and Improvement Districts into the city limits:

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 – 200% increase in price and more down time

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+\$49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35, 65, or 95 gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves any particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	50	50	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



City of Bellevue

Bellevue Public Library

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

Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

We currently spend about \$4.00 per cardholder for materials, so if we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2019 Annexation Package Review – Pt 2
Date: August 2, 2019

I. SID Areas

Lane Mile Additions

- **Package, Total Lane Miles = 45.12**
 - **#67 – Normandy Hills**
 - Lane Miles = 5.36
 - **#180 – Lakewood Village**
 - Lane Miles = 19.91
 - **#208 – Sunrise Ph III, IV**
 - Lane Miles = 4.33
 - **#215 – Pipers Glen**
 - Lane Miles = 7.96
 - **#242 – Cedar View**
 - Lane Miles = 0.58
 - **#269 – Orchard Valley**
 - Lane Miles = 0.63
 - **#279 – Spring Creek**
 - Lane Miles = 2.11
 - **#280 – Kennedy Towne Center**
 - Lane Miles = 3.03
 - **#289 – Colonial Pointe**
 - Lane Miles = 1.21



II. MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on 568.47 lane miles of roads.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

III. EQUIPMENT NEEDS

Snow removal, route equipment

In order to provide current levels of service during snow removal operations in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

**Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

IV. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

The Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

**Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





V. HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Chris Shewchuk

From: Susan Kluthe
Sent: Thursday, August 15, 2019 11:33 AM
To: Chris Shewchuk
Subject: RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!
Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

-----Original Message-----

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net>
Sent: Thursday, August 15, 2019 8:38 AM
To: Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

Chris Shewchuk

From: Jim Shada
Sent: Friday, August 16, 2019 8:56 AM
To: Chris Shewchuk; Mark Blackburn; Karen Chandler
Subject: Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

From: Chris Shewchuk
Sent: Thursday, August 15, 2019 8:37:57 AM
To: Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

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Chris

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Cc: Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>
Subject: Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3966

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Lots 3A, 3B, 6 through 18, 27 through 104, 106, and 108 through 176, Normandy Hills
Lots 1 and 2, Normandy Hills Replat 2
Lots 1 through 8, and Outlot A, Normandy Hills Replat 4
Lot 1, Bousema Addition Replat One
Lots 1A, 1B, and 2, Twin Valley Church Replat 1 Addition
Lots 1A through 16B, and 36A through 38B, French Village

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective on November 1, 2019.

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

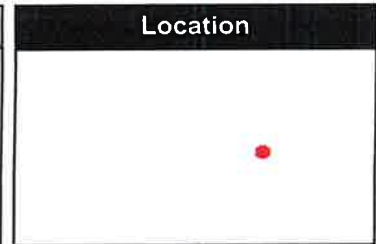
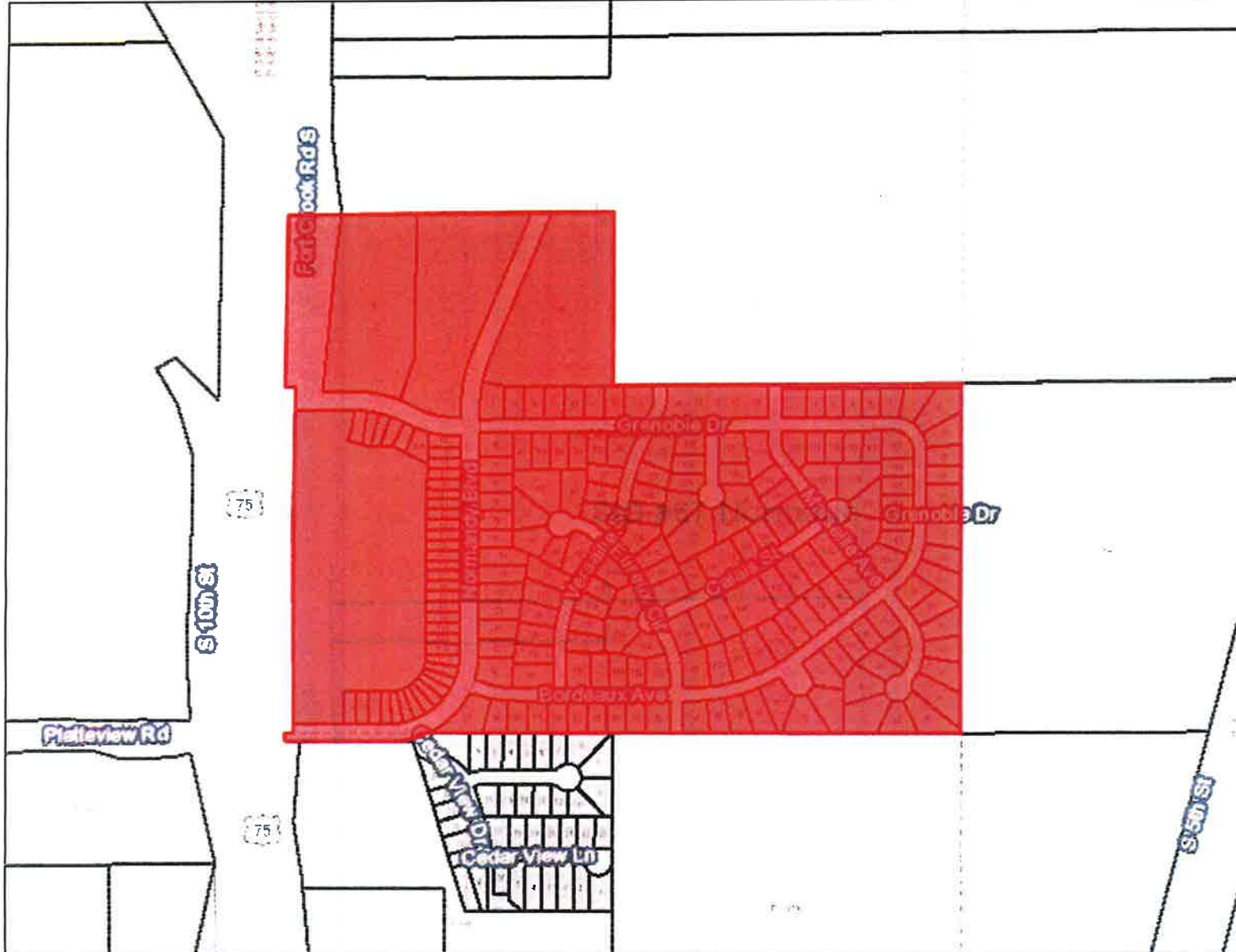
ATTEST

City Clerk

Mayor

First Reading: 09/03/2019
Second Reading: 09/17/2019
Third Reading: 10/01/2019, 12/03/2019,
02/04/2019, 3/17/2019, 5/5/2020

SID #67 Normandy Hills



Legend

Road Centerlines



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

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

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

11c.
6/2/2020

COUNCIL MEETING DATE:	September 3, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Tammi Palm, Land Use Planner		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue

SYNOPSIS:
A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #242 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

BACKGROUND
See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

FISCAL IMPACT: \$ 0.00 **BUDGETED FUNDS?** N/A **GRANT/MATCHING FUNDS?** N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	COUNTER-PARTY:		INTERLOC	N/A
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED	<input type="checkbox"/>
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
MAPA NAME(S):		MAPA NUMBER(S):			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

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

ATTACHMENTS:

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

SIGNATURES:
 LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL TO SUBMIT: _____

A. Bruce Roldin

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #242, Cedar View

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

APPROVAL of the annexation request based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



City of Bellevue

Office of the Planning Department

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

From: Chris Shewchuk, Planning Director *CS*

Date: August 27, 2019

Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following nine Sanitary and Improvement Districts into the city limits:

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 – 200% increase in price and more down time

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35, 65, or 95 gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves any particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
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	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,984,706	\$1,319,706	\$3,466,555



City of Bellevue

BelleVue Public Library

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

Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

We currently spend about \$4.00 per cardholder for materials, so if we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: 2019 Annexation Package Review - Pt 2
Date: August 2, 2019

I. SID Areas

Lane Mile Additions

- o **Package, Total Lane Miles = 45.12**
 - **#67 - Normandy Hills**
 - Lane Miles = 5.36
 - **#180 - Lakewood Village**
 - Lane Miles = 19.91
 - **#208 - Sunrise Ph III, IV**
 - Lane Miles = 4.33
 - **#215 - Pipers Glen**
 - Lane Miles = 7.96
 - **#242 - Cedar View**
 - Lane Miles = 0.58
 - **#269 - Orchard Valley**
 - Lane Miles = 0.63
 - **#279 - Spring Creek**
 - Lane Miles = 2.11
 - **#280 - Kennedy Towne Center**
 - Lane Miles = 3.03
 - **#289 - Colonial Pointe**
 - Lane Miles = 1.21



II. MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on 568.47 lane miles of roads.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

III. EQUIPMENT NEEDS

Snow removal, route equipment

In order to provide current levels of service during snow removal operations in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

**Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

IV. DEPARTMENT OPERATIONAL BUDGET

Required increases to for maintenance, material costs to maintain existing service levels

The Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

**Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





V. HIGHWAY ALLOCATION

Projected revenue increase

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Chris Shewchuk

From: Susan Kluthe
Sent: Thursday, August 15, 2019 11:33 AM
To: Chris Shewchuk
Subject: RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!
Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

-----Original Message-----

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net>
Sent: Thursday, August 15, 2019 8:38 AM
To: Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

Chris Shewchuk

From: Jim Shada
Sent: Friday, August 16, 2019 8:56 AM
To: Chris Shewchuk; Mark Blackburn; Karen Chandler
Subject: Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

From: Chris Shewchuk
Sent: Thursday, August 15, 2019 8:37:57 AM
To: Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker
Subject: REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

From: Chris Shewchuk
Sent: Tuesday, July 30, 2019 3:51 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>
Cc: Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>
Subject: Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3970

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Lots 1 through 23, 30, and 33 through 37, Cedar View
Lots 1 and 3 through 7, and Outlot A, Cedar View Replat 1
Lots 1 and 2, Cedar View Replat 2

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective on November 1, 2019.

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

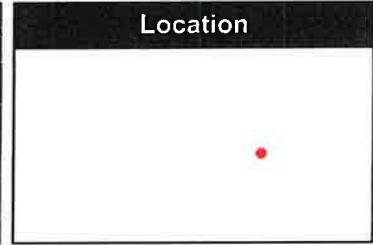
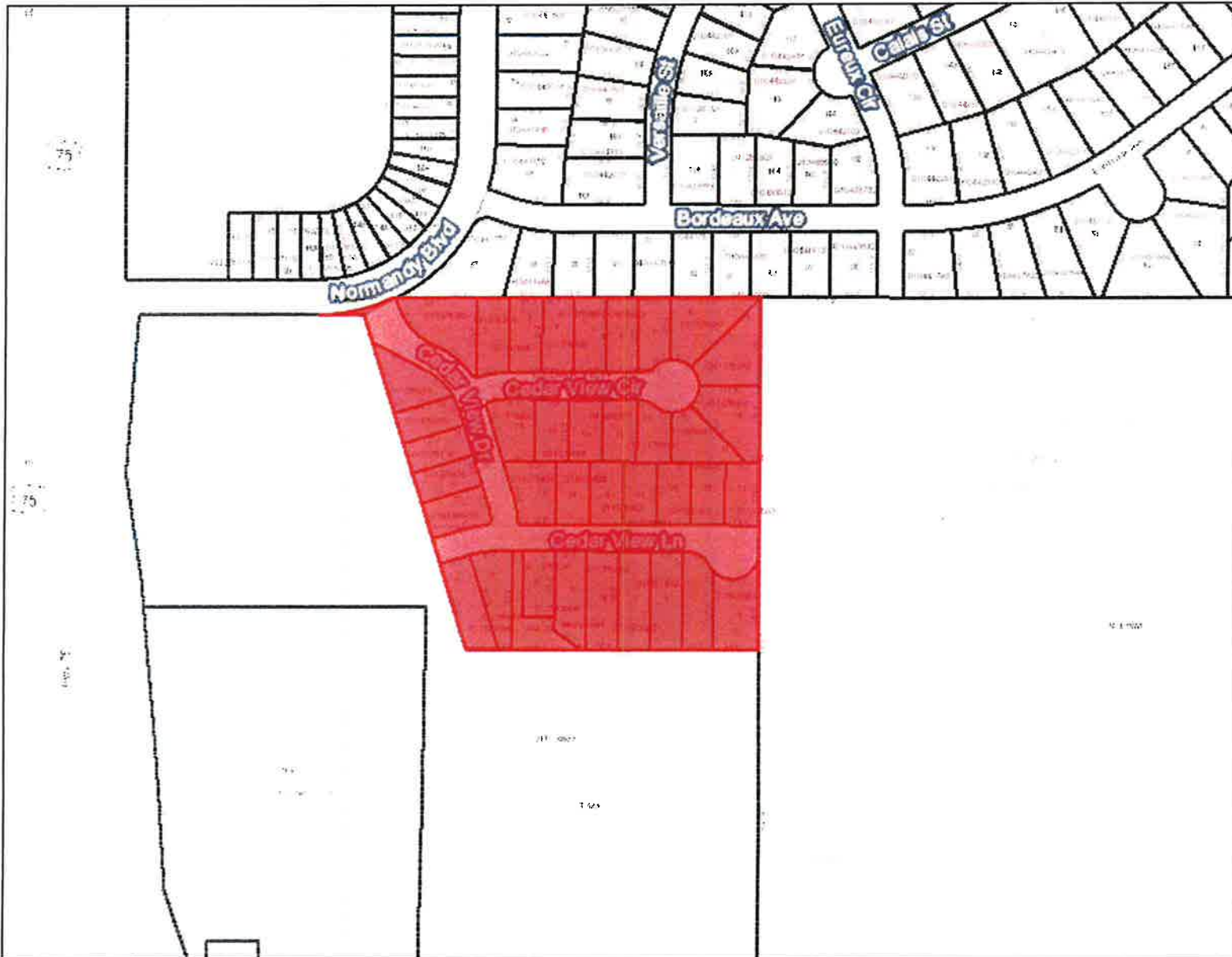
ATTEST

City Clerk

Mayor

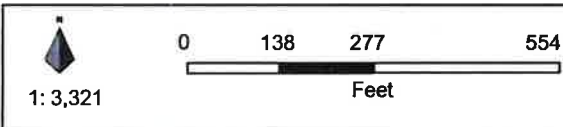
First Reading: 09/03/2019
Second Reading: 09/17/2019
Third Reading: 10/01/2019, 12/03/2019,
02/04/2019, 3/17/2019, 5/5/2020

SID #242 Cedar View



Legend

Road Centerlines



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

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
6/2/2020

COUNCIL MEETING DATE: 05/19/2020		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amended Budget for Fiscal Year 2019-2020

SYNOPSIS/BACKGROUND:

The FYE2020 budget is being amended due to refunding of debt and additional acquisition of equipment for public safety and public works to more effectively maintain the recently annexed areas. The City annexed 14 Sanitary and Improvement Districts (SIDs) and other areas during the year. The SIDs had outstanding debt. Total refundings will exceed \$38 million with higher interest rates and issue bonds with lower interest rates and will save \$3 million in interest over time. Additionally, Capital Expenditures (CIP) increased \$6 million and other expenditures, approved by Council have increased (Paradise Lakes condemnation, etc.), therefore, expenditures will be increased by \$45.4 million from \$81 million to \$126 million. Revenues also increased \$46.9 million to \$128 million. The net change in cash reserves will be an increase of \$1.5 million (this is mostly due to large SID debt service fund balances transferred to the City). Estimated COVID-19 pandemic expenditures and revenues have also been included.

FISCAL IMPACT: \$1,500,000.00 BUDGETED FUNDS? NO GRANT/MATCHING FUNDS? NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

CONTRACT DESCRIPTION

CONTRACT EFFECTIVE DATE CONTRACT TERM CONTRACT END DATE

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

May 19th - 1st reading.
June 2nd - 2nd reading and public hearing.
June 2nd - Waive 3rd reading, suspend the rules and vote to approve the amended FYE2020 budget.

ATTACHMENTS

1. Ordinance No. 3996	2. Amended FYE2020 Budget Draft	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]

**2019-2020
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

AMENDED
June 2, 2020

City of Bellevue
TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period October 1, 2019 through September 30, 2020

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 15%; text-align: right;">15,064,267.88</td> <td style="padding-left: 10px;">Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: right;">5,632,136.15</td> <td style="padding-left: 10px;">Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: right;">20,696,404.03</td> <td style="padding-left: 10px;">Total Personal and Real Property Tax Required</td> </tr> </table>	\$	15,064,267.88	Property Taxes for Non-Bond Purposes	\$	5,632,136.15	Principal and Interest on Bonds	\$	20,696,404.03	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2019 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Principal</td> <td style="width: 40%; text-align: right;">\$ 53,370,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 10,409,968.27</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 63,779,968.27</td> </tr> </table>	Principal	\$ 53,370,000.00	Interest	\$ 10,409,968.27	Total Bonded Indebtedness	\$ 63,779,968.27
\$	15,064,267.88	Property Taxes for Non-Bond Purposes														
\$	5,632,136.15	Principal and Interest on Bonds														
\$	20,696,404.03	Total Personal and Real Property Tax Required														
Principal	\$ 53,370,000.00															
Interest	\$ 10,409,968.27															
Total Bonded Indebtedness	\$ 63,779,968.27															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 15%; text-align: right;">3,392,853,103</td> <td style="padding-left: 10px;">Total Certified Valuation (All Counties)</td> </tr> </table> <p><i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	\$	3,392,853,103	Total Certified Valuation (All Counties)	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2018 through June 30, 2019?</p> <p align="center"> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 20th.</i></p>												
\$	3,392,853,103	Total Certified Valuation (All Counties)														
<p>County Clerk's Use ONLY</p>	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2018 through June 30, 2019?</p> <p align="center"> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Trade Name Report by September 20th.</i></p>															
<p>APA Contact Information</p>	<p>Submission Information</p>															
<p align="center">Auditor of Public Accounts State Capitol, Suite 2303 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p>Website: www.auditors.nebraska.gov</p> <p>Questions - E-Mail: Deann.Haeffner@nebraska.gov</p>	<p align="center">Budget Due by 9-20-2019</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2017 - 2018 (Column 1)	Actual/Estimated 2018 - 2019 (Column 2)	Adopted Budget 2019 - 2020 (Column 3)
1	Net Cash Balance	\$ 19,319,011.78	\$ 18,652,760.83	\$ 17,008,169.82
2	Investments	\$ -	\$ -	
3	County Treasurer's Balance	\$ 225,909.91	\$ 146,541.56	\$ 150,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)	\$ -	\$ -	\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 19,544,921.69	\$ 18,799,302.39	\$ 17,158,169.82
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 18,083,719.13	\$ 18,748,387.59	\$ 20,491,489.03
7	Federal Receipts	\$ 48,753.32	\$ 53,000.00	\$ 62,709.08
8	State Receipts: Motor Vehicle Pro-Rate	\$ 45,477.98	\$ 47,420.00	\$ 51,347.82
9	State Receipts: MIRF	\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 4,864,767.51	\$ 4,799,018.00	\$ 5,381,380.00
11	State Receipts: Motor Vehicle Fee	\$ 387,600.20	\$ 394,000.00	\$ 392,700.00
12	State Receipts: State Aid	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 1,143,726.75	\$ 1,227,538.69	\$ 1,429,223.74
14	State Receipts: Other	\$ 37,920.49	\$ 8,027.00	\$ 10,438,249.87
15	State Receipts: Property Tax Credit	\$ -	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,123,831.74	\$ 1,077,440.00	\$ 1,031,449.90
18	Local Receipts: Local Option Sales Tax	\$ 10,782,571.94	\$ 11,205,164.05	\$ 10,883,628.61
19	Local Receipts: In Lieu of Tax	\$ 1,126,231.63	\$ 1,115,800.00	\$ 1,198,262.47
20	Local Receipts: Other	\$ 32,562,557.66	\$ 40,052,366.91	\$ 76,078,894.60
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,290,000.00	\$ 6,642,075.00	\$ 1,093,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)	\$ -	\$ -	\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 91,042,080.04	\$ 104,169,539.63	\$ 145,690,504.94
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 72,242,777.65	\$ 87,011,369.81	\$ 126,248,816.79
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 18,799,302.39	\$ 17,158,169.82	\$ 19,441,688.15
27	Cash Reserve Percentage			19%
PROPERTY TAX RECAP		Tax from Line 6		\$ 20,491,489.03
		County Treasurer Commission at 1%		\$ 204,915.00
		Total Property Tax Requirement		\$ 20,696,404.03

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 15,064,267.88
Bond Fund	\$ 5,632,136.15
_____ Fund	_____
_____ Fund	_____
Total Tax Request	** \$ 20,696,404.03

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
_____	_____
_____	_____
_____	_____
_____	_____
Total Special Reserve Funds	\$ -
Total Cash Reserve	\$ 19,441,688.15
Remaining Cash Reserve	\$ 19,441,688.15
Remaining Cash Reserve %	19%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____ Transfer To: _____

Amount: \$ _____ 1,093,000.00

Reason:
SEE SCHEDULE 2-B

Transfer From: _____ Transfer To: _____

Amount: \$ _____

Reason:

Transfer From: _____ Transfer To: _____

Amount: \$ _____

Reason:

SCHEDULE 2-B Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

<u>Transfer From:</u> Community Betterment Fund Amount: \$750,000.00	<u>Transfer To:</u> Economic Development Fund
Reason: To provide funding for LB840 projects.	

<u>Transfer From:</u> Wastewater Fund Amount: \$264,000.00	<u>Transfer To:</u> General Fund
Reason: To reimburse insurance, audit and other expenses paid by General Fund.	

<u>Transfer From:</u> General Fund Amount: \$1,000.00	<u>Transfer To:</u> Wastewater Fund
Reason: To reimburse Solid Waste postage expenses paid by Wastewater Fund.	

<u>Transfer From:</u> Debt Service Fund Amount: \$78,000.00	<u>Transfer To:</u> General Fund
Reason: To reimburse insurance, audit and other expenses paid by General Fund.	

Total Amount: \$1,093,000.00

City of Bellevue in Sarpy County

Line No.	2019-2020 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 7,183,065.44	\$ 100,000.00	\$ -	\$ 45,996,297.15	\$ 78,000.00	\$ 53,357,362.59
3	Public Safety - Police and Fire	\$ 23,113,118.23	\$ 282,970.00	\$ 1,673,925.00	\$ 284,693.65	\$ -	\$ 25,354,706.88
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,247,780.85	\$ 14,246,600.00	\$ 2,123,000.00	\$ 1,069,931.16	\$ -	\$ 22,687,312.01
6	Public Works - Other	\$ 3,894,977.52	\$ 500,000.00	\$ 30,000.00	\$ -	\$ -	\$ 4,424,977.52
7	Public Health and Social Services	\$ 1,021,817.82	\$ -	\$ -	\$ -	\$ -	\$ 1,021,817.82
8	Culture and Recreation	\$ 3,787,359.56	\$ 1,734,900.00	\$ 30,000.00	\$ -	\$ 750,000.00	\$ 6,302,259.56
9	Community Development	\$ 299,031.22	\$ -	\$ -	\$ -	\$ -	\$ 299,031.22
10	Miscellaneous	\$ 803,117.03	\$ -	\$ -	\$ -	\$ -	\$ 803,117.03
11	Business-Type Activities:						
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,319,524.82	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,320,524.82
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,404,207.34	\$ 617,893.77	\$ -	\$ 391,606.23	\$ 264,000.00	\$ 8,677,707.34
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 56,073,999.83	\$ 17,482,363.77	\$ 3,856,925.00	\$ 47,742,528.19	\$ 1,093,000.00	\$ 126,248,816.79

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City of Bellevue in Sarpy County

Line No.	2018-2019 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 5,603,742.08	\$ -	\$ -	\$ 15,047,089.41	\$ 3,752,075.00	\$ 24,402,906.49
3	Public Safety - Police and Fire	\$ 22,069,393.85	\$ -	\$ 1,998,294.50	\$ 284,693.65	\$ -	\$ 24,352,382.00
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 4,498,278.33	\$ 4,658,000.00	\$ -	\$ 726,704.91	\$ -	\$ 9,882,983.24
6	Public Works - Other	\$ 3,602,676.00	\$ -	\$ -	\$ -	\$ -	\$ 3,602,676.00
7	Public Health and Social Services	\$ 1,062,173.18	\$ -	\$ 63,000.00	\$ -	\$ -	\$ 1,125,173.18
8	Culture and Recreation	\$ 3,888,197.78	\$ 3,220,000.00	\$ -	\$ -	\$ 2,625,000.00	\$ 9,733,197.78
9	Community Development	\$ 311,356.50	\$ -	\$ -	\$ -	\$ -	\$ 311,356.50
10	Miscellaneous	\$ 303,000.00	\$ -	\$ -	\$ -	\$ -	\$ 303,000.00
11	Business-Type Activities:						
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,115,496.71	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,116,496.71
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,022,396.68	\$ 2,500,000.00	\$ -	\$ 394,801.23	\$ 264,000.00	\$ 10,181,197.91
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 51,476,711.10	\$ 10,378,000.00	\$ 2,061,294.50	\$ 16,453,289.20	\$ 6,642,075.00	\$ 87,011,369.81

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City of Bellevue in Sarpy County

Line No.	2017-2018 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 5,423,875.72	\$ 2,782,231.44	\$ 105,709.07	\$ 6,608,658.99	\$ 3,224,739.28	\$ 18,145,214.50
3	Public Safety - Police and Fire	\$ 20,062,507.37	\$ 214,929.00	\$ 1,010,614.86	\$ 148,712.80	\$ -	\$ 21,436,764.03
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 4,610,840.48	\$ 5,041,815.26	\$ 39,256.00	\$ 472,969.68	\$ (3,146,739.28)	\$ 7,018,142.14
6	Public Works - Other	\$ 3,302,416.62	\$ 89,069.19	\$ 49,000.00	\$ 20,210.43	\$ -	\$ 3,460,696.24
7	Public Health and Social Services	\$ 1,203,333.69	\$ -	\$ -	\$ -	\$ -	\$ 1,203,333.69
8	Culture and Recreation	\$ 3,477,483.33	\$ 3,334,421.54	\$ 154,304.01	\$ 22,778.04	\$ 1,141,878.37	\$ 8,130,865.29
9	Community Development	\$ 240,092.09	\$ 24,397.99	\$ -	\$ -	\$ -	\$ 264,490.08
10	Miscellaneous	\$ 243,468.55	\$ -	\$ -	\$ -	\$ -	\$ 243,468.55
11	Business-Type Activities:						
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 2,449,826.86	\$ -	\$ -	\$ 398.13	\$ 125,000.00	\$ 2,575,224.99
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 5,966,640.11	\$ 491,246.37	\$ 58,000.00	\$ 2,984,691.66	\$ 264,000.00	\$ 9,764,578.14
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds					\$ -	\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 46,980,484.82	\$ 11,978,110.79	\$ 1,416,883.94	\$ 10,258,419.73	\$ 1,608,878.37	\$ 72,242,777.65

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- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME Rich Severson
ADDRESS 1500 Wall Street
CITY & ZIP CODE Bellevue, NE 68005
TELEPHONE (402)293-3088
WEBSITE <https://www.bellevue.net/>

	<u>BOARD CHAIRPERSON</u>	<u>CLERK/TREASURER/SUPERINTENDENT/OTHER</u>	<u>PREPARER</u>
NAME	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
TITLE /FIRM NAME	<u>Mayor</u>	<u>City Treasurer</u>	<u>City Treasurer</u>
TELEPHONE	<u>(402)293-3020</u>	<u>(402)293-3088</u>	<u>(402)293-3088</u>
EMAIL ADDRESS	<u>rusty.hike@bellevue.net</u>	<u>rich.severson@bellevue.net</u>	<u>rich.severson@bellevue.net</u>

For Questions on this form, who should we contact (please √ one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of Bellevue in Sarpy County

2019-2020 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$ 20,696,404.03
Motor Vehicle Pro-Rate	(2)	\$ 51,347.82
In-Lieu of Tax Payments	(3)	\$ 1,198,262.47
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	(4)	\$ 7,778,000.00
LESS: Amount Spent During 2018-2019	(5)	\$ 6,215,464.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$ 1,429,188.00
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$ 133,348.00
Motor Vehicle Tax	(8)	\$ 1,031,449.90
Local Option Sales Tax	(9)	\$ 10,883,628.61
Transfers of Surplus Fees	(10)	\$ -
Highway Allocation and Incentives	(11)	\$ 5,381,380.00
MIRF	(12)	\$ -
Motor Vehicle Fee	(13)	\$ 392,700.00
Municipal Equalization Fund	(14)	\$ 1,429,223.74
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -
TOTAL RESTRICTED FUNDS (A)	(16)	\$ 41,197,744.57

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ 16,864,470.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		
Agrees to Line (6).	(18)	\$ 1,429,188.00
Allowable Capital Improvements	(19)	\$ 15,435,282.00
Bonded Indebtedness	(20)	\$ 5,632,136.15
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)	
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$ 1,242,472.51
Public Safety Communication Project (Statute 86-416)	(23)	
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)	
Judgments	(25)	
Refund of Property Taxes to Taxpayers	(26)	
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	
TOTAL LID EXCEPTIONS (B)	(28)	\$ 22,309,890.66

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 18,887,853.91
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

LID COMPUTATION FORM

City of Bellevue
IN
Sarpy County

COMPUTATION OF LIMIT FOR FISCAL YEAR 2019-2020

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2018-2019 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 37,162,556.51
Option 1 - (1)

OPTION 2 - *Only use if a vote was taken at a townhall meeting to exceed Lid for one year*

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken %
(From Prior Year Lid Computation Form Line (6) - Line (5)) Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken
Line (A) X Line (B) -

Calculated 2018-2019 Restricted Funds Authority (Base Amount) =
Line (A) **Plus** Line (C) -
Option 2 - (1)

ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% 1.22 %
(3)

$$\frac{115,516,462.00}{2019 \text{ Growth per Assessor}} \div \frac{3,104,241,224.00}{2018 \text{ Valuation}} = \frac{3.72}{\text{Multiply times 100 To get \%}}$$

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE 1.00 %
(4)

$$\frac{6}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{6}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$$

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

LID COMPUTATION FORM

City of Bellevue
IN
Sarpy County

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>4.72</u> % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>1,754,072.67</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>38,916,629.18</u> (8)
Less: Restricted Funds from Lid Supporting Schedule	<u>18,887,853.91</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>20,028,775.27</u> (10)

**LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR
YOU ARE IN VIOLATION OF THE LID LAW.**

**THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (10)
MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.**

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Political Subdivision	Personal and Real Property Tax Request (Column A)	Judgments (Not Paid by Liability Insurance) (Column B)	Pre-Existing Lease - Purchase Contracts-7/98 (Column C)	* Bonded Indebtedness (Column D)	Interest Free Financing (Public Airports) (Column E)	Tax Request Subject to Levy Limit (Column F) [(Column A) MINUS (Columns B, C, D, E)]	Valuation (Column G)	Calculated Levy (Column H) [(Column F) DIVIDED BY (Column G) MULTIPLIED BY 100]
City/Village -	20,696,404.03			5,632,136.15		15,064,267.88	3,392,853,103	0.444000

Others subject to allocation-

						-		-
						-		-
						-		-
						-		-

Off-Street Parking District						-		
-----------------------------	--	--	--	--	--	---	--	--

Calculated Levy for Off-Street Parking District = (Column F) DIVIDED BY (Column G) MULTIPLIED BY 100 MULTIPLIED BY (Column G) DIVIDED BY (Column G {City/Village Line})

-

NOTE:

Municipality Levy Limit is 45 cents plus 5 cents for interlocal agreements. (77-3442)

Total Calculated Levy can ONLY be greater than 45 cents if there is Interlocal Agreements.

The Calculated Levy for Interlocal Agreements should be the maximum of **5 cents OR LESS**.

Others subject to allocation may include airport authorities, community redevelopment authorities, off-street parking districts, and transit authorities.

Total Calculated Levy
[Total of (Column H)]

0.444000

(Box 1)

Tax Request to Support Interlocal Agreements

1,242,472.51

(Box 2)

Calculated Levy for Interlocal Agreements
[(Box 2) DIVIDED BY (Column G {City/Village Line}) MULTIPLIED BY 100]

0.036620

(Box 3)

5 Cents or LESS

* Tax Request to Support Public Safety Communication Projects

--

(Box 5)

Calculated Levy For Levy Limit Compliance
[(Box 1) MINUS (Box 3)]

0.407380

(Box 4)

* Tax Request to Support Public Facilities Construction Projects

--

(Box 6)

* State Statute Section 86-416 allows for a special tax to fund public safety communication projects. The tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included in Bonded Indebtedness above. Please indicate the amount specifically used for the communication project in Box 5 and the Construction Projects in Box 6. Board minutes documenting the approval of the taxes must be included.

City of Bellevue in Sarpy County
2019-2020 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted
Ballfield Improvements	\$ 75,000.00
Splashpad & Bathroom	\$ 400,000.00
Tennis Court Lighting	\$ 250,000.00
American Heroes Park Improvements	\$ 225,000.00 *
American Heroes Park Building Improvements & Lighting	\$ 470,000.00
Street Resurfacing	\$ 5,246,600.00 *
Bridge Replacement	\$ 1,500,000.00 *
Public Works Facility	\$ 7,500,000.00
Washington Park Improvements	\$ 214,900.00 *
Fleet Fabrication Facility	\$ 500,000.00 *
Fire Training Tower and Parking Lot	\$ 282,970.00 *
Other Park Improvements	\$ 100,000.00
City Hall Building Improvements	\$ 100,000.00
Total - Must agree to Line 17 on Lid Support Page 8	<u><u>\$ 16,864,470.00</u></u>

NOTICE OF HEARING TO AMEND THE BUDGET FOR THE

City of Bellevue
IN
Sarpy County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 13-511, that the governing body will meet on the 2nd day of June, at 6 o'clock at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the 3rd day of September, 2019. *Pursuant to the Governor's Executive Order 20-03 and concerns related to the coronavirus and safety of all participants, the public hearing will be held via virtual meeting. The public can participate in the meeting by contacting the City Clerk prior to the meeting to receive a sign in email/phone number and access code to join the meeting via GoToMeeting or visit the City of Bellevue website, www.bellevue.net, for instructions on accessing the hearing via GoToMeeting.*

Due to unforeseen circumstances, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised. The City annexed multiple Sanitary and Improvement Districts (SIDs) that held outstanding debt. The City is refinancing debt to reduce interest costs and provide for lower, level debt service in the future. Other expenditures and have also been adjusted for the effects of the annexations, COVID-19 pandemic and the subsequent effects of the prior year's flood. The result is an increase in expenditures of \$45,380,343.47. The originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year to meet the need for additional money because the bond refunding and other unforeseen expenditures are in addition to the minimum operating requirements of the City. The funding of these additional expenditures will come from the issuance of lower interest bonds, SID funds, insurance and Federal and State funds. The result is an increase in revenues of \$46,880,343.47. Although the additional revenues provide sufficient funding of the additional expenditures, the budget process does not allow for the amounts to be netted, therefore, the City's appropriation must be increased to cover the gross amount of the expenditures. The budget detail is available at the office of the Clerk during regular business hours.

Summary of Proposed Revised Budget	Clerk/Secretary
2017-2018 Actual Disbursements & Transfers	\$ 72,242,777.65
2018-2019 Actual/Estimated Disbursements & Transfers	\$ 87,011,369.81
2019-2020 Proposed Budget of Disbursements & Transfers	\$ 126,248,816.79
2019-2020 Necessary Cash Reserve	\$ 19,441,688.15
2019-2020 Total Resources Available	\$ 145,690,504.94
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 20,696,404.03
Unused Budget Authority Created For Next Year	\$ 20,028,775.27

Breakdown of Property Tax:

Personal and Real Property Tax Required for Bonds	\$ 15,064,267.88
Personal and Real Property Tax Required for All Other Purposes	\$ 5,632,136.15

Summary of Originally Adopted Budget

2017-2018 Actual Disbursements & Transfers	\$ 72,242,777.65
2018-2019 Actual/Estimated Disbursements & Transfers	\$ 87,011,369.81
2019-2020 Proposed Budget of Disbursements & Transfers	\$ 80,868,473.32
2019-2020 Necessary Cash Reserve	\$ 17,941,688.15
2019-2020 Total Resources Available	\$ 98,810,161.47
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 20,696,404.03
Unused Budget Authority Created For Next Year	\$ 16,619,365.46

Breakdown of Property Tax:

Personal and Real Property Tax Required for Bonds	\$ 15,064,267.88
Personal and Real Property Tax Required for All Other Purposes	\$ 5,632,136.15

Additional Monetary Requirements

Fund	Purpose	Amount
NONE		

Exhibit A

City of Bellevue in Sarpy County

Original Budget 2018-2019				Amended Budget 2019-2020	Changes Budget 2019 - 2020 (Column 3)	Explanations	
Line No.	Beginning Balances, Receipts, & Transfers	Actual 2017 - 2018 (Column 1)	Actual/Estimated 2018 - 2019 (Column 2)	Adopted Budget 2019 - 2020 (Column 3)	Amended Budget 2019 - 2020 (Column 3)		
1	Net Cash Balance	\$ 19,319,011.78	\$ 18,652,760.83	\$ 17,008,169.82	\$ 17,008,169.82	\$ -	
2	Investments	\$ -	\$ -	\$ -	\$ -	\$ -	
3	County Treasurer's Balance	\$ 225,909.91	\$ 146,541.56	\$ 150,000.00	\$ 150,000.00	\$ -	
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 19,544,921.69	\$ 18,799,302.39	\$ 17,158,169.82	\$ 17,158,169.82	\$ -	
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 18,083,719.13	\$ 18,748,387.59	\$ 20,491,489.03	\$ 20,491,489.03	\$ -	No Change in Property Tax Request
7	Federal Receipts	\$ 48,753.32	\$ 53,000.00	\$ 53,000.00	\$ 62,709.08	\$ 9,709.08	
8	State Receipts: Motor Vehicle Pro-Rate	\$ 45,477.88	\$ 47,420.00	\$ 48,000.00	\$ 51,347.82	\$ 3,347.82	
9	State Receipts: MIRF	\$ -	\$ -	\$ -	\$ -	\$ -	
10	State Receipts: Highway Allocation and Incentives	\$ 4,864,767.51	\$ 4,799,018.00	\$ 5,381,380.00	\$ 5,381,380.00	\$ -	
11	State Receipts: Motor Vehicle Fee	\$ 387,800.20	\$ 394,000.00	\$ 392,700.00	\$ 392,700.00	\$ -	
12	State Receipts: State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 1,143,728.75	\$ 1,227,538.69	\$ 1,429,223.74	\$ 1,429,223.74	\$ -	
14	State Receipts: Other	\$ 37,920.49	\$ 8,027.00	\$ 8,701,798.28	\$ 10,438,249.87	\$ 1,736,451.59	Increased receipts related to annexed entities
15	State Receipts: Property Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -	\$ -	\$ -	
17	Local Receipts: Motor Vehicle Tax	\$ 1,123,831.74	\$ 1,077,440.00	\$ 1,113,000.00	\$ 1,031,449.90	\$ (81,550.10)	
18	Local Receipts: Local Option Sales Tax	\$ 10,782,571.94	\$ 11,205,164.05	\$ 11,333,828.61	\$ 10,863,828.61	\$ (450,000.00)	Decreased due to COVID-19 offset somewhat by annexation sales tax
19	Local Receipts: In Lieu of Tax	\$ 1,126,231.63	\$ 1,115,800.00	\$ 1,119,000.00	\$ 1,198,262.47	\$ 79,262.47	
20	Local Receipts: Other	\$ 32,562,557.66	\$ 40,052,366.91	\$ 30,495,771.99	\$ 76,078,694.60	\$ 45,583,122.61	Revenue from issuance of refunding bonds & annexed areas offset by hotel and other occupation taxes
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
22	Transfers In Other Than Surplus Fees	\$ 1,290,000.00	\$ 6,642,075.00	\$ 1,093,000.00	\$ 1,093,000.00	\$ -	
23	Proprietary Function Funds (Only if Page 6 is Used)	\$ -	\$ -	\$ -	\$ -	\$ -	
24	Total Resources Available (Lines 5 thru 23)	\$ 91,042,080.04	\$ 104,169,539.63	\$ 98,810,161.47	\$ 145,690,504.94	\$ 46,880,343.47	
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 72,242,777.65	\$ 87,011,369.81	\$ 80,868,473.32	\$ 126,248,816.79	\$ 45,380,343.47	Refunded existing bonds & annexed area costs
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 18,799,302.39	\$ 17,158,169.82	\$ 17,941,688.15	\$ 19,441,688.15	\$ 1,500,000.00	
27	Cash Reserve Percentage			28%	19%	-9%	
PROPERTY TAX RECAP		Tax from Line 6		\$ 20,491,489.03	\$ 20,491,489.03	\$ -	
		County Treasurer Commission at 1%		\$ 204,915.00	\$ 204,915.00	\$ -	
		Total Property Tax Requirement		\$ 20,696,404.03	\$ 20,696,404.03	\$ -	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Bellevue, Papio-Missouri River Natural Resources District	9-12-2016 until terminated	Levee (initial cost share is \$750k annually through 12/1/2019)	\$ 750,000.00
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21	Animal Control Services with the Nebraska Humane Society	\$ 157,600.80
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22	Sarpy County to provide Information Technology Support Services & Public Safety Records Management Software Maintenance	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 to 6-30-21	800 MHZ System (E-911)	\$ 88,277.71
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7/1/2013-6/30/2019 Renewed 7/1/2019-6/30/2025	Geographic Information System (GIS)	\$ 14,415.20
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 Renewed 7/1/2019-6/30/2024	Southern Sarpy County Watershed Partnership	\$ 31,000.00
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 Renewed 7/1/2019-6/30/2024	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 62,980.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 10,000.00
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems for Cityworks Software	
Bellevue Housing Authority (BHA)	2-14-11 to 12-31-21	Giving authorization for City Inspectors to perform inspections needed by the BHA	
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by either party in writing by May 1st	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	
Douglas County Sheriff's Office	11/2014 - 11/19	Forensic Services	
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year terms	To provide fire and rescue services	
Good Luck Fire Protection District	7-1-08 to 6-30-10 Currently month to month	To provide fire and rescue services (New Agreement being negotiated)	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS-CONTINUED
REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Metropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Gothenburg, Holdrege, Wayne	9/9/2013 Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Nebraska Department of Environmental Quality	12-1-16 to 6-30-18	Storm Water Management Plan Program	
Omaha	2-14-11 to 2-14-21	Management, operation, and maintenance of Swanson Park (10 years)	
Omaha	4-22-86 to 4-28-2011 Renewed 25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	6/13/16 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundaries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMNRD)	
Papio-Missouri River Natural Resources District	6-1-10 to 5-31-19	Grant for assistance to stabilize the Gilbert Park Drainageway. Special operations & Maintenance Agreement dated 5-1-09 for City to maintain, operate, or repair for 10 years following completion	

See Page 1

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS-CONTINUED
REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
State of NE - Dept. of Roads	1-1-19 to 12-31-19	Highway 370 Maintenance Agreement	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District	5-1-11 for 10 years following completion	Grant Assistance for Gilmore Lake Road Project. Special Operations & Maintenance Agreement dated 5-1-11 for City to maintain, operate or repair for 10 years following completion	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 to N/A	South Metro SWAT Team services	
Sanitary & Improvement District #279	9-26-05 until terminated	Gilmore Lake Road Improvements	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either party terminates	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 (Paragraph 18 of Agreement provides for continuation)	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
Sarpy County	Apprv'd 8-27-12 (Paragraph 18 of Agreement provides for continuation)	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County, Bellevue, Gretna, LaVista, Papillion, and Springfield	7-1-14 thru 6-30-17 or as long Agency Bonds are in effect	Creating the Sarpy County Public Safety Communications Agency (establishing a unified 911 communications system	

NOTICE OF HEARING TO AMEND THE BUDGET FOR THE

**City of Bellevue
IN
Sarpy County, Nebraska**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 13-511, that the governing body will meet on the 2nd day of June, at 6 o'clock at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the 3rd day of September, 2019. *Pursuant to the Governor's Executive Order 20-03 and concerns related to the coronavirus and safety of all participants, the public hearing will be held via virtual meeting. The public can participate in the meeting by contacting the City Clerk prior to the meeting to receive a sign in email/phone number and access code to join the meeting via GoToMeeting or visit the City of Bellevue website, www.bellevue.net, for instructions on accessing the hearing via GoToMeeting.*

Due to unforeseen circumstances, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised. The City annexed multiple Sanitary and Improvement Districts (SIDs) that held outstanding debt. The City is refinancing debt to reduce interest costs and provide for lower, level debt service in the future. Other expenditures and have also been adjusted for the effects of the annexations, COVID-19 pandemic and the subsequent effects of the prior year's flood. The result is an increase in expenditures of \$45,380,343.47. The originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year to meet the need for additional money because the bond refunding and other unforeseen expenditures are in addition to the minimum operating requirements of the City. The funding of these additional expenditures will come from the issuance of lower interest bonds, SID funds, insurance and Federal and State funds. The result is an increase in revenues of \$46,880,343.47. Although the additional revenues provide sufficient funding of the additional expenditures, the budget process does not allow for the amounts to be netted, therefore, the City's appropriation must be increased to cover the gross amount of the expenditures. The budget detail is available at the office of the Clerk during regular business hours.

	Clerk/Secretary
Summary of Proposed Revised Budget	
2017-2018 Actual Disbursements & Transfers	<u>\$ 72,242,777.65</u>
2018-2019 Actual/Estimated Disbursements & Transfers	<u>\$ 87,011,369.81</u>
2019-2020 Proposed Budget of Disbursements & Transfers	<u>\$ 126,248,816.79</u>
2019-2020 Necessary Cash Reserve	<u>\$ 19,441,688.15</u>
2019-2020 Total Resources Available	<u>\$ 145,690,504.94</u>
Total 2019-2020 Personal & Real Property Tax Requirement	<u>\$ 20,696,404.03</u>
Unused Budget Authority Created For Next Year	<u>\$ 20,028,775.27</u>
Breakdown of Property Tax:	
Personal and Real Property Tax Required for Bonds	<u>\$ 15,064,267.88</u>
Personal and Real Property Tax Required for All Other Purposes	<u>\$ 5,632,136.15</u>
Summary of Originally Adopted Budget	
2017-2018 Actual Disbursements & Transfers	<u>\$ 72,242,777.65</u>
2018-2019 Actual/Estimated Disbursements & Transfers	<u>\$ 87,011,369.81</u>
2019-2020 Proposed Budget of Disbursements & Transfers	<u>\$ 80,868,473.32</u>
2019-2020 Necessary Cash Reserve	<u>\$ 17,941,688.15</u>
2019-2020 Total Resources Available	<u>\$ 98,810,161.47</u>
Total 2019-2020 Personal & Real Property Tax Requirement	<u>\$ 20,696,404.03</u>
Unused Budget Authority Created For Next Year	<u>\$ 16,619,365.46</u>
Breakdown of Property Tax:	
Personal and Real Property Tax Required for Bonds	<u>\$ 15,064,267.88</u>
Personal and Real Property Tax Required for All Other Purposes	<u>\$ 5,632,136.15</u>

Additional Monetary Requirements			
Fund		Purpose	Amount
NONE			

ORDINANCE NO. 3996

AN ORDINANCE TO ADOPT THE AMENDED BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

- Section 1. That after complying with all procedures required by law, the amended budget, Exhibit A, as presented and set forth in the amended budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the amended budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the amended budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.
- Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS 2nd day of June, 2020.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 05/19/2020

Second Reading: 06/02/2020

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
6/2/2020

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

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are unclassified. The ranges are based upon market rate research and due to recent changes to positions within the City. The Compensation Ordinance was last updated on 02/26/19. Since that time we have added three new unclassified positions that need wage ranges added to the ordinance as well as removed a Director position and had one title change. The Deputy Director of Parks and Rec as well as the Planning Manager were both positions that were previously covered under the Bellevue Professional Management Association but due to recent MOUs they have been changed to unclassified positions.

FISCAL IMPACT: 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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 3930

ATTACHMENTS:

1. Ordinance 3997
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblins

[Signature]

ORDINANCE NO. ~~3930~~ 3997

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. ~~3930 3901~~; 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)
Effective December 11, 2017

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)
Effective October 23, 2017

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Attorney	By Contract
	City Clerk	\$5,347 - \$7,216
	Treasurer	\$270 - \$354

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492
	Assistant City Administrator	By Contract
	City Attorney	\$ 8,204 - \$10,913
	Community Development Director	By Contract
	Compliance and Control Manager	\$ 5,288 - \$ 7,445
	Deputy Director Parks & Rec	\$ 6,235 - \$ 8,297
	Finance Director	\$ 7,004 - \$ 10,338
	Fire Chief	\$ 8,227 - \$ 10,608
	Human Resources Coordinator	\$ 4,554 - \$ 6,066
	Human Resources Director Manager	\$ 6,363 - \$ 8,515
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	\$ 6,480 - \$ 8,675
	Library Director	\$ 6,412 - \$ 8,177
	Paralegal	\$ 4,239 - \$5,678
	Planning Director	\$ 6,550 - \$ 8,945
	Planning Manager	\$ 5,288 - \$ 7,219
	Police Chief	\$ 7,906 - \$ 10,734
	Public Works Director	\$ 7,807 - \$ 10,465
	Public Works Engineer II	\$ 5,645 - \$ 7,438
	Risk Manager	\$ 4,719 - \$ 6,533

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12
	Executive Secretary	\$ 21.44 - \$ 29.23
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 7,214 - \$ 8,926

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)
Effective January 22, 2018

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00		
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>		
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>		
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50		
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>		
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75		
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>		
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00		
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)
Effective January 8, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance ~~3901~~ 3930 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 _____, ~~2019~~ 2020.

Rusty Hike, Mayor

ATTEST:

~~Susan Kluthe~~ Sabrina Ohnmacht, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

ORDINANCE NO. 3997

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. 3930; 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)
Effective December 11, 2017

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)
Effective October 23, 2017

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2. <u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,347 - \$7,216
Treasurer	\$270 - \$354

Section 2a. <u>Unclassified</u>	<u>Range (monthly)</u>
Accountant	\$ 3,748 - \$ 5,408
Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492
City Attorney	\$ 8,204 - \$10,913
Community Development Director	By Contract
Compliance and Control Manager	\$ 5,288 - \$ 7,445
Deputy Director Parks & Rec	\$ 6,235 - \$ 8,297
Finance Director	\$ 7,004 - \$ 10,338
Fire Chief	\$ 8,227 - \$ 10,608
Human Resources Coordinator	\$ 4,554 - \$ 6,066
Human Resources Director	\$ 6,363 - \$ 8,515
Human Services Manager	\$ 4,489 - \$ 6,053
Manager of Engineering Services	\$ 6,480 - \$ 8,675
Library Director	\$ 6,412 - \$ 8,177
Paralegal	\$ 4,239 - \$5,678

Planning Manager	\$ 5,288 - \$ 7,219
Police Chief	\$ 7,906 - \$ 10,734
Public Works Director	\$ 7,807 - \$ 10,465
Public Works Engineer II	\$ 5,645 - \$ 7,438
Risk Manager	\$ 4,719 - \$ 6,533

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12
	Executive Secretary	\$ 21.44 - \$ 29.23
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 7,214 - \$ 8,926

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)
Effective January 22, 2018

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>			
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>			
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25			
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>			
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50			
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>			
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75			
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>			
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>	
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly)
\$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)
Effective January 8, 2018

Job Classification

Firefighters

Range (hourly)

By Contract

Section 8. That Ordinance 3930 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 _____, 2020.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 05/19/2020

Second Reading: 06/02/2020

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
6/2/2020

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Finance Director		Michael Rogers, Gilasore/Bell; Cody Wickham, D.A. Davidson		
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION		<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING		<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER		<input type="checkbox"/>

SUBJECT:

Refinance debt - Refund Series 2015 General Obligation Refunding Bonds and issue Series 2020C General Obligation Refunding Bonds

SYNOPSIS/BACKGROUND:

The City of Bellevue will refund \$2,190,000 of the 2015 bonds and issue up to \$2,200,000 of new bonds to save interest costs and more effectively manage debt. Positive effect on debt service cash flow generating estimated net savings of approximately \$144k with a present value of about \$96k.

FISCAL IMPACT: 100,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance #3998, authorizing and providing for issuance of General Obligation Refunding Bonds, Series 2020C, in an amount not to exceed \$2,070,000.00.

ATTACHMENTS:

1. Ordinance No. 3998	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robbins
[Signature]

ORDINANCE NO. 3998

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF \$2,625,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, DATED JULY 15, 2015; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. (a) The Mayor and Council of the City of Bellevue, Nebraska (the “City”) hereby find and determine that: There have been heretofore issued and are now outstanding and unpaid valid interest-bearing bonds of the City as follows:

General Obligation Refunding Bonds, Series 2015, in the outstanding principal amount of \$2,625,000, dated July 15, 2015 (the “2015 Bonds” or the “Outstanding Bonds”), which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing December 15 Of Year</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
\$435,000	2020	1.75	079212 2D7
450,000	2021	2.00	079212 2E5
455,000	2022	2.20	079212 2F2
225,000	2023	2.40	079212 2G0
235,000	2024	2.55	079212 2H8
250,000	2025	2.70	079212 2J4
270,000	2026	2.85	079212 2K1
305,000	2027	3.00	079212 2L9

such 2015 Bonds being part of an issue of \$4,565,000 principal amount of General Obligation Refunding Bonds, Series 2015 issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2015 Bonds are redeemable at the option of the City at any time on or after July 15, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) (i) All of the Outstanding Bonds are valid, interest bearing obligations of the City; (ii) since the Outstanding Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds for the payment and redemption of a portion of the Outstanding Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City; (iii) all or a portion of the Outstanding Bonds (as called for redemption, collectively, the “Refunded Bonds”) are herein authorized to be called for redemption on a date or dates (each a “Redemption Date”) to

be determined in the Designation (defined herein); (iv) for the purpose of providing for the payment and redemption of the Refunded Bonds as above set out and to pay costs of issuance thereof, it is in the best interest of the City to issue general obligation refunding bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$3,200,000 (the "Bonds"); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Date.

Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the payment and redemption of the Refunded Bonds; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$2,200,000 pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of refunding the Refunded Bonds as set out in Sections 1 and 2 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds, and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$2,200,000, and the final maturity date, which shall not be later than December 15, 2033, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the present value savings resulting from refunding the Refunded Bonds is not less than 3.00% of the Refunded Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the Outstanding Bonds for redemption on such date or dates he or she determines appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Bonds on the Redemption Date.

Section 3. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The

interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day, whether or not a business day, immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Treasurer of the City of Bellevue, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of Page Intentionally Left Blank]

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

CITY OF BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020

No. _____

\$

Interest Rate
%

Maturity Date
_____,
20__

Date of Original Issue
_____, 20__

CUSIP

Registered Owner: Cede & Co.

Principal Amount:

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of _____ (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purpose of refunding \$_____ outstanding principal amount of General Obligation Refunding Bonds, Series 2015, dated July 15, 2015. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ Principal Maturing December 15, 20
\$ _____ to be called December 15, 20__
\$ _____ to be called December 15, 20__
\$ _____ Payable December 15, 20__]

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

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
Clerk
(SEAL)

CERTIFICATE OF AUTHENTICATION

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

_____,
_____, Nebraska, Paying Agent and Registrar

(Form of Assignment)

ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

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

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

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

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

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

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City (including but not limited to the Authorized Officers), or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds and the redemption and payment of the Refunded Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the Underwriter, as initial purchaser of the Bonds.

Section 11. The proceeds of the Bonds shall be applied to the redemption of the Refunded Bonds as described in Sections 1 and 2 hereof, including payment of any issuance expenses for the Bonds.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby authorizes the Authorized Officers to designate the bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and to covenant and warrant, on behalf of the City, that the City does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all

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

Section 17. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this ____ day of June, 2020.

ATTEST:

Rusty Hike, Mayor

Susan Kluthe, City Clerk

[SEAL]

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

COUNCIL MEETING DATE: 6.2.20		SUBMITTED BY: Administrator		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Ordinance to add a new section 2.96 regarding declarations of emergencies and restrictions of activities.

SYNOPSIS/BACKGROUND:

The City has the authority to declare an emergency pursuant to Neb. Rev. Stat. 81-829.50, however after the declaration, there is no authority in the City Code to enact orders to protect the community. This ordinance will allow the Mayor and/or Chief of Police authority to enact measures in the event of an emergency for a period, not to exceed 72 hours. Any orders extending past 72 hours will need council approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Ordinance authorizing the Mayor and Chief of Police, after the declaration of an emergency, to enact certain orders to protect the community.

ATTACHMENTS:

1. <input type="text" value="Ordinance"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 3999

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 1, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2.96 REGARDING DECLARATIONS OF EMERGENCY AND RESTRICTIONS OF ACTIVITIES.

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

Section 1. That Section 2.96 of Chapter 2, Article II of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-29. Declarations of Emergency and Restrictions of Activities.

The Mayor shall have the authority to declare an emergency within the city whenever conditions arise by reason of war, conflagration, flood, heavy snow storm, blizzard, catastrophe, disaster, riot or civil commotion, or acts of God, including conditions, without limitation because of enumeration, which impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital facilities of the city. Pursuant to Nebraska Revised Statute 81-829.50, the Mayor has the ability to declare an emergency. This Ordinance will allow the Mayor, his/her designee, and the Chief of Police powers to restrict activities after the declaration of an emergency. Said orders shall only be in effect for seventy-two (72) hours. Any extension required after 72-hours will required council approval.

1. The mayor is hereby authorized, if he/she finds that the city or any part thereof is suffering or is in imminent danger of suffering civil disturbance, disorder, riot or other occurrence which will seriously and substantially endanger the health, safety and property of the citizens, to declare a state of emergency.
3. Whenever, in the judgment of the mayor, or, in the event of his/her inability to act, the council president, an emergency exists within the city, he/she shall have power to impose by proclamation any regulations necessary to preserve the peace and order of the city.
4. After proclamation of an emergency, or any order thereunder, the mayor or other person authorized to do so under this article shall forthwith provide for notice thereof to be given to members of the council, and any state or other local agencies are required under Nebraska Law.
5. The Chief of Police may issue an order prohibiting or limiting the number of persons who may gather or congregate upon the public highways, public streets, or

public sidewalks, or in any outdoor place, except persons who are awaiting transportation, engaging in recreational activities at a usual and customary place, or peaceably entering or leaving buildings.

6. The Chief of Police may establish a curfew limiting the hours when persons may go upon or travel the public streets.
7. The Mayor or his/her designee may require the closing of cocktail lounges, taverns and bars and prohibit the sale or service of alcoholic beverages in any hotel, restaurant, club or other establishment, and require the closing of all other business establishments.
8. The Mayor may prohibit or restrict the sale of gasoline or other inflammable liquids.
9. The Mayor may prohibit the sale, carrying or possession on the public street or public sidewalks, or in any public park or square, of weapons including, but not limited to, firearms, bows and arrows, air rifles, slingshots, knives, razors or missiles of any kind.
10. The Mayor, his/her designee, or the Chief of Police may do any and all things and take such measures as are necessary to preserve the health, safety, and property of the citizens of this community.

Section 2. This Ordinance shall take effect and be in full force immediately after it is passed and signed by the Mayor.

ADOPTED by the Mayor and City Council this ____ day of _____, 2020.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 3999

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 1, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2.96 REGARDING DECLARATIONS OF EMERGENCY AND RESTRICTIONS OF ACTIVITIES.

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

Section 1. That Section 2.96 of Chapter 2, Article II of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-29.1 Definitions; word usage

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

EMERGENCY: An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, natural disaster, automobile accident, disaster, riot or civil commotion, act of God, or any situation which requires immediate action to prevent serious bodily injury or loss of life, or which involves conditions which impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital facilities of the City.

ESTABLISHMENT: Any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

PUBLIC PLACE: Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, common areas of schools, shopping centers, parking lots, parks, playgrounds, transportation facilities, theaters, restaurants, shops, bowling alleys, taverns, cafes, arcades and similar areas that are open to the use of the public. As a type of public place, a street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or in the case of a sidewalk thereof for pedestrian travel. "Street" includes that legal right of way, including but not limited to the cartway of traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass plots or other grounds found within the legal right of way of a street.

REMAIN: To stay behind and to stay unnecessarily in a public place.

TIME OF NIGHT: Referred to herein is based upon the prevailing standard of time generally observed at that hour by the public in the city; prima facie the time then observed in the City Administrative Offices and police stations.

Sec. 2-29.2 Declarations of Emergency and Restrictions of Activities.

The Mayor shall have the authority to declare an emergency within the city whenever conditions arise by reason of war, conflagration, flood, heavy snow storm, blizzard, catastrophe, disaster, riot or civil commotion, or acts of God, including conditions, without limitation because of enumeration, which impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital facilities of the city. Pursuant to Nebraska Revised Statute 81-829.50, the Mayor has the ability to declare an emergency. This Ordinance will allow the Mayor, his/her designee, and the Chief of Police powers to restrict activities after the declaration of an emergency. Said orders shall only be in effect for seventy-two (72) hours. Any extension required after 72-hours will required council approval.

1. The mayor is hereby authorized, if he/she finds that the city or any part thereof is suffering or is in imminent danger of suffering civil disturbance, disorder, riot or other occurrence which will seriously and substantially endanger the health, safety and property of the citizens, to declare a state of emergency.
3. Whenever, in the judgment of the mayor, or, in the event of his/her inability to act, the council president, an emergency exists within the city, he/she shall have power to impose by proclamation any regulations necessary to preserve the peace and order of the city.
4. After proclamation of an emergency, or any order thereunder, the mayor or other person authorized to do so under this article shall forthwith provide for notice thereof to be given to members of the council, and any state or other local agencies are required under Nebraska Law.
5. The Chief of Police may issue an order prohibiting or limiting the number of persons who may gather or congregate upon the public highways, public streets, or public sidewalks, or in any outdoor place, except persons who are awaiting transportation, engaging in recreational activities at a usual and customary place, or peaceably entering or leaving buildings.
6. The Chief of Police may establish a curfew limiting the hours when persons may go upon or travel the public streets.
7. The Mayor or his/her designee may require the closing of cocktail lounges, taverns and bars and prohibit the sale or service of alcoholic beverages in any hotel, restaurant, club or other establishment, and require the closing of all other business establishments.

8. The Mayor may prohibit or restrict the sale of gasoline or other inflammable liquids.
9. The Mayor may prohibit the sale, carrying or possession on the public street or public sidewalks, or in any public park or square, of weapons including, but not limited to, firearms, bows and arrows, air rifles, slingshots, knives, razors or missiles of any kind.
10. The Mayor, his/her designee, or the Chief of Police may do any and all things and take such measures as are necessary to preserve the health, safety, and property of the citizens of this community.

Sec. 2-29.3 Violations and penalties

Any person who violates any of the prohibitions or provisions of any section of this chapter or any rules, regulations, or orders of the Mayor or Chief of Police under this chapter shall be deemed guilty of a misdemeanor. The penalty for such violation shall be a fine in any sum not exceeding \$500 or imprisoned six months, or both said fine and imprisonment at the discretion of the sentencing court.

Section 2. This Ordinance shall take effect and be in full force immediately after it is passed and signed by the Mayor.

ADOPTED by the Mayor and City Council this ____ day of June, 2020.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
6/2/2020

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Event License Application - Kevin Power - Private Annual Charity Event and waiving the \$50 event fee

SYNOPSIS/BACKGROUND:

Mr. Power is hosting his 6th Annual Private Charity Event to raise donation for the Bellevue Food Pantry, at his home at 108 Fox Meadow Court, on Saturday, July 25, 2020 from 7:00 p.m. to 11:00 p.m., with live music. This is a private event which doesn't require an Event License, however applicant is trying to pro actively address the issue of the police being called around 10:00 p.m. because of the music. By going through Event Application process, Police are informed of the event so if a call is received they are aware of the event. They have a 1-man band perform until 11:00 p.m., which is the time in the noise ordinance. See Police, Park, and Street Dept. recommendations.

FISCAL IMPACT: \$00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommendation to approve Event Application for Kevin Power to host his 6th Annual Private Charity Event, to raise donations for the Bellevue Food Pantry, at his home - 108 Fox Meadow Court, on Saturday, July 25, 2020 from 7:00 p.m. - 11:00 p.m., with live music and to waive the \$50 Event Fee.

ATTACHMENTS:

1. Application for Event License 2. Comments from PD, Streets, & Parks 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

[Signature]



CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

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

Date: 5-11-20

APPLICANT NAME: Kevin Power ADDRESS: 108 Fox Meadow Ct.

PHONE #: 402-960-2579 EMAIL ADDRESS: Kpe@Kpe-inc.com

CORPORATION (Name/Address): NA

CORPORATION OFFICERS: NA

PROPOSED ACTIVITY: 6th Annual Private Charity Event to raise donations for Bellevue Food Pantry

DAY/DATE OF PROPOSED ACTIVITY: Saturday / 7-25-20

LOCATION OF PROPOSED ACTIVITY: Same as above

HOURS OF OPERATION: 7-11 pm for live music...

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

- 1. Sanitary Facilities: House
2. Running Water: House
3. Power: House
4. Parking: Neighborhood streets & driveways - All neighbors in Fox Meadow development attend...
5. Insurance: Personal Home Insurance

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

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

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

Signature of Applicant: [Handwritten Signature]

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____

City Council hearing date: _____

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

Police Department Requests: _____

Noise complaints could be a concern.

Capt. ~~W. J. [Signature]~~

Parks Department Requests: _____

Street Department Requests: _____



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
 - Captain Stukenholtz
 - Sgt. Larry Lampman

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby

- Public Works Department
 - Jeff Roberts

FROM: Susan Kluthe

DATE: May 18, 2020

SUBJECT: Request for an Event License Application for Kevin Power, to host his 6th Annual **Private** Charity Event, to raise donation for the Bellevue Food Pantry, at his home – 108 Fox Meadow Court, on Saturday, July 25, 2020 from 7:00 a.m. to 11:00 p.m., with live music and to waive the \$50 Event Fee

Please make comments on the above request and return to Susan Kluthe, by, **Friday, May 22, 2020** I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler
Signature or Fill in Your Name

May 18, 2020
Date

Susan Kluthe

From: Bobby Riggs
Sent: Monday, May 18, 2020 10:15 AM
To: Susan Kluthe
Subject: RE: Event License Application - Private Event - Kevin Power

No issues.

No known conflicts for the date at that location.

Bobby Riggs
Street Superintendent
City of Bellevue
Office: (402) 293-3126
Fax: (402) 293-3077
E-mail: Bobby.Riggs@bellevue.net

From: Susan Kluthe
Sent: Monday, May 18, 2020 10:10 AM
To: Dave Stukenholtz; Larry Lampman; Bobby Riggs; Jim Shada
Subject: Event License Application - Private Event - Kevin Power

Please review application, fill out the Event License Review Form and send back to me.

Thank you!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
[] Police Department
[x] Captain Stukenholtz
[] Sgt. Larry Lampman

- Parks Department
[] Parks Department
[] Jim Shada
[] Mark Blackburn

- Streets Department
[] Streets Department
[] Bobby

- Public Works Department
[] Public Works Department
[] Jeff Roberts

FROM: Susan Kluthe

DATE: May 18, 2020

SUBJECT: Request for an Event License Application for Kevin Power, to host his 6th Annual Private Charity Event, to raise donation for the Bellevue Food Pantry, at his home - 108 Fox Meadow Court, on Saturday, July 25, 2020 from 7:00 a.m. to 11:00 p.m., with live music and to waive the \$50 Event Fee

Please make comments on the above request and return to Susan Kluthe, by, Friday, May 22, 2020 I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

[x] Comments

[] No Comments

Although there were no loud music complaints last year it is still a concern depending on the volume level. Attached are the City Ordinances regarding nuisance, noises, waiver and the state statute for Disturbing the Peace.

Capt. DG Stukenholtz

May 18, 2020

Signature or Fill in Your Name

Date

Sec. 19-70. - Prohibited generally; declaration of nuisance.

Notwithstanding sections 19-2 and 19-3, it shall be unlawful and a public nuisance for any person to make, continue or cause to be made or continued within the city's zoning jurisdiction, any loud, unnecessary or unusual noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city's zoning jurisdiction.

(Ord. No. 3193, § 1, 2-25-2002; Ord. No. 3387, § 1(19-70), 10-24-2005)

Sec. 19-71. - Enumeration.

The acts described in this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code, but such enumeration shall not be deemed to be exclusive.

(Ord. No. 3193, § 1, 2-25-2002; Ord. No. 3387, § 1(19-71), 10-24-2005)

Sec. 19-72. - Horns, signaling devices.

The following shall be deemed a violation of the provisions of this article:

- (1) The sounding of any horn or signaling device on any automobile, motorcycle, street car or other vehicle on any street or public place, except as a danger warning.
- (2) The creation by means of any such signaling device of any unreasonably loud or harsh sound and the sounding of any such device for any unnecessary and unreasonable period of time.
- (3) The use of any signaling device except one operated by hand or electricity.
- (4) The use of any horn, whistle or other device operated by engine exhaust.
- (5) The use of any such signaling device when traffic is for any reason held up.

(Ord. No. 3387, § 1(19-72), 10-24-2005)

Sec. 19-73. - Radios, phonographs, etc.

(a) *Prohibitions.* The following shall be deemed a violation of the provisions of this article:

- (1) The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.
- (2) The operation of any such radio, musical instrument, phonograph, or other machine or

device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.

(b) *Waiver.*

- (1) Provided, however, that the city council hereby finds and declares that it is in the best interests of the general public and welfare that subsection (a) be waived from time to time upon proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities.
- (2) The city council may waive the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight); upon the application of any eligible organization or individual.
- (3) At such time as any individual or organization makes application for the use of a city-owned facility, the application shall specify whether such waiver is requested. As to any other public use facility, the application for a waiver may be made to the city clerk. At the next occurring regularly scheduled city council meeting, the city council shall consider the application and the relevant surrounding facts and circumstances and shall determine whether or not it is in the general public interest to grant the said one-hour waiver.
- (4) The relevant surrounding facts and circumstances upon which such determination shall be based shall include (but not be limited to) the following items:
 - a. If an organization, the nature and purpose of the organization;
 - b. The purpose of the function for which the waiver is requested; and
 - c. The prior experience of the city in its contacts and dealings with the requesting individual or organization.

(Ord. No. 3193, § 1, 2-25-2002; Ord. No. 3387, § 1(19-73), 10-24-2005)

28-1322. Disturbing the peace; penalty.

(1) Any person who shall intentionally disturb the peace and quiet of any person, family, or neighborhood commits the offense of disturbing the peace.

(2) Disturbing the peace is a Class III misdemeanor.

Source: Laws 1977, LB 38, § 306.

Annotations

The State cannot constitutionally criminalize speech under this section solely because it inflicts emotional injury, annoys, offends, or angers another person. But speech can be criminalized under this section if it tends to or is likely to provoke violent reaction. *State v. Drahota*, 280 Neb. 627, 788 N.W.2d 796 (2010).

Under subsection (1) of this section, the definition of breach of the peace is broad enough to include the offense of disturbing the peace; it signifies the offense of disturbing the public peace or tranquility enjoyed by citizens of a community. The term "breach of the peace" is generic and includes all violations of public peace, order, or decorum, or acts tending to the disturbance thereof. Provocative language consisting of profane, indecent, or abusive remarks directed to the person of the hearer may amount to a breach of the peace, and such language constitutes "fighting" words, which are not constitutionally protected forms of speech. *State v. Broadstone*, 233 Neb. 595, 447 N.W.2d 30 (1989).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Jeff Roberts, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

36th Street, N-370 - Sheridan Rd, Bellevue (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

The State, on behalf of the city, received bids for the construction of this project. Chas. Vrana & Son Construction Co. was the low bidder to whom the contract should be awarded. A contract will be provided for the Mayor to sign as soon as the resolution is approved and returned. This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six Year Program. Due to MAPA constraints, funding for approximately \$3.2 million will be under Advanced Construction. NDOT will invoice the City for portions of the City's cost share before construction begins and periodically throughout construction. Construction is expected to begin in Fall 2020 and run through 2022.

FISCAL IMPACT: \$6,375,460.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 80/20

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 36th Street, N-370 - Sheridan Rd, Bellevue (MAPA-5061(5), CN 22276)		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 36th Street, N-370 - Sheridan Rd, Bellevue (MAPA-5061(5), CN 22276)		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: So 36th St, Hwy 370 to Sheridan Rd - PH I CONSTRUCTION	CIP PROJECT NUMBER: ST20(2)	
STREET DISTRICT NAME (S): 36th Street	STREET DISTRICT NUMBER (S): 2011-3	
ACCOUNTING DISTRIBUTION CODE: CIPST20(2)	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Approve the Resolution awarding the 36th Street, N-370 - Sheridan Rd, Bellevue project identified as MAPA-5061(5) to Chas. Vrana & Son Construction Co. in the amount of \$18,015,459.99 with the City Council authorizing the Mayor to sign the contract on behalf of the city.

ATTACHMENTS:

- | | | |
|------------------------|--------------------|--------------------------------------|
| 1. Resolution | 2. Bid Tabulations | 3. LPA Program Agreement - STP Funds |
| 4. Memo from Dean Dunn | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

May 22, 2020

CITY OF BELLEVUE
C/O CITY CLERK
1500 WALL STREET
BELLEVUE, NE 68005

RE: Federal Aid Project No. MAPA-5061(5)
Letting Date: May 21, 2020

We have enclosed a resolution on the above project for placement on your Council agenda. It has been prepared using the bid tabulations to select the low bidder to whom this contract may be awarded. Please proceed with Council action on the resolution. In the event that the Department elects to reject any or all bids on this project, you will receive additional correspondence from our office withdrawing the resolution.

We need to have the completed resolution in this office by Wednesday, June 10, 2020, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is above the estimated cost of \$16,140,264.77. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the mayor sign in the space provided. Scan the completed form and email it to ndot.contractlettings@nebraska.gov

This resolution gives authority for your mayor to sign the contract that will be emailed to you via DocuSign at a later date. If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord

Karen McCord
Highway Contracts Technician
Contract Lettings Section
Construction Division

Kyle Schneweis, P.E., Director
Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

OFFICE 402-471-4567 FAX 402-479-4325
NDOT ContactUs@nebraska.gov

dot.nebraska.gov

LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF BELLEVUE, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. MAPA-5061(5)
STATE CONTROL NO. 22276
36TH ST, N-370 – SHERIDAN RD

THIS AGREEMENT, made and entered into by and between the City of Bellevue, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in the LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

BM1154

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this project, and

WHEREAS, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

WHEREAS, the funding for the project under this agreement includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$4,580,000, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$916,000, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

The project is located on 36th Street between State Highway 370 and Sheridan Road. This is also known as Phase 1. 36th Street will be upgraded to a new urban section. Improvements include: utility relocation, grading erosion control, storm sewer upgrades, paving to four lanes, sidewalk/bike trails, intersection signal replacements and pavement markings, and

WHEREAS, the City of Bellevue and the State of Nebraska Department of Roads have previously entered into Program Agreement XL0753 for Project No. MAPA-5061(5) executed by the City on October 8, 2007 and executed by the State on October 30, 2007 and

WHEREAS, it now becomes necessary that the original program agreement shall become null and void and this agreement shall supersede all sections within the original agreement and shall become effective upon execution by both parties and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. MAPA-5061(5), as evidenced by the Resolution of the LPA dated the 25th day of July, 2011, attached as EXHIBIT "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the LPA and State agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

The previous Program Agreement of the parties, identified as XL0753, executed by the City on October 8, 2007 and executed by the State on October 30, 2007 is hereby superseded in its entirety and replaced by this agreement.

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb.Rev.Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. The

purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

SECTION 2. DEFINITIONS

For purposes of this agreement, the following definitions will apply:

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPD" means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"PUBLIC EMPLOYEE" for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

"RESPONSIBLE CHARGE" or "RC" means the public employee or elected official who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the LPA's interests in the delegated technical tasks.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation in LPA federally funded transportation projects.

"STATE CERTIFIED CONSULTANT" means a consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

"STATE REPRESENTATIVE" means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State's federal funding eligibility duties under this agreement.

SECTION 3. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and continue in effect until the LPA's Federal-aid project is finished and final financial settlement has been completed, except that any terms of this agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law or agreement. If the LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Jeff Roberts as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
 1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
 5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.

6. The LPA shall provide necessary office space, materials and administrative support for the RC.
7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.
11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.
12. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal funds, as determined by the State, and any costs or expenses the

State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

- C. The LPA understands that the following are the duties of the RC:
1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
 2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
 3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.
 4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
 5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
 6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. §81-3445).
 7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
 8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
 9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
 10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
 11. Keep the State informed of all project issues.
 12. Arrange preconstruction conference.
 13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.

14. Be trained in the use of Trans*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guideman.html#forms4>.

SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to

verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has not been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA
2. Right of Way
3. Utilities
4. Construction Engineering
5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator.

SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

The Federal award information needed for the SEFA includes:

Federal Grantor: U.S Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Roads

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: MAPA-5061(5)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$4,580,000. The LPA's share of all actual eligible costs is estimated to be \$916,000. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$3,664,000. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the

services to be provided by the LPA, associated costs, and method of reimbursement. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

SECTION 10. LPA FINANCIAL RESPONSIBILITY

The LPA's share of the total project cost will be all costs not paid for by Federal Funds. The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$410,000. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

The LPA, with State technical advice when requested, agrees to perform or caused to be performed a preliminary survey and all necessary plans, specifications and estimates for the

proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways and Streets, the Nebraska Minimum Design Standards of the Board of Public Roads, Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines and LPA Guidelines Manual for Federal-aid projects. Any deviations from the above publications must be approved for funding by the State on behalf of FHWA.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their Consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their Consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA prior to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 16. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.

- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines

Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement, Federal authorization and receipt of a written Notice to Proceed will not be eligible for Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

SECTION 24. PROJECT COMPLETION

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's

Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

SECTION 29. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on the State website at the following location:
<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the NDOR Conflict of Interest Disclosure Form for LPAs for Local Federal-aid Transportation Projects, for each project. This form is located on the State website at the following location:
<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall notify, or be required to notify, the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 30. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 33. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 34. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb.Rev.Stat. §4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of §4-114(1)(b) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations

under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

- (4) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
 - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.


SECTION 37. REPRESENTATIONS

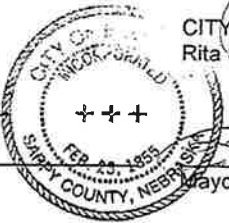
This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by LPA or State other than those that are expressly set forth herein. No agent, employee or other representative of LPA or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

IN WITNESS WHEREOF, the LPA and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.


EXECUTED by the LPA this 26 day of July, 2011.

WITNESS:
Kay Dammast


LPA Clerk



CITY OF BELLEVUE
Rita Sanders
Mayor



Mayor

EXECUTED by the State this 12th day of August, 2011.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.


Local Projects Division Engineer

RECOMMENDED:
Timothy W. Weander


District 2 Engineer

BELLEVUE
SARPY COUNTY
NEBRASKA



MAPA-5061(1)
C.N. 22276

EXHIBIT "A"

RESOLUTION 8011-29

WHEREAS, the City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds;

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

WHEREAS, the City of Bellevue and Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project; and

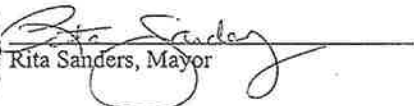
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Bellevue that Mayor Rita Sanders is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOR; and

BE IT FURTHER RESOLVED, that the City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and Jeffrey L. Roberts is hereby designated as Responsible Charge (RC) for pre-construction and construction phases, in accordance with the attached Project Program Agreement, the NDOR Local Public Agency (LPA) Guidelines Manual for Federal-aid Projects, and all Federal, State and local laws, rules, regulations, policies and guidelines for the following Federal-aid transportation project:

NDOR Project Number MAPA-5061(5)
NDOR Control Number 22276
36th Street, N-370 to Sheridan Rd

PASSED AND APPROVED THIS 25 day of July, 2011.




Rita Sanders, Mayor

Attest:


City Clerk



City of Bellevue

Public Works Administration

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

MEMO TO: Jeff Roberts, Public Works Director

FROM: Dean Dunn, Manager of Engineering Services

DATE: May 28, 2020

SUBJECT: 36th St, N-370 - Sheridan Rd, Bellevue
Federal Aid Project No. MAPA-5061(5)

On July 25, 2011, the City Council approved the LPA Program Agreement – STP Funds with the State providing for the construction of a Federal Aid City Project to be known as 36th St, N-370 - Sheridan Rd, Bellevue. A copy of the Agreement is attached for your review. The State on behalf of the City received bids for the construction of this project based on the final plans and specifications on May 21, 2020. Five bids were received and the low bidder was Chas. Vrana & Son Construction Co. in the amount of \$18,015,459.99. The State has provided a resolution for the above referenced project for placement on the Council Agenda.

By approving the resolution, the City Council agrees to provide the necessary funds to pay for all costs incurred until Federal funds are allowed and paid, the Council concurs with the selection of Chas. Vrana & Son Construction Co. for the construction of the project, and the Council authorizes the Mayor to sign the contract Chas. Vrana & Son Construction Co. on behalf of the City.

This is an 80/20 cost share with the Nebraska Department of Transportation (NDOT). 36th Street has been designated as being eligible for Surface Transportation Block Grant (STBG, formerly STP) funds by NDOT and the Federal Highway Administration. The STBG funds will also provide improvements on 36th Street using Advanced Construction (AC). Due to MAPA constraints, the entire fiscal impact amount is expected to be approximately \$6,375,460 with \$3,160,000 being the traditional 80/20 split of the \$15.8 million currently programmed in MAPA's TIP and the remaining balance being an estimated \$3,215,460 utilizing AC; which will be bonded with reimbursement occurring in an out-year to be applied to a larger non-Federal Aide transportation project. The City will be billed and be responsible for 100 percent of the AC portion of the project and will request the AC funds be converted and will be reimbursed up to 80 percent of the eligible and participating costs.

After the resolution is approved and returned to the State, a standard contract will be issued for the Mayor to sign. A copy of the contract will not be made available until after the approved resolution has been returned to the State. This will be the same standard contract that has been used for other State funded projects. The City Attorney's office is comfortable knowing the contract will be the State's standard contract.

R E S O L U T I O N 2020-23

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 25th day of July, 2011, and the State on the 12th day of August, 2011, an agreement providing for the construction of a Federal Aid City Project at the following location: 36TH ST, N-370 - SHERIDAN RD, BELLEVUE, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-5061(5), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on May 21, 2020, at which time 5 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

CHAS. VRANA & SON CONSTRUCTION CO., OMAHA, NE 68117-1407
GRADING, MSE WALL, CONCRETE PAVEMENT, CULVERTS, SANITARY, SEEDING, GUARDRAIL, FENCE, ELECTRICAL, SIGNING, GENERAL ITEMS: \$18,015,459.99

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF BELLEVUE

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Risk of Exposure to COVID-19 through the use of Municipal Property for Adult & Youth recreational programs.

SYNOPSIS/BACKGROUND:

On March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect. Directed health measures are in effect for every County in the State of Nebraska and are likely to be extended by the Governor in some form for most or all Counties. The Governor announced that the directed health measure currently prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020. It is the intent of the City of Bellevue to permit the resumption recreational programs and activities on municipal property, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including Reopening Guidelines and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19, and provided that participants in such activities sign an agreement that releases the City of Bellevue, its elected and appointed officials and employees, and all other participants from liability associated with exposure to COVID-19 in the course of such activities.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

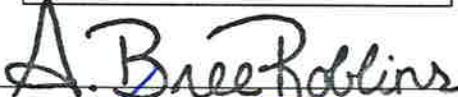
Authorize Mayor to sign the Resolution 2020-24 regarding the risk of exposure to COVID-19 through the use of municipal property for adult & youth recreational programs.

ATTACHMENTS:

1. Resolution 2020-24	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Resolution No. 2020-24

**COVID-19: Resolution of the Bellevue City Council
Regarding Use of Municipal Property for Sports and Other Recreational Activities –
Including Public Pools**

A Resolution of the City of Bellevue, Nebraska, Regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Sports, Recreational Activities, and the use of Public Pools within the City of Bellevue.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, the Governor will be issuing new directed health measures and it is anticipated that they will address capacity limitations for swimming pools, in order to permit the reopening of swimming pools;

WHEREAS, a copy of the *June 1st Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, patrons and others who participate in such games, practices, swimming, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities;

WHEREAS, it is the intent of the City of Bellevue to permit the resumption of adult and/or youth team sports, the opening of its Public Pools, and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines*, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of Bellevue, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports, swimming in public pools or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of Bellevue to participate in games, practices, swimming, or other recreational activities, all players, coaches, officials and other participants must sign the agreement waiving liability on the part of the City. **Waivers and forms can be obtained from Jim Shada by contacting him at jim.shada@bellevue.net.**

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Bellevue relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of Bellevue may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of the City of Bellevue are authorized to execute the directives set forth in this Resolution.

ADOPTED AND APPROVED this 2nd day of June, 2020

Mayor

ATTEST:

City Clerk

June 1st Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training **AND** that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
 - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
 - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
 - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use.
 - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
 - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
 - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
 - Clean and disinfect high touch surfaces regularly while players and fans are present.
 - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
 - Whenever possible, practice social distancing between staff.
 - All employees directly interacting with customers should wear face coverings.
 - All food code regulations must still be followed.
 - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



Outline of Changes to Upcoming DHMs Phase II

Statewide Changes starting June 1st

- **Travel Quarantine**

- All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
- The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.

- **Sports**

- Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
- Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1st.
- Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18th.
- Rodeo events may also begin starting June 1st.
- “June 1st Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
 - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
 - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
- Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

Starting June 1st, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**

- Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
 - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
- Limited to 50% of rated occupancy maximum at a time.
- Six (6) feet separation between seating of different parties.
- Six (6) feet of separation between entertainers, performers, dancers, and patrons.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Food may not be consumed at bar seating.
- Games such as pool, darts, arcade games, etc. are prohibited.

- **Childcare Facilities**

- Will remain at not more than 15 children per room/space.
 - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
 - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
 - > Groups shall be no larger than six (6) individuals.
 - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30th and may be extended.
 - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
 - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
 - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

Starting June 1st, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Eastern Sarpy Suburban Fire Protection District Tax Levy Allocation

SYNOPSIS/BACKGROUND:

The Sarpy Board is proposing a Resolution (2020-144) to set a maximum county tax levy allocation for rural and suburban fire districts in Sarpy County at Fifteen Cents per One Hundred Dollars (0.15). Setting this ceiling would greatly impact the fire protection services for those citizens in Eastern Sarpy and would also prejudice the citizens within Bellevue as they would continue paying for the same services but at a higher cost. Eastern Sarpy is the one that requests the levy and have agreed to pay the .184150 costs for fire protection services. The Sarpy Board now takes the position that they will only allow .15 for the maximum levy. Bellevue would have to have an increased property valuation of approximately \$250 million to be able to function with a .15 levy allocation.

FISCAL IMPACT: 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize Mayor to sign Resolution 2020-25 in opposition to the Sarpy County Board proposed Resolution to set a maximum county tax levy allocation for rural and suburban fire districts in Sarpy County at Fifteen Cents per One Hundred Dollars (0.15).

ATTACHMENTS:

1. Resolution 2020-25 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robins
[Signature]

RESOLUTION NO. 2020-25

**RESOLUTION REGARDING FIRE PROTECTION FOR THE EASTERN SARPY
SUBURBAN FIRE PROTECTION DISTRICT**

WHEREAS, the City of Bellevue, Nebraska, (hereinafter the “City”) entered into an agreement with the Eastern Sarpy Suburban Fire Protection District (hereinafter the “District”) agreement to provide for certain services including responding to all fire alarms and emergency rescue alarms to protect the life and property within the territorial limits of the District.

WHEREAS, pursuant to the agreement, the City agreed to “provide the same services to the District and its inhabitants as it does to its inhabitants of the City of Bellevue.”

WHEREAS, pursuant to the agreement, the City agreed to accept compensation in the form of a levy for all services to be rendered under the agreement, including all maintenance costs and capital expenditures for equipment. It was further agreed that “the mill levy necessary to produce such sum will be increased or decreased by the District as such review determines with the intent to provide such cost to the district as expressed in mills and **which will provide the same fire and rescue service as it provided for the citizens of Bellevue, and at the same costs charged to the citizens of Bellevue ...**”.

WHEREAS, even though there is an obligation for equal protection and for the City of Bellevue to provide the same services at the same costs to the District, per the agreement, for fire protection, the City continues to run into issues with the Sarpy Board each year when the District submits its levy request.

WHEREAS, the City is currently providing services to its citizens within its corporate boundaries at the rate of .18450. For the year 2019-2020, the District requested a levy of .184150. This amount does not include the bond levy. The District, not the City, is the one that requests the levy and have agreed to pay the .184150 costs for fire protection services, per the agreement.

WHEREAS, for the 2019-2020 year, the Sarpy County Board only approved .1744, not the full .184150 that was requested by the District. Therefore, for the year 2019-2020, the City of Bellevue was required to provide equal services to the District for less than the costs to its own citizens. The other option would have been to stop providing the services, however the City and the Bellevue Fire Department did not want to take that step at that time.

WHEREAS, the Sarpy Board intends to pass Resolution 2020-144 (attached hereto as Exhibit "A") which sets the District levy at 0.1744 cents per one hundred dollars of taxable valuation for the 2020-2021 year, 0.1622 cents per one hundred dollars of taxable valuation for the 2021-2022 year, and .1500 cents per one hundred dollars of taxable valuation for the 2022-2023 year.

WHEREAS, the City of Bellevue cannot provide equal fire protection and services to the District at the levy as outlined in Exhibit "A".

WHEREAS, the City has proposed a solution to the Sarpy Board and is working on legislation with State Senators to address this matter, however said legislation cannot be presented or considered until January 2021.

WHEREAS, the City has requested the Sarpy Board to table this matter until legislation can be considered and presented, however the Sarpy Board will not agree to do so, which is also evident by Exhibit "A" being before the Sarpy Board for the June 2, 2020 board meeting.

WHEREAS, if Exhibit "A" is passed by the Sarpy Board, the City of Bellevue's Fire Department will no longer be able to provide fire protection and other services to the District at the levies as outlined in Exhibit "A".

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

The City of Bellevue is against the adoption of Resolution 2020-144 by the Sarpy Board and is opposed to providing fire protection and other services to the District at a cost less than that born by the Citizens of Bellevue.

ADOPTED AND APPROVED this _____ day of June, 2020.

Mayor

ATTEST:

City Clerk



Resolution 2020-144

EXHIBIT "A"

BOARD MEETINGS SARPY COUNTY, NEBRASKA

Setting Maximum County Tax Levy Allocation for Other Political Subdivisions, Specifically Eastern Sarpy Suburban Fire Protection District for the 2020-2021, 2021-2022 and 2022-2023 Tax Years

Whereas, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

Whereas, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

Whereas, Neb. Rev. Stats. §§77-3442 to 77-3444 grant the authority for the County to levy taxes according to taxable valuation of property, and to allocate a portion of that authority to other political subdivisions; and,

Whereas, pursuant to Neb. Rev. Stat. §77-3442, the County may, but is not required to, allocate collectively up to fifteen cents per one hundred dollars of taxable valuation of property subject to the levy to political subdivisions within the County, including Rural and Suburban Fire Districts and County Agricultural Societies; and,

Whereas, pursuant to Neb. Rev. Stat. §77-3442, the County may, but is not required to, allocated to one or more political subdivision some or all of the county's five cents per one hundred dollars of valuation authorized for support of an agreement or agreements to be levied by the political subdivision for the purpose of supporting that political subdivision's share of revenue required under an agreement or agreements executed pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act; and,

Whereas, pursuant to Neb. Rev. Stat. §77-3443 such limitation shall not include levies for bond indebtedness approved according to law; and,

Whereas, Neb. Rev. Stat. §77-3443 further grants authority to the County Board to review and approve or disapprove the levy request of all political subdivisions as described within said Statute.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that, pursuant to the above outlined authority, the Allocation of Levy Authority for Fiscal Year 2020-2021 is as follows:

1. The Eastern Sarpy Suburban Fire Protection District General Fund shall be set at the amount of 0.174400 cents per one hundred dollars of taxable valuation of property subject to the levy. Such allocation shall be 0.150000 cents, minus the allocation to the Sarpy County Agricultural Society, per one hundred dollars of taxable valuation of property subject to the levy from the General County Allocation Authority and the remainder shall be allocated from the County Interlocal Allocation Authority. This allocation is exclusive of and shall be added to the levy for bond indebtedness to arrive at the total levy amount for the District.
2. All other Suburban and Rural Fire Districts, unless otherwise specifically addressed by separate resolution, shall not exceed the amount of 0.150000 cents per one hundred dollars of taxable valuation of property subject to the levy.

BE IT ALSO RESOLVED that the Allocation of Levy Authority for Fiscal Year 2021-2022 is as follows:

1. The Eastern Sarpy Suburban Fire Protection District General Fund shall be set at the amount of 0.162200 cents per one hundred dollars of taxable valuation of property subject to the levy. Such allocation shall be 0.150000 cents, minus the allocation to the Sarpy County Agricultural Society, per one hundred dollars of taxable valuation of property subject to the levy from the General County Allocation Authority and the remainder shall be allocated from the County Interlocal Allocation Authority. This allocation is exclusive of and shall be added to the levy for bond indebtedness to arrive at the total levy amount for the District.
2. All other Suburban and Rural Fire Districts, unless otherwise specifically addressed by separate resolution, shall not exceed the amount of 0.150000 cents per one hundred dollars of taxable valuation of property subject to the levy.

BE IT ADDITIONALLY RESOLVED that, pursuant to the above outlined authority, the Allocation of Levy Authority for Fiscal Year 2022-2023 is as follows:

1. The Eastern Sarpy Suburban Fire Protection District General Fund shall be set at the amount of 0.150000 cents per one hundred dollars of taxable valuation of property subject to the levy. Such allocation shall be 0.150000 cents, minus the allocation to the Sarpy County Agricultural Society, per one hundred dollars of taxable valuation of property subject to the levy from the General County Allocation Authority and the remainder shall be allocated from the County Interlocal Allocation Authority. This allocation is exclusive of and shall be added to the levy for bond indebtedness to arrive at the total levy amount for the District.
2. All other Suburban and Rural Fire Districts, unless otherwise specifically addressed by separate resolution, shall not exceed the amount of 0.150000 cents per one hundred dollars of taxable valuation of property subject to the levy.

BE IT ALSO RESOLVED that the above outline Allocation of Levy Authority is exclusive of and does not include levies for bond indebtedness approved according to law.

BE IT FURTHER RESOLVED that such Allocation of Levy Authority shall not be changed after September 1, 2020, except by agreement between both the County Board and the governing body of the political subdivision whose final levy allocation is at issue.

BE IT FINALLY RESOLVED that the County Clerk shall forward a copy of this resolution to the chairperson of the governing body of each of these political subdivisions.

The above Resolution was approved by a vote of the Sarpy County Board Meetings at a public meeting duly held in accordance with the applicable law on the 19 day of May 2020

Attest:
SEAL



Sarpy County Chairman

Sarpy County Clerk/Register of Deeds

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15d.
6/2/2020

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: City Administrator	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution No. 2020-26: Approving the Proposed Budget for the Wastewater Agency 20-21

SYNOPSIS/BACKGROUND:

Approval of the Proposed Budget for the Sarpy County and Cities Wastewater Agency for the 2020-2021 Fiscal Year.

The Sarpy County and Cities Wastewater Agency consist of Sarpy County and the cities of Papillion, Bellevue, Gretna, LaVista, and Springfield. The agency is required to approve the annual budget and amendments and the council needs to review and approve the same.

FISCAL IMPACT: None BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the Proposed Budget for the Sarpy County and Cities Wastewater Agency for the 2020-2021 Fiscal Year.

ATTACHMENTS:

- | | | |
|---------------|-------------------------|----|
| 1. Resolution | 2. Supporting Documents | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robinson
[Signature]
[Signature]

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY
FY2020-2021 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, "Agency Formation Agreement") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency");

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board discussed the proposed FY2020-2021 Budget and after discussion the Board deemed it advisable to approve the proposed FY2020-2021 Budget, attached hereto as Exhibit A, and pursuant to Section IX of the Agency Formation Agreement the FY2020-2021 Budget shall be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2020-2021 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2020-2021 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 27th day of May 2020.

ATTEST:

Lisa A. Haine

Sarpy County and Cities Wastewater
Agency Secretary



David R. Kelly

Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

FY2020-2021 Budget

[Attached]

Sarpy County and Cities Wastewater Agency
07/01/2020 to 06/30/2021
Adopted Budget

	2019/2020 Budget	Actual/Estimated 2019/2020	Adopted 2020/2021 Budget
Beginning Cash Balance (Previous FY Carryover)	\$ 248,312	\$ 248,312	\$ 699,048
RECEIPTS:			
Donation - Sarpy County	\$ -	\$ -	\$ -
Member PILOT Contributions	\$ -	\$ -	\$ 100,000
Reimbursable Contribution - Sarpy County	\$ 200,000	\$ -	\$ -
Nebraska Clean Water State Revolving Loan Fund - Loan Proceeds Transfer from Sarpy County	\$ 5,000,000	\$ 2,550,434	\$ 2,449,566
Sewer Connection Fees	\$ 3,000,000	\$ -	\$ 5,116,000
Miscellaneous (Interest)	\$ -	\$ 6,120	\$ 9,600
Total Receipts:	\$ 8,200,000	\$ 2,556,554	\$ 7,675,166
TOTAL RESOURCES AVAILABLE:	\$ 8,448,312	\$ 2,804,866	\$ 8,374,214
DISBURSEMENTS & TRANSFERS:			
Agency Operational Expenses:			
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 1,272,120	\$ 775,000	\$ -
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ 14,110	\$ 18,385	\$ 15,700
Professional Services - Engineering Consultant Services - Regional Wastewater System	\$ 670,896	\$ 444,806	\$ 455,000
Professional Services - Legal Services - P3 Formation/Creation	\$ 341,214	\$ 150,672	\$ -
Professional Services - Legal Services - General Agency Services	\$ 191,625	\$ 232,247	\$ 325,000
Professional Services - Financial Advisor - General Agency Services	\$ 610,390	\$ 441,793	\$ 300,000
Project Costs - Title Insurance/Professional Services	\$ 2,200,000	\$ 2,460	\$ 1,900,000
Project Costs - Phase IA Construction, Etc. Services & Expenses	\$ 67,100	\$ -	\$ -
Project Costs - Sewer Development Expenses/Easements/ROW	\$ 3,000,000	\$ -	\$ 5,300,000
Insurance - Public Entity Management Liability	\$ 50,000	\$ 30,000	\$ 50,000
Accounting Software - QuickBooks	\$ 1,500	\$ 840	\$ 1,500
Postage	\$ 1,500	\$ 100	\$ 1,500
Office Supplies - Copies, Paper, etc.	\$ 2,000	\$ 500	\$ 2,000
Publications - Newspaper, Notices, etc.	\$ 7,500	\$ 318	\$ 7,500
Audit Fees	\$ 8,000	\$ 8,500	\$ 8,000
Miscellaneous - Fees & Supplies	\$ 10,358	\$ 197	\$ 8,000
Agency Operational Expenses Total:	\$ 8,448,313	\$ 2,105,818	\$ 8,374,200
TOTAL DISBURSEMENTS & TRANSFERS:	\$ 8,448,313	\$ 2,105,818	\$ 8,374,200
Ending Cash Balance - 06/30/20XX:	\$ (1)	\$ 699,048	\$ 14
Agency Budget Authority Amount:	\$ 8,448,312	\$ 2,804,866	\$ 8,374,214

2020/21 Budget Adopted by Agency Governing Body: 5/27/2020

2020/21 Budget Adopted by Sarpy County Governing Body: _____

2020/21 Budget Adopted by Bellevue Governing Body: _____

2020/21 Budget Adopted by Gretna Governing Body: _____

2020/21 Budget Adopted by La Vista Governing Body: _____

2020/21 Budget Adopted by Papillion Governing Body: _____

2020/21 Budget Adopted by Springfield Governing Body: _____

2020/21 Agency Budget Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

RESOLUTION NO. 2020-26
RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY PROPOSED FY2020-2021 BUDGET

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the “Act”), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and,

WHEREAS, the Agency Board has approved the proposed FY2020-2021 Budget, and,

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed FY2020-2021 Budget which has been approved by the Agency Board and is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY City Council of the City of Bellevue, Nebraska, that the proposed FY2020-2021 Budget is hereby approved.

The above Resolution was approved by a vote of the City Council of the City of Bellevue, Nebraska at a public meeting duly held in accordance with applicable law on the 2nd day of June, 2020.

ADOPTED AND APPROVED:

Mayor, Rusty

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Exhibit A

FY2020-2021 Budget

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
6/2/2020

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Purchase of a new Bobcat for the Cemetery Department.

SYNOPSIS/BACKGROUND:

Request permission to purchase a new Bobcat for the Cemetery Department.

FISCAL IMPACT: \$34,733.68 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: Cem Mower CIP PROJECT NUMBER: CIP CE 20(1)

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

ACCOUNTING DISTRIBUTION CODE: 7100 ACCOUNT NUMBER: 10-14-7100

RECOMMENDATION:

For the Council to approve the purchase of a new Bobcat from Clark Equipment Company dba Bobcat company and have the Mayor authorize and sign.

ATTACHMENTS:

1. Product Quotation	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

[Signature]

[Signature]



Bobcat

Product Quotation

Quotation Number: JLK-04792

Date: 2019-10-29 15:04:59

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BELLEVUE G2836 2012 Betz Rd Bellevue, NE 68005-3509	Bobcat of Omaha, Omaha, NE 8701 SOUTH 145TH STREET OMAHA NE 68138-3618 Phone: (402) 895-6660 Fax: 402-884-2497	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	\$43,976.45	\$43,976.45
Deluxe Road Package	M1221-P01-C01	1	\$1,879.35	\$1,879.35
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$3,937.20	\$3,937.20
High Flow Package	M1221-R03-C02	1	\$1,229.95	\$1,229.95
29 X 10.5 Trac Tire	M1221-R05-C04	1	\$386.75	\$386.75
Keyless Ignition	M1221-R06-C02	1	\$259.25	\$259.25
Heavy Duty Battery	M1221-R07-C02	1	\$68.85	\$68.85
Attachment Control	M1221-R08-C02	1	\$161.50	\$161.50
Power Bob-Tach	M1221-R12-C02	1	\$849.15	\$849.15
Traction Control	M1221-R16-C02	1	\$420.75	\$420.75
Engine Block Heater	M1221-A01-C02	1	\$91.80	\$91.80
62" Heavy Duty Bucket	7272678	1	\$712.88	\$712.88
--- Bolt-On Cutting Edge, 62"	6718005	1	\$191.80	\$191.80
Total of Items Quoted				\$54,165.68
Dealer Assembly Charges				\$68.00
TRADE IN JOHN DEERE BACKHOE (T03103X884561)				(\$19,500.00)
Quote Total - US dollars				\$34,733.68

Notes:

*Prices per the Nebraska Contract# 14660 OC
 *Terms Net 30 Days. Credit cards accepted.
 *FOB Destination within the 48 Contiguous States.
 *Delivery: 60 to 90 days from ARO.
 *State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.
 *TID# 38-0425350
***ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
6/2/2020

COUNCIL MEETING DATE: 06/02/2020		SUBMITTED BY: Jeff Roberts, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the bid for the CDBG WASHINGTON PARK IMPROVEMENTS project

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder, Midwest DCM, for the CDBG WASHINGTON PARK IMPROVEMENTS project

FISCAL IMPACT: \$257,271 BUDGETED FUNDS?: YES \$214,900 GRANT/MATCHING FUNDS?: YES \$214,900

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CDBG WASHINGTON PARK IMPROVEMENTS project		
CONTRACT EFFECTIVE DATE: 06/03/2020	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: PK 20 (8) Washington Park Improvements		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: PK 20 (8) Washington Park Improvements	CIP PROJECT NUMBER: PK 20 (8)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CDBG-192003	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council to Approve lowest bid of \$233,883 plus 10% contingency totaling \$257,271 for CDBG WASHINGTON PARK IMPROVEMENTS project. Have the Mayor authorize and sign.

ATTACHMENTS:

- | | | |
|--------|-------------|----|
| 1. Bid | 2. Contract | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]
[Signature]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 2nd day of June, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Midwest DCM ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Two Hundred Thirty Three Thousand Eight Hundred Eighty Three Dollars and Zero Cents (\$233,883.00) ("Contract Sum").

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

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

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

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

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

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

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

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

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

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

If to City:

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

With a copy to:

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

If to Contractor:

Midwest DCM
Ram Hingorani
8719 S 135th Street, Suite 100
Omaha, NE 68138
Fax No.: _____

With a copy to:

Fax No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT "A"

SPECIFICATIONS

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

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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

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

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

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

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

EQUAL EMPLOYMENT OFFICER

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

NON-DISCRIMINATORY RECRUITING

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

"An Equal Opportunity Employer"

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

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

CONTRACTS AND CONTRACTORS

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

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

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

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