

## Bellevue City Council Meeting

Tuesday, August 4, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

### 1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Associate Pastor Mick Huntley, Midlands Bible Baptist Church, 2407 Chandler Road East.

### 3. CALL TO ORDER AND ROLL CALL

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

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

a. Approval of the Agenda

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

1. \* Approval of the July 21, 2020 Board of Equalization Minutes

2. \* Approval of the July 21, 2020 City Council Minutes

3. \* Acknowledge Receipt of the July 28, 2020 Board of Health Minutes

### 6. \* APPROVAL OF CLAIMS.

### 7. SPECIAL PRESENTATIONS:

a. Presentation of "Officer of the 1st Quarter," "Officer of the 2nd Quarter," "Officer of the 3rd Quarter," "Officer of the 4th Quarter," and "Officer of the Year." (Interim Chief Dargy)

b. Budget Presentation. *{Will be given after the first reading of Ordinance No. 4005}*(Finance Director)

8. ORGANIZATIONAL MATTERS: None

9. APPROVED CITIZEN COMMUNICATION: None Received

10. LIQUOR LICENSES: None

### 11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4001: Request to rezone Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lots 43B1, 47B, and part of Lot 48B, Marian Park, all located in the N 1/2 of Section 25, T14, R13E of the 6th P.M., Sarpy County, Nebraska; and part of Lot 1, lying West of Canyon Road, the North 40' of Lot 2, and Lot 3B1, Jewell Place, all located in the Southeast 1/4 of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RS-120 for the purpose of single family residential development. Applicant: Sherwood Properties. General Location: Combs Road and Canyon Road. (Planning Manager)

1. Approval of the preliminary plat Lots 1 through 3, Hidden Hills 2<sup>nd</sup> Addition.

2. Approval of the final plat Lots 1 through 3, Hidden Hills 2<sup>nd</sup> Addition.

b. Ordinance No. 4002: An Ordinance to amend section 29.5-1 through 29.5-25 of the Bellevue Municipal Code pertaining to the City Trees. (Legal)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager)

b. Ordinance No. 4004: Request to rezone Lots 1 through 3, Block 55, City of Bellevue, from

BGM-OTO to RG-50-OTO. Applicant: City of Bellevue. General location: 2221 Main Street. (Planning Manager)

c. Ordinance No. 4005: Annual Appropriations Bill. (Finance Director)

1. Resolution No. 2020-35: A resolution to set the 2020-2021 property tax request.

(Finance Director) ***{No action required at this meeting}***

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Authorize Mayor to sign the Certifications and Assurances by the Chief Executive of the Applicant Government for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (Police Department/Legal)

15. RESOLUTIONS:

a. Resolution No. 2020-33: To participate in the Papio NRD Hazard Mitigation Plan. (Planning Manager)

b. Resolution 2020-34: Ordering an election to authorize the Bellevue At-Large City Council Position be eliminated and a 6th City Council Ward be Created & Added, and requesting a consolidation with other elections occurring on November 3, 2020 and authorize the Mayor to sign. (Administration)

16. CURRENT BUSINESS:

a. Approval of a permanent sanitary sewer easement between Douglas County School District 0001 and the City of Bellevue, located in Lot 1, South Woods Replat 3 and authorize the Mayor to sign. (Interim Public Works Director)

b. Approval of the Recording and Dictation system from Dragon Software, in an amount not to exceed \$84,001.45 and authorize the Mayor to sign. (Interim Chief Dargy)

c. Approve and authorize the Mayor to sign the Agreement with Dostals Construction Company, Inc. for the Lookingglass Height II Park Improvements Project to include a splash pad and restroom facility, in an amount not to exceed \$1,056,720.50 plus 10% contingency totaling \$1,162,392.55. (Interim Public Works)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports ***(A Monthly Report will be given at the first Council Meeting of every month - July report attached)***

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

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

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:30 p.m. on the 21st day of July, 2020. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

### Open Meetings Act

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

### Approval of the Agenda

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

Motion was made by Shannon, seconded by Stinson to amend the agenda by renumbering items beginning with Item #3 - Approval of the Agenda and to correct the resolution number on Resolution No. 2020-0721-01. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none.

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

### Public hearing to consider the levy of liens for non-payment of costs associated with the mowing, trimming, tree-removal, demolitions and removal of structures, and /or general clean-up efforts on the properties within the City of Bellevue, identified in the attachment and in Resolution No. 2020-0721-01.

Mayor Hike opened the meeting for public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed liens. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Hike declared the public hearing closed.

### Resolution BOE No. 2020-0721-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, demolitions and removal of structures, and/or general clean-up efforts on the identified properties within the City of Bellevue.

Name (l, f)	Service Address	Parcel #	Legal Description	Amount
Cisar, Shelly	2718 Bonnie Street, 68147	010517758	Lot 60, Southern View 3rd Platting	\$ 950.00
Mendoloia, Dominic Sr.	210 West 23rd Avenue, 68005	010611703	Lot 11, Block 197, Bellevue & vac sts adj.	\$ 200.00
Mendoloia, Dominic Jr.	212 West 23rd Avenue, 68005	010611797	Lot 12, Block 197, Bellevue	\$ 200.00
Millington, Deane Jr. & Linda	<del>2822 Betty Street, 68147</del>	<del>010517677</del>	<del>Lot 41, Southern View</del>	<del>\$ 200.00</del>
Ringler, Carolyn	305 Kohl Road, 68005	010473726	Lot 4, Kohl Subdivision	\$ 425.00
Underwood, Odilia	7155 S. 53rd Street, 68157	010544267	Lot 67, Sun Valley Park	\$ 1,400.00
Wyatt Simon Investments LLC	9814-9816 Linden Avenue	010355839	Lot 120 & Outlet 1, Blue Ridge	\$ 200.00
<b>DEMOLITIONS</b>				
Armstrong, Shirley	3614 Josephine Street, 68147	010373489	Lot 22, Block 8, Good Luck Addition	<del>\$ 9,730.00</del>

# MINUTE RECORD

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

Gaines, Troy	3636 Edna St., 68147	010357971	Lot 15, Block 5, Good Luck Addition	\$ 3,500.00
Guardian Tax Partner Inc.	2611 Harrison Street, 68147	010969322	Lot 8A Armourdale	\$ 12,808.00
Plebanek, Stanley D.	7312 S. 25th Street, 68147	010543961	Lot 3 & N 1/2 Lot 28, Block 1, Randolph Place & All Vac Alley between	\$ 10,100.00

**Motion** was made by Shannon, seconded by Stinson, for passage of Resolution BOE No. 2020-0721-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, demolitions and removal of structures, and/or general clean-up efforts on the identified properties within the City of Bellevue, as amended and presented at tonight's meeting.

Ms. Bree Robbins, City Attorney, asked the City Clerk for confirmation that the Notice of Meeting was published in a legal public newspaper at least ten days prior to tonight's meeting. The City Clerk confirmed that it was.

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

**Public hearing to consider the levy of liens for non-payment of costs associated with demolition and removal of structures at 1503 Galvin Road within the City of Bellevue, identified in the attachment as Main Street Properties LLC and in Resolution No. 2020-0721-02.**

Councilman Shannon recused himself at 5:40 p.m. due to a conflict of interest as he is the owner of Main Street Properties. He exited the Council Chambers

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

Mr. Tom Schumacher, was present on behalf of Main Street Properties. He stated Main Street Properties is wishing to contest the lien being asserted against it by the City of Bellevue. The work the City contracted out for by Heimes Corporation has never has been completed. Therefore, the City should not assert a lien against the property. The construction has not been fully completed for the full amount of the bid as submitted by Heimes Corporation. He proceeded by talking about the work not completed.

Councilwoman Welch asked why this documentation contesting this lien was received just before the meeting and why was delayed until now. Mr. Schumacher stated it was first just going to be appealed to the Board of Adjustment but then decided to present materials today. Further questioning and discussion ensued.

Mr. Mike Christensen, Chief Building Inspector, was questioned on the process and he stated he feels the City has achieved what the City's intent was which is to make the property secure, safety and no longer a nuisance.

Mr. Pat Shannon, owner of Main Street Properties, stated since the public hearing was still open, he would speak. He stated the information communicated is ridiculous and absurd. He wanted to present the real facts. He proceeded explaining the work that is incomplete. Mr. Shannon advised he is willing to pay for the completed work. Ms. Bree Robbins, City Attorney, asked Mr. Schumacher where they were getting their dollar figures from.

Further discussion ensued.

**Resolution No. 2020-0721-02: Levying of a lien for non-payment of costs associated with the demolition and removal of structure at 1503 Galvin Road within the City of Bellevue.**

**Motion** was made by Cook, seconded by Welch, to approve Resolution BOE No. 2020-0721-02: Levying of a lien for non-payment of costs associated with the demolition and removal of structure at 1503 Galvin Road within the City of Bellevue on the identified property within the City of Bellevue.

Ms. Bree Robbins, City Attorney, asked the City Clerk for confirmation that the Notice of Meeting was published in a legal public newspaper at least ten days prior to tonight's meeting. The City Clerk confirmed that it was.

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

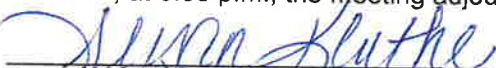
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Bellevue Board of Equalization, July 21, 2020, Page 3

Councilman Shannon returned to the Council Chambers at 6:07 p.m.

## Adjournment

There being no further business to bring before the Board, on motion made by Preister, seconded by Shannon, at 6:08 p.m., the meeting adjourned.

  
Susan Kluthe, City Clerk

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Rusty Hike, Mayor

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



  
Susan Kluthe, City Clerk

# MINUTE RECORD

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08/04/2020

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

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 21<sup>st</sup> day of July, 2020, at 6:11 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

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

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA**

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

**Motion** was made by Preister, seconded by Shannon, to amend the agenda by removing Item 10a. per applicant's request. 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.

Roll call to approve the agenda as amended 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 Cook, seconded by Preister, to approve the consent agenda which included the following: Acknowledge Receipt of June 25, 2020 Planning Commission Minutes, Approval of July 7, 2020 City Council Minutes; Approval of Claims; Recommendation to approve the reappointments of Todd Aerni, Mike Perrin and Eric Ritz to the Planning Commission to serve 3-year terms ending August 2023; Approve the appointment of the Budget Task Force for the 2020-2021 Budget; and Recommendation to approve and authorize the Mayor to sign the Interlocal Agreement with Douglas County and Cooperating Agencies.

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:** None

**ORGANIZATIONAL MATTERS:** None

**APPROVED CITIZEN COMMUNICATION:** None

## **LIQUOR LICENSES:**

**Recommend approval of application of Taco Terraza LLC dba "Taco Terraza" for a Class "I-123771" Liquor License at 513 Fort Crook Road N., Bellevue and for Servando Alvarez as Manager. (City Clerk)**

Mr. Servando Alvarez stated he and his wife intend to open a restaurant and would like the opportunity to serve alcohol.

Councilman Cook inquired if the primary business is a restaurant and what the hours operation will be. Mr. Alvarez explained the primary use is a restaurant. The intention is to serve breakfast from 10:00 a.m. to 12:00 p.m., and dinner from 4:00 p.m. to 9:00 p.m.

**Motion** by Cook, seconded by Welch, to recommend approval of application of Taco Terraza LLC dba "Taco Terraza" for a Class "I-123771" Liquor License at 513 Fort Crook Road N., Bellevue and for Servando Alvarez as Manager.

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. 4000: Request to rezone Lots 1 and 2, Watson's Replat Three, being a replat of Lot 2, Watson's Replat II, from AG to AG and ML, for the purpose of industrial development; Approval of the preliminary plat Lots 1 and 2, Watson's Replat Three; and Approval of the final plat Lots 1 and 2, Watson's Replat Three Applicant: DLWC Real Estate, LLC. General Location: Cornhusker Road and 36th Street. (Planning Manager)**

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 Cornhusker Road and 36<sup>th</sup>

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Street, more particularly in Section 1 of the Ordinance and to provide an effective date, was read for the third and final time.

**Motion** made by Preister, seconded by Stinson, to approve Ordinance No. 4000: Request to rezone Lots 1 and 2, Watson's Replat Three, being a replat of Lot 2, Watson's Replat II, from AG to AG and ML, for the purpose of industrial development; Approval of the preliminary plat Lots 1 and 2, Watson's Replat Three; and Approval of the final plat Lots 1 and 2, Watson's Replat Three Applicant: DLWC Real Estate, LLC. General Location: Cornhusker Road and 36th Street.

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

**Motion** was made by Shannon, seconded by Cook, to approve the Preliminary Plat Lots 1 and 2, Watson's Replat Three. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Priester, Burns, and Welch voted yes; voting no: none. Motion carried.

**Motion** was made by Shannon, seconded by Preister, to approve the Final Plat Lots 1 and 2, Watson's Replat Three. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Priester, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading):**

**Ordinance No. 4001: Request to rezone Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lots 43B1, 47B, and part of Lot 48B, Marian Park, all located in the N 1/2 of Section 25, T14, R13E of the 6th P.M., Sarpy County, Nebraska; and part of Lot 1, lying West of Canyon Road, the North 40' of Lot 2, and Lot 3B1, Jewell Place, all located in the Southeast 1/4 of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RS-120 for the purpose of single family residential development. Applicant: Sherwood Properties. General Location: Combs Road and Canyon Road.** (Planning Manager)

Ordinance No. 4001: 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 Combs Road and Canyon Road, more particularly described in Section 1 of the Ordinance and to provide an effective date was read for the second time and a public hearing was held. .

Mayor Hike opened the meeting to a public hearing on Items 12a.- Ordinance No. 4001, 12a1 – Preliminary Plat, and 12a2 – Final Plat to give opportunity for individuals to speak in favor of or in opposition to the application.

Mr. Mark Westergard, E & A Consulting Group, Inc., was present on behalf of the applicant. He advised the proposed request is to take the six small lots and plat them into three buildable lots with a RS-120 zoning. The current zoning of RE, would allow for three homes to be built. However, there is an existing sewer line coming out of Hidden Hills, making the easterly lot smaller and under one acre. Mr. Westergard mentioned concerns from the Planning Commission meeting included trees, grading, traffic, wildlife disturbance, and property values. He feels the concerns were addressed. Effectively, this area is less dense than the surrounding area. The price of the three homes would be estimated at \$350,000 each. Lot 1 will have access of Canyon Drive with a direct driveway. Lot 2 will have access via a private easement which goes along the northerly edge of Lot 1. Lot 3 will be served with a driveway off of Bellevue Boulevard. At the Planning Commission meeting there was discussion on Combs Road being vacated. The title work shows, although Combs Road is unimproved, it is not vacated. Therefore, there will be a private driveway to Lot 2. Mr. Westergard advised the fact is three homes could be built without platting the area. The purpose for the plat is to clean up the lot lines and to identify easement and access issues. He mentioned the houses will be approximately 1,700 to 2,500 square feet, making the footprint coverage 3.5 to 5%. The Hidden Hills area has approximately 19% ground coverage. He stated the fact is the proposed subdivision is much less dense than Hidden Hills.

Councilman Shannon mentioned the smallest of the three lots has a 35 foot plus drop in the backyard. He inquired what the grade in the backyard is. Mr. Westgard stated it is a 3-1 slope. The grading intent is to remove a minimum number of trees and a minimum amount of grading to get the homes built. This may require special designed homes with supporting walls in the rear.

Councilman Stinson inquired if the private drive, to the middle lot, will go up Combs Road. Mr. Westgard explained it will go up along Combs Road and be part of Lot 1. Councilman Stinson questioned what the scope is and how wide the driveway is. Mr. Westgard commented the driveway has a reasonable slope, guessing it is 3-5% slope. Commenting this part along Combs Road is not very steep.

Councilman Stinson stated his concern is when water comes down the private drive, the Milos house is at the bottom of Canyon Road. The water is going to go straight into this yard and there will be erosion problems. He stated he was concerns since there is no storm sewer. Mr. Westgard commented there is a storm sewer. He explained the intent is to have the driveway tipped. This would a low the water to go over to the Combs Road right-of-way to the existing storm sewer.

Councilman Preister referred to the letter received from the HOA of Hidden Hills. The letter addresses concerns of dealing with erosion during construction and the number of vehicles. He mentioned the number of vehicles being limited to the maximum of six vehicles during the construction process seems limited. He questioned what the impact to the surrounding neighbors will be from the vehicles and the erosion. Mr. Westgard stated the

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normal requirements to stop erosion and maintain it to the proposed property will be in place. It could be silt fencing or wattles. This would protect the surrounding properties from getting silt, however it won't stop all the water runoff. Mr. Westergard explained the number of vehicles is in reference to the number of contractors and crew working on a house at time. The intention is to have the project completed in a relatively short amount of time. The houses generally take six to seven months to build. It is not intended to be long term construction and cause disruption for a long period of time.

Councilwoman Welch inquired if they are spec lots.

Mr. Jerry Standerford, Sherwood Properties, stated there are no buyers for the properties at this time. Discussion occurred on the length of time Sherwood Properties has owned the land.

Councilwoman Welch inquired if the property is on public sewer and water. Mrs. Tammi Palm, Planning Manager, acknowledged from the audience it is.

Mrs. Mary Ann Johnson, President of the Hidden Hills HOA, was present to speak on behalf of HOA. She stated Combs Road may not have been officially vacated by the City, however, it was abandoned by the City. The City had the inability to keep the roadway from flooding due to the runoff from Bellevue Boulevard. Mrs. Johnson stated there are concerns with the slope, drainage, runoff, erosion, and maintenance of intersection of Combs Road and Canyon Road.

Mayor Hike questioned Mrs. Tammi Palm where the storm drain exits and on the final plat would they have a water runoff plan the City would approve. Mrs. Palm explained per the current watershed regulations and policies the developer cannot do anything that negatively impacts the surrounding areas or increase the amount of water the areas are currently getting. She mentioned there has been discussion with the developer regarding this matter. She advised City staff and City Engineers have reviewed the plans. The developers will improve the intersection of Canyon Road and Combs Road. The intersection will be looked at again, so the neighbor located at Canyon Road and Combs Road will not take on any additional runoff. Discussion occurred on the location of the storm sewer drain. Mrs. Palm explained there will be minimal grading.

Mrs. Kelly Carver has concerns with the increase in traffic and drainage issues.

Councilwoman Welch questioned Mrs. Johnson if the HOA doesn't want anything to be built in the area or be reassured about the runoff issues. Mrs. Johnson replied she believes if there were to be a vote among residences, no one wants anything built. Conversation ensued on erosion issues. Mrs. Palm explained as part of the review process the City Engineer reviews grading, detention, and runoff. The City is well aware of the current issues in the area. She explained again under the current watershed partnership principles and regulations the developer cannot come in and negatively impact the area. Mrs. Johnson expressed concern with the City not taking care of storm runoff or paying attention to erosion in Jewell Park. Discussion followed.

Councilman Shannon clarified with Mrs. Johnson what she is stating is there is currently a bad problem. The developer is not allowed to make it worse. If there is already a problem, the City needs to make a committee to look at a ten-year plan to fix the existing problem and make it better. Mrs. Johnson replied she agrees. However, the water runs downhill and this is a very steep hill. Councilman Shannon stated to Mr. Ristow, the City needs to look at having a ten-plan at the next City Council meeting on how to positively impact this area.

Mrs. Johnson stated the neighbors have concerns with the heavy construction equipment. The residents request the equipment be confined to Combs Road and Canyon Road. They do not want the heavy equipment coming through the Hidden Hills neighborhood. Mrs. Palm stated this issue was addressed at the Planning Commission meeting. The developer has committed to minimize the impact to the neighbors.

Mayor Hike questioned if a future home owner comes in and changes landscaping, are they still responsible for directing water runoff. Mrs. Palm explained the City doesn't control landscaping for private home owners. The City can control when the plans come in to monitor the drainage.

Mrs. Palm explained the developer would be allowed to construct three homes under the current zoning. They are requesting the platting to clean up the property lines. The request for rezoning is to be consistent with the surrounding neighborhood.

Councilman Preister commented he would like to know the size and capacity of the Outlot. He would also like to know where it exits and drains out and what the City's Plan is to deal with the runoff in the area. Mrs. Palm replied the City understands there is a problem with erosion in the area due to the nature of the slopes and existing conditions. The City is also aware of conditions in Jewell Park. The Engineering Department and City as a whole will review the area and try to devise a plan to see if the issues can be controlled.

Mr. Westergard summarized this is such a sparse development, in a largely wooded area. When you develop an area with sodded lots, versus wooded and weed areas, the drainage issue is improved. Regarding the traffic issues, there will only be three houses constructed, therefore not generating a large number of vehicles. Generally family homes generate two vehicles in the morning and evening rush hour. As mentioned, the grading will be minimum, however there will be construction equipment and cement trucks.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on August 4<sup>th</sup>.

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**Ordinance No. 4002: An Ordinance to amend section 29.5-1 through 29.5-25 of the Bellevue Municipal Code pertaining to the City Trees.** (Legal)

An Ordinance to amend Section 29.5-1 through 29.5-25 of the Bellevue Municipal Code pertaining to the city trees; and to provide an effective date was read for the second time and a public hearing was held.

Mayor Hike opened the meeting to a public hearing on Items 12a., 12a1., and 12a2. to give opportunity for individuals to speak in favor of or in opposition to the application.

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

Councilman Preister suggested since a City Council member can be a member, and he has been appointed as a member, the words Ex Officio should be removed from the ordinance. In addition, he would like to add for each tree removed, another tree is planted.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on August 4<sup>th</sup>.

**ORDINANCES FOR INTRODUCTION: (First Reading):** None

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:** None

**RESOLUTIONS:**

**Res. No. 2020-32 - Approval of the CDBG 2020 Action Plan including the funding recommendation for the FY-20 entitlement allocation and authorize the Mayor to sign.** (CDBG Specialist)

Mayor Hike recused himself at 7:09 p.m. due to a conflict of interest.

Councilman Preister took over the meeting.

**Motion** made by Welch, seconded by Cook, to approve Resolution No. 2020-32 - Approval of the CDBG 2020 Action Plan including the funding recommendation for the FY-20 entitlement allocation and authorizing the Mayor to sign.

Roll call vote on the motion to approve was as follows: Stinson, Cook, Priester, Burns, and Welch voted yes; voting no: Shannon. Motion carried.

**Approve and authorize the Mayor to sign the SF-424/SF424D forms and Certifications.** (CDBG Specialist)

**Motion** made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the SF-424/SF424D forms and Certifications.

Councilman Shannon questioned if the Council President should sign all documents, due the Mayor having a conflict of interest.

Mrs. Abby Highland, CDBG Specialist, advised the Council President should sign all the documents due to the Mayor's conflict of interest. She noted she will revise all documentation to reflect such change.

Councilwoman Welch questioned if all the documents, including the resolution should be signed by the Council President. Mrs. Highland replied yes.

Mrs. Abby Highland, CDBG Specialist, agreed the Council President should sign all the documentation including the resolution due to the Mayor's conflict of interest. She noted she will revise all documentation to reflect the Council President signature.

**Motion** made by Shannon, seconded by Burns, to amend by having the Council President to sign the SF-424/SF424D, including Resolution No. 2020-32, due to the Mayor having a conflict of interest.

Roll call vote on the motion on the amendment by having the Council President sign the SF-424/SF424D and Resolution No. 2020-32 as follows: Stinson, Cook, Priester, Burns, and Welch voted yes; voting no: Shannon. Motion carried.

Roll call on the motion as amended was as follows: Stinson, Cook, Priester, Burns, and Welch voted yes; voting no: Shannon. Motion carried.

Mayor Hike returned to the Council Chambers at 7:14 p.m.

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc., to provide Professional Design Services for the American Heroes Park Amphitheater project, in an amount not**

# MINUTE RECORD

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

**to exceed \$26,800. (Interim Public Works Director)**

**Motion** made by Burns, seconded by Stinson, to Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc., to provide Professional Design Services for the American Heroes Park Amphitheater project, in an amount not to exceed \$26,800.

Councilman Cook requested more than adequate electricity be taken to the back of the park. Mr. Ristow commented electricity and restrooms are part of the long-term plan.

Discussion occurred on the development of American Heroes Park.

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

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

(A Monthly Report will be given at the first Council Meeting of every month - July report will be attached to the August 4th meeting)

Councilman Burns requested the justification for monthly reports instead of bi-weekly. Mr. Ristow explained the reports will include more important information for the Council Members, versus day to day routine operations.

**CLOSED SESSION:**

**Litigation Updates**

**Motion** was made by Welch, seconded by Preister, to adjourn into closed session, for the protection of the public interest, at 7:23 p.m. for the purpose of property negotiations.

The following individuals were asked to participate in closed session: City Council Members, Mayor Rusty Hike, City Administrator Jim Ristow, Attorney Bree Roberts, Para-legal Tahnee King, Mark Elbert, Community Development Director, Captain Tim Melvin, Acting Public Works Director Dean Dunn, and Risk Manager Jani Jennings.

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

**Motion** was made by Welch, seconded by Cook, to adjourn from closed session and reconvene in to regular session at 7:56 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, the meeting adjourned at 7:58 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, 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 July 21, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



\_\_\_\_\_  
Susan Kluthe, City Clerk

# MINUTE RECORD

## ***Bellevue Board of Health, July 28, 2020, Page 1***

A meeting of the Bellevue Board of Health was called to order by Council President Don Preister in the City Council Chambers at the Bellevue City Hall at 10:00 a.m. on the 28<sup>th</sup> day July 2020. Board Members Interim Chief of Police Tom Dargy, Dr. Tony Yonkers, Dr. Jeff Akerson and Don Preister, City Council President were present. Absent was Mayor Hike. Also present were Jim Ristow, City Administrator, Bree Robbins, City Attorney, and Tahnee King, Para-legal.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Gretna Guide and News. All Board Members were notified of the meeting. The applicant received notification and the materials prior to the meeting. All proceedings shown were taken while the convened meeting was open to the public. The Board previously approved prior minutes via email. The minutes are accepted into the record.

### **Open Meetings Act**

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

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

Council President Preister advised the Board of Health is meeting to hear and consider Ms. Preslee Koch's appeal of a Potentially Dangerous Dog (PDD) declaration on Apollo and Ace made by the Nebraska Humane Society (NHS). All documents were provided to Ms. Koch by the City Clerk prior to today's hearing.

Council President Preister requested Ms. Koch come forward to address the Board regarding the requirements

Ms. Preslee Koch advised she has been in contact with Ms. Amanda Palmer. Ms. Palmer is the person who was injured, her phone screen was broken, and her dog was injured by Ms. Koch's dogs. Ms. Koch stated she paid for Ms. Palmer's dog to be examined by a vet. She has also been making payments to Ms. Palmer to fix her phone. She mentioned Ms. Palmer mentioned she didn't want to go to the doctor, because Ms. Koch's dogs are vaccinated. Ms. Koch conveyed she is not 100% sure what happened the day of the incident as she was at work. The details she was provided with were from her fiancé. Her fiancé was home with a friend when the incident occurred. Apparently, they were letting the dogs out to go to the bathroom, the door wasn't shut, and the dogs got out. According to her fiancé, Ms. Palmer's dog wasn't on a leash, it was roaming the neighborhood. She clarified again she wasn't at home, so again was not sure what happened. Ms. Koch advised there are now only two dogs residing with her. Diesel know longer lives there. She explained they are making payments on Ms. Palmer's phone, have plans of installing fencing in the yard, and working on training both dogs. She mentioned Ms. Palmer has been over to visit the dogs after they were quarantined and played with them. Commenting Ms. Palmer stated the dogs don't deserved to be declared PDD.

Council President Preister shared in the packet the Board Members received, there was a statement from a witness of the incident. The witness clarified Ms. Palmer's dog was in fact on a leash. The witness also advised Ms. Palmer's dog was unprovoked.

Ms. Koch requested the dogs not be judged. Explaining they have never done anything like this before.

Interim Chief Dargy requested an update on the status of the fence for the yard. Ms. Koch responded her yard is partially fenced. There are areas in need of repair by the alley. The plan is to fence in the yard once she can financially do so.

Interim Chief Dargy questioned Ms. Koch where she is on the payments to Ms. Palmer. Ms. Koch stated she has only paid \$75-\$80. Interim Chief Dargy questioned if the payment was for the vet bill for Ms. Palmer's dog. Ms. Koch stated she gave her \$40 cash for the vet visit. Ms. Palmer advised Ms. Koch the dog was fine; he just had some muscle soreness.

Interim Chief Dargy inquired if the dogs were licensed at the time of the incident. Ms. Koch stated they were not licensed. They are licensed now.

Interim Chief Dargy mentioned after the incident occurred, NHS knocked on the door to speak to whomever was home. There was no answer. Ms. Koch advised when she spoke to her fiancé to inquire why he didn't answer the door, he told her he was scared the dogs were going to get taken. He put the dogs in the kennel and left the house to take a walk and calm down. She explained without her being there, she really doesn't know what actually happened.

Ms. Bree Robbins, City Attorney, questioned Ms. Koch what date Ms. Palmer came over to play with the dogs. Ms. Koch stated it was sometime after Ace was finished with his quarantine period of 10 days. She explained Ms. Palmer came into her house, played with the dogs, and the dogs loved her. Ms. Robbins inquired if the visit occurred sometime in April. Ms. Koch responded yes.

Ms. Robbins explained Ms. Palmer spoke to NHS. She questioned why Ms. Palmer never advised NHS of the visit. Ms. Koch replied she is unsure why and she can speak to Ms. Palmer to ask her why she didn't mention it.

Ms. Robbins questioned Ms. Koch if she is doing anything to ensure Ace and Apollo are on leashes when she takes them out. Ms. Koch advised they always go outside with them now and have them on a leash when they walk them. Ms. Robbins asked if they are muzzled. Ms. Koch stated no.

Dr. Yonkers mentioned the report states Ms. Palmer was also bit on the back of her leg. He questioned if she did get bit. Ms. Koch stated she did, however she hasn't seen it. She only mentioned the finger when she was playing with the dogs.

Council President Preister questioned Ms. Koch if she can do a temporary fence. Ms. Koch mentioned she was doing research on an electric fence. She stated she is pricing materials and hoping to have a fence by winter.

Council President Preister clarified someone is with the dogs when they are outside and on a strong leash. Ms. Koch stated yes. She explained the dogs now go to the backyard where part of the fencing is. They do not go to the front yard, to avoid distractions.

Council President Preister questioned Ms. Koch if she intends to have the dogs neutered. Ms. Koch responded yes. She stated finances and Covid have delayed having this done.

Council President Preister referred to the damages on Ms. Palmer's cell phone. He questioned Ms. Koch if she is paying to repair the phone. Ms. Koch noted Ms. Palmer advised her the amount to repair the phone is \$150 under her insurance plan for her phone. Ms. Palmer is good with that amount. Ms. Koch is paying her in increments and has paid her \$80 so far.

Council President Preister commented if the designation stands, it doesn't mean the dogs are put to sleep immediately. There are guidelines that need to be followed more stringently.

Dr. Yonkers requested a short break. He left the Council Chambers at 10:23 a.m.

Dr. Yonkers returned to Council Chambers at 10:25 a.m.

Council President Preister resumed the meeting.

Mr. Steve Glandt, Vice President Field Operations Nebraska Humane Society, clarified information on the PDD. He advised it is a probation area period. NHS does not take the dogs and the dogs will not be put to sleep as a result of the PDD. The PDD designation places some requirements on the owner and dogs. These requirements are set in hopes to make it easier on the dogs to achieve socially acceptable behavior. There are many responsibilities of being a pet owner, such as financial, caring, and making sure your pet is behaving socially.

Mr. Glandt provided the history NHS has with the dogs. On March 31, 2020, NHS responded with Bellevue Police to the area of 2600 Hancock Street regarding a dog bite and property damage case. The animal control officer made contact with the victim, Amanda Palmer. Ms. Palmer advised the control officer she was in the street near 2532 Hancock Street when she heard someone yelling and saw two dogs. The two dogs, now identified as Ace and Apollo, were running towards her. Ms. Palmer's dog, Buddy, was bit on the back of the neck by Ace. Apollo bit Ms. Palmer on the back of her leg. Two males came from 2532 Hancock, tackled the dogs, and attempted to restrain them. It required more than one attempt to control them. During the incident, the dogs broke free, and reattacked. A neighbor took Buddy and ran to his house. Ace redirected and chased after them. Ms. Palmer was also bit on the left index finger and her cell phone was broken. On April 1, 2020, NHS made contact with Ms. Koch to set up a ten day, in home quarantine. She was also cited for restraint, property damage, and menacing behavior for both Ace and Apollo. At that time, the PDD declaration was also issued. On June 25, 2020, testimony was heard from Ms. Koch. She stated much of the same things, as stated today. Due to some of the things she had mentioned, NHS sent Kelly Brown, Field Supervisor, to follow up on the information received. Ms. Brown reported Ms. Palmer stated the day the incident occurred; her dog Buddy was leashed. The dogs involved got out of the house and came bolting across the street towards her dog. They approached aggressively. There was only a brief pause of them sniffing her dog before one of the dogs bit her dogs' neck and the other one bit elsewhere. Ms. Palmer stated her dog never attacked first. Mr. Glandt advised there was a neighbor named Mike who witnessed the entire incident. He confirmed everything Ms. Palmer told NHS. Mr. Glandt advised Ms. Koch had informed NHS she began making payments. Ms. Palmer mentioned in follow up from NHS, this is not true. She advised Ms. Koch has not made any payments. Ms. Palmer mentioned an offer was made to replace her broken phone, with one Ms. Koch had which also had a broken screen. Mr. Glandt stated when Ms. Brown spoke to the neighbor, Mike, he confirmed Ms. Palmer was walking her dog on a leash when the attack occurred. One dog attacked first and the second dog joined in. He had to physically remove Ms. Palmer's dog. Mr. Glandt advised based on the additional information; NHS board voted unanimously to deny Ms. Koch's appeal. Explaining this clearing meets the definition outlined in the City of Bellevue's ordinance. The PDD sets requirements for the owner to follow to ensure a successful outcome for the dog. It is not a form of punishment. This is to ensure several important requirements are met. He encouraged the Board of Health to deny the appeal.

Dr. Yonkers clarified the dogs broke free after repeated attempts to restrain them. Dr. Glandt replied correct.

Council President Preister requested Mr. Glandt outline the requirements for the PDD for Ms. Koch and the Board Members. Mr. Glandt explained the dogs would need to be neutered and microchipped within 30 days of the declaration; show proof within 72 hours the procedures have been completed; a potentially dangerous dog must be obtained within 30 days of the effective date (this is done at NHS); written proof of

liability insurance of not less than \$100,000 has to be filed with NHS; within 90 days the owner must attend a responsible pet ownership and dog behavior class, which can be taken at NHS; and if the dog is off the property, it will need to be muzzled, harnessed, and on a leash no longer than 6 feet. The dog will need to be in control of someone 19 years or older.

**Motion** was made by Dargy, seconded by Yonkers, to affirm the decision of Nebraska Humane Society declaring Apollo and Ace, Potentially Dangerous Dogs. Roll call vote on the motion was as follows: Dargy, Yonkers, Akerson, and Preister voted yes; voting no: none; absent: Hike. Motion carried.

Council President Preister verified the appeal was denied. The ruling by NHS does stand. The dogs will have the declaration of Potentially Dangerous Dogs. The dogs will need to follow the requirements of being neutered and microchipped, having insurance, taking the classes, and muzzling and leashing when off the property.

Ms. Robbins clarified with Ms. Koch she has a copy of the ordinance listing all of the requirements. Ms. Koch replied she does.

Dr. Yonkers questioned if the \$100,000 insurance policy is per dog or for both dogs. Ms. Robbins replied it is for the general household.

Dr. Akerson informed Ms. Koch she should not use an electric fence. Ms. Robbins stated electric fences are not permitted in the City, per the City Code.

Dr. Yonkers inquired how the Board of Health will know if all the requirements are met. Ms. Robbins advised Ms. Koch is required to report to NHS. If she doesn't comply, NHS will cite the owner as a Reckless Owner. This could take up to 100 days to meet all the requirements. If she does not comply, she would be cited by NHS. If she would appeal NHS's decision of Reckless Owner, she would come before the Board of Health.

Dr. Akerson explained the designation of Potentially Dangerous Dogs goes with the dogs. Even if Ms. Koch were to change ownership, the designation stays.

**ADJOURNMENT**

There being no further business to come before the Board at this time, on motion by Dargy seconded by Yonkers, at 10:41 a.m., the meeting was adjourned.

  
Shirley R. Harbin  
Deputy City Clerk

\_\_\_\_\_  
Don Preister  
City Council President, Board of Health

# MINUTE RECORD

## CLAIMS FOR AUGUST 4, 2020

### CITY ADMINISTRATOR

KWIK SHOP	CPS-WATER	69.94
SPARTAN NASH STORES, LLC	CPS-SUPPLIES FOR LEADERSHIP BELLEVUE	23.96
SUBURBAN NEWS ADV	BELLEVUE FIRST EDITION	530.00
		<u>\$ 623.90</u>

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET-JUL 20	83.55
		<u>\$ 83.55</u>

### LEGAL

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	32.09
DROP BOX	CPS-LEGAL FEES	19.99
ERICKSON & SEDESTROM, PC	LEGAL FEES	558.00
GOTOMEETING	CPS-CONFERENCE	154.08
		<u>\$ 764.16</u>

### CITY CLERK

GRETNA GUIDE & NEWS	LEGAL ADS	447.13
SECRETARY OF STATE	NOTARY RENEWAL	30.00
SUBURBAN NEWS ADV	LEGAL ADS	887.00
		<u>\$ 1,364.13</u>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	40.65
CHEMSEARCH	FACE MASKS	1,194.56
INDOFF	OFFICE SUPPLIES	499.78
		<u>\$ 1,734.99</u>

### LIBRARY

AMAZON.COM, LLC	BOOKS, GLOVES, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS	1,707.66
APPLES & MORE	LAMINATION	3.18
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.70
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	148.67
DEMCO	SUPPLIES	350.76
DHARMA TRADING CO	PROGRAM SUPPLIES	160.98
INDOFF	OFFICE CHAIRS	719.97
INGRAM LIBRARY SERVICES	BOOKS	2,586.81
MENARDS	PAINT, NAILS, STAPLES	48.87
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	52.05
MICROFILM IMAGING SYSTEMS	MIS SCANNER MAINTENANCE	6,785.00
MIDWEST TAPE	VIDEOS	44.98
PETTY CASH - LIBRARY	PETTY CASH	39.28
RECORDED BOOKS	RECORDED BOOKS	819.01
TECHSOUP	CPS-VIDEO CONFERENCE	162.00
THE SHOPPER, INC	LOCKS	283.11
		<u>\$ 13,922.03</u>

# MINUTE RECORD

CLAIMS FOR AUGUST 4, 2020

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## ADMINISTRATIVE SERVICES

ICMA	CPS-SENIOR JOB POSTING	225.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	47.25
INTEGRATED REHAB	MEDICAL CHECK UP	155.00
ONE SOURCE	BACKGROUND CHECKS	107.00
PAYCHEX of NEW YORK, LLC	PAYROLL PROCESSING TIME AND LABOR- JUN 2020	99.00
SUBURBAN NEWS ADV	LEGAL ADS	18.99
UPS	MAILING CHARGES	21.66
		<hr/>
		\$ 673.90

## CODE ENFORCEMENT

ALEXANDER LAWN & LANDSCAPE, INC	CODE CLEAN UP	1,035.00
BEST CUT LAWN CARE	CODE MOWING	1,292.50
PAPILLION SANITATION	CODE DUMPSTER FOR CLEAN UP-JUL 2020	1,349.01
		<hr/>
		\$ 3,676.51

## PUBLIC WORKS

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	84.31
CORPORATE PAYMENT SYSTEMS	CPS-OVERNIGHT MAILING FOR CARD	20.00
INDOFF	OFFICE SUPPLIES	265.39
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	2021FY GIS BILLING, AERIAL PHOTO	36,320.00
		<hr/>
		\$ 36,689.70

## PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-CYCLE 1	9,146.90
AMAZON.COM, LLC	DOG WASTE BAGS, TENNIS REEL	192.38
A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
BEST CUT LAWN CARE	ROW MOWING	3,724.23
CRAIG KIMBALL	REMOVE TREE	4,200.00
GRAINGER	PORTABLE GENERATOR	1,078.80
HILTI, INC	PARTS FOR BOAT RAMP	862.45
HUGHES MULCH PRODUCTS	MULCH FOR PLAYGROUNDS	1,600.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	66.35
MENARDS	STEEL JACK, UTIL PUMP, TRIBALL MOUNT, PAINT	552.32
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	2,559.95
NEWMAN SIGNS	SIGNS	904.66
ODEYS FIELD EXPERTS	LINESTRIPE WHITE PAINT	92.00
SIGNIT	SIGNS FOR PARKS	252.00
SITEONE LANDSCAPE SUPPLY	DECODER OUTPUT MODULE, ROTOR, INSECTICIDE	2,087.70
TERRY HUGHES TREE SERVICE	REMOVE TREES	7,600.00
TRAVELERS	LIABILITY CLAIMS	8,927.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 44,192.16

## RECREATION

B&D DIAMOND PRO	CLAY FOR FIELDS	230.00
CROUCH RECREATIONAL DESIGN	CHAIN NET	145.00
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASEBALL EQUIPMENT	225.06

# MINUTE RECORD

## CLAIMS FOR AUGUST 4, 2020

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### RECREATION (cont'd)

DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	582.62
MENARDS	CPS-CONCESSIONS SUPPLIES	35.01
PAMELA SADLER	REFUND FOR GRADUATION PARTY	375.00
PAY-LESS OFFICE SUPPLY	FOLDING CHAIRS	386.28
WESTLAKE ACE HARDWARE	INSECT KILLER, SUPPLIES	19.96
		<hr/>
		\$ 1,998.93

### BUILDING MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS	808.62
BIG RED LOCKSMITHS	DUPLICATE KEYS	19.00
BIL-DEN GLASS	INSTALL AUTOMATIC DOORS-CITY HALL	3,863.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,198.92
DC ELECTRIC CO	ADD OUTLETS IN OFFICE	258.00
DUKE AERIAL EQUIPMENT	ANNUAL AERIAL INSPECTION	549.70
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	99.34
MENARDS	POTTING MIX, PLANTS, LUMBER, LADDER, TOOLS	553.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	213.26
OMAHA PNEUMATIC EQUIPMENT CO	AIR COMPRESSORS MAINTENANCE	637.40
PLIBRICO REFRACTORY CONSTRUCTION	REPAIR LOOP PIPING	1,109.14
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
ROTO-ROOTER SERVICES CO	CLEAR TOILET	330.00
SECURITY EQUIPMENT	SECURITY MONITORING	2,262.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	2,022.65
TRICO MECHANICAL SERVICES	AC MAINTENANCE, NEW COMPRESSOR	5,040.35
WESTLAKE ACE HARDWARE	GRASS SHEAR, DRILL BIT, INSECT KILLER, PAINT	130.17
		<hr/>
		\$ 19,422.54

### CEMETERY

MENARDS	POTTING MIX, PLANTS	127.75
PULVERENTE MONUMENT COMPANY	NICHE DOOR	50.00
		<hr/>
		\$ 177.75

### STREETS

ALFRED BENESCH & COMPANY	S 36TH ST CONSTRUCTION	31,376.80
ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENTS	19,063.50
ASPHALT & CONCRETE MATERIALS	ASPHALT	420.29
AVERY RENTS	PROPANE	34.65
BRAD RANDS	REIMBURSE FOR CDL LICENSE	63.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	8.79
CARHARTT, INC	UNIFORM-PONEC	300.00
CARROLL CONSTRUCTION SUPPLY	WOOD STAKES, SUPPLIES	296.95
CORNHUSKER INTERNATIONAL TRUCKS	INT'L TRUCK BODIES, PLOWS	538,056.00
DIY HOLDING COMPANY, LLC	2020 CONCRETE PROJECTS	120,897.14
HEIMES CORPORATION	AVERY RD STORM SEWER	74,976.53
INDEPENDENT SALT CO	ICE CONTROL SALT	7,546.87

# MINUTE RECORD

## CLAIMS FOR AUGUST 4, 2020

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### STREETS (cont'd)

K2 CONSTRUCTION	S 36TH ST IMPROVEMENTS	272,569.25
LOGAN CONTRACTORS SUPPLY	SPRAYER, PAVERS STRT EDGE	504.38
MARTIN PRODUCTS SALES, LLC	BULK OIL	318.20
MATHESON TRI-GAS INC	OXYGEN FOR TORCH ON TRUCK	35.67
MENARDS	LUMBER	22.78
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	146.84
MID-AMERICAN SIGNAL	RADAR SENSOR	6,727.00
MOBOTREX	LED LIGHTS	2,120.00
NEBRASKA DEPARTMENT OF ROADS	36TH ST CONSTRUCTION-PHASE 1	1,054,307.39
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, BOLTS	85.35
OMNI	ASPHALT	600.19
PRECISE MRM LLC	ANNUAL RENEWAL NETWORK ACCESS FEE	6,960.00
READY MIXED CONCRETE COMPANY	CONCRETE	30,779.01
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<u>\$ 2,168,230.50</u>

### FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	GROMMETS	20.88
ACCUCUT SYSTEMS, LLC	CPS-DIE CUTTING NUMBERS	855.00
AUTO VALUE PARTS - SOUTH OMAHA	CANISTER PURGE	109.86
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	811.54
BAXTER CHRYSLER DODGE JEEP	MODULE KIT, FUEL MODULE	225.00
BAXTER FORD	CONSOLE, GASKETS, SENSORS	791.69
CORNHUSKER INTERNATIONAL TRUCKS	CARTRIDGE	122.10
EDWARDS CHEVROLET-CADILLAC	FILTER	518.85
FACTORY MOTOR PARTS CO	EXHAUST GAS RECIRCULATOR	214.36
HOSE & HANDLING, INC	HOSE ASSEMBLY	372.94
INLAND TRUCK PARTS CO	PURGE VALVE	10.03
INTERSTATE BATTERIES	BATTERIES	1,180.34
J & J SMALL ENGINE SERVICE	MAIN PIPE, BLADE, TRIMMER, CARB KIT	761.44
JIM HAWK TRUCK TRAILERS	TYPE 3030 LONG STROKE	241.52
KRIHA FLUID POWER CO	FITTINGS	304.61
LOGAN CONTRACTORS SUPPLY	WINCH PENDANT	146.79
MATHESON TRI-GAS INC	WELDING SUPPLIES	184.11
MENARDS	CARRIAGE BOLTS, SUPPLIES	117.69
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-7	124.86
NAPA AUTO PARTS	FILTERS, BREATHER, OIL, WATER PUMP, BRAKE CALIPERS	932.56
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, CARRIAGE BOLTS, HEAT SHRINK	214.38
O'REILLY AUTOMOTIVE PARTS	LIGHT SOCKET	4.99
O'REILLY AUTOMOTIVE PARTS	FILTER	7.06
P&M HARDWARE	PULLEY, STRUT, CARB KIT	868.65
ROGER'S TOWING	TOW CHARGE	160.00
SUSPENSION SHOP	HD SPRINGS, BOLTS	1,115.04
THE AUTOMOTIVE TRAINING AUTHORITY	CPS-REGISTRATION	398.00
TOYNE, INC	20AMP AUTO EJECT	268.15
TURFWERKS	BREATHER, WHEEL, TIRE	382.10
UPS STORE	FREIGHT CHARGE	12.48

# MINUTE RECORD

CLAIMS FOR AUGUST 4, 2020

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## FLEET MAINTENANCE (cont'd)

WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	BOTTLED WATER	24.45
WOODHOUSE FORD SOUTH	PIN	13.56
		<u>\$ 11,592.43</u>

## PLANNING

GRETNA GUIDE & NEWS	LEGAL AD	39.51
INDOFF	COPY PAPER	37.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	23.02
		<u>\$ 100.03</u>

## PERMITS & INSPECTIONS

ANDERSON EXCAVATING & WRECKING	DEMOLITION-7952 S 25TH ST	18,938.00
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	CPS-RENEW LICENSE	120.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	30.76
		<u>\$ 19,088.76</u>

## POLICE

AMAZON.COM, LLC	BARRICADE TAPE, COMPUTER SUPPLIES, MASKS, MONITOR, OFFICE SUPPLIES	2,348.53
AMMO-UP	AMMO FOR RIFLE	502.60
BELLEVUE PRINTING COMPANY	BAN & BAR DOCUMENT PRINTING	841.50
BROWNELLS	FIREARMS CLEANING SUPPLIES	477.11
CBI*XWAYS	CPS-SOFTWARE-HOWELL	2,579.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	482.61
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVALUATION	1,965.00
CULLIGAN OF OMAHA	BOTTLED WATER	628.85
DANIEL GERMAN	PER DIEM FOR TRAINING	167.50
DELL MARKETING L.P.	COMPUTER TCWER	1,847.11
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	187.50
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICE	700.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, TACTICAL VEST	950.58
J P COOKE COMPANY	POCKET STAMP	145.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.07
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	560.34
MIDLANDS PRINTING	BUSINESS CARDS	102.00
MODERN SAMURAI	CPS-TRAINING-HARGISS	400.00
NATIONAL INSTITUTE OF CRIME PREVENTION	CPS-TRAINING-COX	325.00
NICHOLAS GREINER	PER DIEM FOR TRAINING	167.50
RANDY MEANS & ASSOC, LLC	CPS-REGISTRATION-JASHINSKE	395.00
SARPY COUNTY SHERIFF'S OFFICE	CPS-TRAINING-ALBRECHT	399.00
SHELL SUPER STORE	CRUISER WAS-H	18.75
SMITH DAVIS INSURANCE INC	NOTARY BOND-TREINEN	40.00
SPRINT	MONTHLY SERVICE	125.22
STRYKER SALES CORPORATION	AEDS MAINTENANCE AGREEMENT	1,485.00
SUNSET LAW ENFORCEMENT, LTD	AMMO	4,900.18
SUPER SEER CORPORATION	MOTORCYCLE HELMETS	2,036.63
		<u>\$ 24,952.58</u>

# MINUTE RECORD

CLAIMS FOR AUGUST 4, 2020

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## FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	105.95
AMAZON.COM, LLC	CPS-COVID BAGS, OFFICE SUPPLIES	176.15
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,575.78
DILLON BROTHERS H-D BUELL	ATV FOR FIRE	10,500.00
ED M FELD EQUIPMENT CO	TIC KIT FARENHEIT, BATTERY	2,463.50
EC DATA SYSTEMS, INC	CPS-FAX SERVER	7.95
GRAINGER	CPS-SUPPLIES	173.87
JOHN CIESLIK	REIMB FOR FOOD DURING QUARANTINE	125.15
KFT FIRE TRAINERS	TOWER UPGRADE	34,594.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	247.76
MATHESON TRI-GAS INC	METHANE	37.25
MENARDS	CONSTRUCTION SCREWS, HOSE, SPONGES	118.77
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	2,333.89
MICHAEL ROBB	REIMB FOR FOOD DURING QUARANTINE	68.78
NORTH CENTRAL EMERGENCY VEHICLES	OPTICOM PRICE DIFFERENCE	500.00
PK SAFETY SUPPLY	GAS DETECTOR	981.00
SHRED-IT USA	SHREDDING SERVICE	144.00
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	130.20
ZOLL MEDICAL CORPORATION	MONTHLY HOSTED BILLING	492.80
		<u>\$ 56,776.80</u>

## NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2020-7-1	985.89
FARMERS NATIONAL COMPANY	ALGEA TREATMENT-OAKHURST	300.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-JULY 2020	1,650.00
NE-DEPARTMENT OF REVENUE	SALES TAX PAYMENT-JUNE 2020	414.82
ONE CALL CONCEPTS	LOCATES	16.90
PM AM CORPORATION	ALARM FEES-JUN 2020-INV 20200711	2,585.00
QUADIENT FINANCE USA, INC	POSTAGE METER RENTALS/MAINTENANCE	796.26
SCOTT WELCH	MONTHLY WEB DESIGN MAINTENANCE	125.00
		<u>\$ 6,873.87</u>

## INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-PHONE CLIPS	25.12
CORE TECHNOLOGIES, INC	BILLABLE TIME-ADMIN	151.88
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	59.95
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	1,538.11
ONE CALL CONCEPTS	LOCATES	31.94
SHI INTERNATIONAL CORP	ANNUAL RENEWAL OF LICENSE TO CB DEFENSE	11,970.00
		<u>\$ 13,777.00</u>

## WASTEWATER

AMAZON.COM, LLC	VIDEOS	35.92
HAMMERHEAD	SEWER SYSTEM PARTS	432.25
INDOFF	OFFICE SUPPLIES	78.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-7-6	55.21
NEUVIRTH CONSTRUCTION, INC	LIFT STATION AND FORCE MAIN-APP 10	135,312.21
NEUVIRTH CONSTRUCTION, INC	LIFT STATION AND FORCE MAIN-APP 11	6,932.24
		<u>\$ 142,845.83</u>

# MINUTE RECORD

## CLAIMS FOR AUGUST 4, 2020

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### COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES-JULY 2020	39,446.00
		<u>\$ 39,446.00</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CONSULTANT FEE-2020-06-30	4,351.58
HEARTLAND FAMILY SERVICE	ADMIN COSTS	5,177.97
MIDWEST DCM, INC	CDBG WASHINGTON PARK IMPROVEMENT	72,319.50
MIDWEST DCM, INC	PAVEMENT IMPROVEMENTS EAST OF CHANDLER HILLS - 17TH STREET	77,558.85
		<u>\$ 159,407.90</u>

### G.O. BONDS

GILMORE & BELL PC	BOND COMPLIANCE FILINGS THRU 2020-4-30	1,000.00
		<u>\$ 1,000.00</u>

<b>TOTAL CLAIMS FOR AUG 4, 2020</b>	<b>\$ 2,769,415.95</b>
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<b>TOTAL PAYROLL FOR JULY 24, 2020</b>	<b>\$ 972,727.97</b>
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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

7a.  
08/04/2020

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Chief Dargy	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**  
Every year Officers are selected by their peers for the honor of "Officer of the Quarter" and "Officer of the Year". This year we have four Officers who will be recognized for their contributions in 2019.

**SYNOPSIS/BACKGROUND:**  
Officer of the 1st Quarter- Detective Cassandra Ward  
Officer of the 2nd Quarter- Officer Sean Jimerson  
Officer of the 3rd Quarter - Jamey Murray  
Officer of the 4th Quarter- Molly Wirtz  
  
OFFICER OF THE YEAR- Detective Cassandra Ward

FISCAL IMPACT: 0 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:**

- ATTACHMENTS:**
- 1. Officer 1st Quarter
  - 2. Officer 2nd Quarter
  - 3. Officer 3rd Quarter
  - 4. Officer 4th Quarter
  - 5. Officer of the Year
  - 6.

**SIGNATURES:**  
 LEGAL APPROVAL AS TO FORM: A. Bree Roblin  
 FINANCE APPROVAL AS TO FORM: \_\_\_\_\_  
 ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

\*REVISED 10/2019

**BELLEVUE POLICE DEPARTMENT**  
**MEMORANDUM**



TO: Chief Elbert  
FROM: Sgt. Mike Pettit  
SUBJECT: 2019- Officer of 1<sup>st</sup> Quarter  
DATE: 4-6-19

**COMMITTEE MEMBERS PRESENT**

Coordinator Sgt. Pettit (non-voting)  
A Shift Ofc. Cass  
B Shift Ofc. Severn  
D Shift Ofc. Gulick  
CIB Det. Legband

**COMMITTEE MEMBERS ABSENT---VOTED BY EMAIL**

C Shift Ofc. Meyer  
FCU Det. Greiner  
SRO Ofc. Meyers

**COMMITTEE MEMBERS ABSENT**

SIU Det. Chizek  
SSU Ofc. Bailey

**OFFICER OF THE 1<sup>ST</sup> QUARTER**

On Monday, April 22<sup>nd</sup> 2018, the Excellence in Law Enforcement Committee met and selected **Detective Cassandra Ward** as Officer of 1<sup>st</sup> Quarter.

On January 15 at 2100 hours, Detective Ward was called out to a homicide at 12002 Amerado Blvd. #212. She arrived assisting road patrol officers and ultimately taking over the investigation. Detective Ward insured the scene stayed secure while she went back to the station to write up a search warrant for the apartment. She stayed in contact with other detectives that were with the victim at the hospital and a witness at the station. Detective Ward served the search warrant on the apartment and had the OPD Crime Lab process the scene. Detective Ward worked until 08:00 the next morning. After only getting a couple hours of sleep, she then attended the autopsy at 1000 hours and worked her entire regular shift on the case the next day.

On January 21, Detective Ward was contacted by road patrol about a female wanting to give information about the homicide. Detective Ward responded to the station with another detective and spent four hours interviewing the female, gaining valuable information. The next day,

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

Detective Ward set out identifying and trying to locate several suspects. On January 23, Detective Ward received information on where the gun used in the homicide was, along with other items stolen during the crime. She coordinated with other detectives to get the property which resulted in the recovery of the murder weapon, items stolen from the victim, and another stolen handgun that had been used in an Omaha shooting. Later that day, Detective Ward with the assistance of several other detectives took three suspects into custody. Once at the station, Detective Ward asked if she could conduct all the interviews because of her knowledge of the case. Detective Ward spent most of the night interviewing all of the suspects, which resulted in a confession by the shooter to the homicide and robbery. She also received additional incriminating evidence from another suspect and witness.

In the subsequent days, Detective Ward was able to identify and secure arrest warrants for two more suspects. They were all later arrested and charged with aiding and abetting 1<sup>st</sup> Degree Murder. An additional fifth suspect was identified, but he had already fled the state. Detective Ward was commended for her investigative skills during the entire investigation. She was able to elicit a confession from the suspect who killed the victim and get collaborating statements from other parties involved. Due to her work on this case, three suspects are now in the Sarpy County jail for the charges of 1<sup>st</sup> Degree Murder. Detective Ward put in well over 30 hours of overtime on this case. She took ownership of the case and coordinated the investigation using numerous detectives. Detective Ward was also commended for her compassion with the victim's mother. Detective Ward met with the victim's mother on occasion and is always available to answer her questions or just listen.

## HONORABLE MENTIONS – 1<sup>ST</sup> QUARTER

**Officer Jamev Murray and Officer Travis Shafer:** On February 28<sup>th</sup>, Officers' Murray and Shafer were dispatched to 2718 Olive Street in reference to someone texting the reporting person about a drug sale. Upon making contact with the two reporting persons, they stated that their mother was currently in the ER for some type of medical emergency after using meth the previous day. The reporting persons advised the officers that they still had their mother's cell phone and she was receiving text messages from someone stating he wanted to meet up with their mother to sell meth to her. Another text was sent stating he was on his way now and had one or two 8 balls with him.

Shafer and Murray set up in their cruisers around the house and later observed a silver car arrive and park in the driveway and a male partly walk up to the front of the residence. At that point, Murray and Shafer drove to the front of the house and made voluntary contact with the suspected drug dealer as he was walking away from the house, towards his car. While talking with the suspect his story changed a couple times, and when pressed about how much narcotics he had with him or in his vehicle he made a motion with his hands suggesting a handful and told officers where in the car it was located. During the search, 38 grams of meth, 3 glass pipes, a digital scale, and jewelry bags were found.

# **BELLEVUE POLICE DEPARTMENT**

## **MEMORANDUM**



TO: Chief Elbert  
FROM: Sergeant Mike Pettit  
SUBJECT: 2019- Officer of the 2<sup>nd</sup> Quarter  
DATE: 7-29-19

### **COMMITTEE MEMBERS PRESENT**

Coordinator Sgt. Pettit (non-voting)

B Shift Ofc. Severn  
C Shift Ofc. Maguire  
D Shift Ofc. Gulick  
CIB Det. Legband  
SSU Ofc. Bailey

### **COMMITTEE MEMBERS ABSENT---VOTED BY EMAIL**

FCU Det. Greiner  
SRO Ofc. Meyers  
A Shift Ofc. Cass  
SIU Det. Chizek

### **OFFICER OF THE 2<sup>nd</sup> QUARTER**

On Thursday, July 25<sup>th</sup> 2019, the Excellence in Law Enforcement Committee met and selected **Officer Sean Jimerson** as the 2019 Officer of the 2<sup>nd</sup> Quarter.

On 4-17-19, Officer Sean Jimerson responded to 7401 Chandler Hills Drive for a report of a vehicle theft. Upon arriving he learned that the victims white 2010 Kia forte, bearing Nebraska license plate VHU963, had been stolen overnight from the driveway. After taking the initial information, Officer Jimerson entered the vehicle into NCIC as stolen. After leaving the residence, Officer Jimerson recalled that during the overnight shift Officer Brom had taken an attempted auto theft report at the location of 8402 S. 50th St. Officer Brom reported that three male suspects fled the area in a white four-door sedan bearing a partial Nebraska license plate VHU\*\*\*. Officer Jimerson recognized this as most likely the stolen vehicle that he had just taken a report on.

Noticing a trend recently in the 751/731 district areas, Officer Jimerson continued to investigate and research previous auto theft cases that had been reported. On 4-8-19, Officer Spencer took an auto theft report at the location of 8402 s 50<sup>th</sup> Street, in which a blue Honda Civic, UWB583,

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

had been stolen. This vehicle was later recovered by OPD on 4-17-19 at the location of 2110 F Street. Officer Jimerson recalled that on 4-14-19, he had been dispatched to the location of 1013 Denver Street due to a recovered missing juvenile out of Omaha at that location. The reporting party advised that his step-daughter had just arrived as a passenger in a blue Honda Civic bearing NE plate UWB583. The RP stated that the vehicle fled the area just prior to Officer Jimerson arriving. Officer Jimerson learned from the RP that the vehicle had been occupied by a Hispanic male, an Indian male, and a Hispanic female. During this initial call on 4-14-19, the step-daughter refused to provide Officer Jimerson with any information.

On 4-17-19, Officer Jimerson responded back to 1013 Denver Street to again speak with RP and see if he was able to gather any additional information from his step-daughter. Officer Jimerson learned that the step-daughter had again run away from her Omaha residence, but had been found near Marris Middle School in Omaha. The RP informed Officer Jimerson that the residence in which his step-daughter had been located is a residence where possibly a lot of illegal activities take place. With this information, officer Jimerson asked that OPD check the area around Marris Middle School for the stolen white KIA Forte. A short time later, OPD located the stolen vehicle near 5816 S 22<sup>nd</sup> Street, which is a few blocks from Marris Middle School.

On 4-18-19, Officer Jimerson again spoke with the RP from 1013 Denver Street. Officer Jimerson was attempting to get the exact location of where the RP's step-daughter had been located in south Omaha. Officer Jimerson was informed it was 5444 S 21<sup>st</sup> Street, and using LRMS he learned a Derrick Trautman resides there and he has an extensive history to include operating a motor vehicle to avoid arrest, felony Receiving Stolen Property, and Obstructing Police.

During Officer Jimerson's days off, another vehicle had been stolen from St. Bernadette School which had been reported to Officer Janda. This vehicle, like all the others, was found within blocks of Trautman's residence in South Omaha.

On 4-22-19, Officer Jimerson returned to work and was immediately dispatched to an auto left in progress at 7956 s 46<sup>th</sup> Street. While responding to the call, Officer Jimerson asked dispatch to have OPD set up in the area of Trautman's residence, 5444 S 21<sup>st</sup> Street, and watch for the stolen vehicle. Within minutes, dispatch advised that OPD spotted the vehicle near 19<sup>th</sup> and S Street and they were in pursuit. The pursuit was terminated a short time later but Officer Jimerson was able to talk with those OPD officers and gather a description of the occupants. Officer Jimerson relayed the information he had on the cases to OPD officers and asked them to watch the area for other stolen vehicles. OPD Gang Unit officers conducted a probation check of Trautman and eliminated him as a suspect. During that shift, the OPD Gang unit located another Bellevue stolen vehicle and set up surveillance. While watching the vehicle they observed two known gang members in the area. OPD was able to detain one of them and during the interview the gang member identified Armondo Acosta as the person who stole the vehicle and was still in possession of the vehicle key.

With the information he obtained from OPD Gang Unit officers and researching the suspect, Acosta, through NCJIS, Officer Jimerson was able to establish enough PC to complete a warrant request for Acosta on five stolen vehicle cases in Bellevue.

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

### HONORABLE MENTION – 2<sup>nd</sup> QUARTER

**Detective Lindsey Betsworth:** On April 30<sup>th</sup>, a search warrant was served at 5609 S. 14<sup>th</sup> Street in Omaha for a Child Pornography case being investigated by Det. Howell. The investigation began at a residence in Bellevue and the suspects had moved to the address in Omaha. Detective Howell investigated messages and photographs which were shared between a boyfriend and girlfriend that talked of and contained child pornography. Detectives also knew that the female suspect was pregnant and close to a scheduled induction date. During the search warrant, Det. Betsworth interviewed both suspects. During Det. Betsworth's interview of the female suspect, the female suspect admitted to receiving child pornography through facebook and knowing that it was illegal. The female suspect also admitted that her boyfriend has been viewing child pornography for a long time and that it was a fetish of his.

Worried for the child's safety, Det. Betsworth continued to question the female and her boyfriend making inappropriate statements in regards to the unborn child. The female suspect admitted to Det. Betsworth that her boyfriend talked about "peeking" at their new child's private parts and wanting to lick the child's vagina. These statements were made several times by the female suspect. Det. Betsworth contacted the appropriate persons and agencies about removing the unborn child as soon as she was born. Det. Betsworth was met with opposition and told she would not be able to remove the child from the parents custody.

Knowing that Det. Howell was home ill, Det. Betsworth contacted him to express her concern for the unborn child. Det. Howell, still ill, came in and expedited processing electronics seized during the search warrant. Det. Howell located messages between the suspects with explicit details on how to sexually assault the child without getting caught. With this new evidence, Det. Betsworth recontacted the appropriate persons/agencies about removing the child after birth. After an exhausting process, the child was successfully removed after its birth and put into the state's custody and the parents were later arrested. Det. Betsworth's efforts no doubt saved a young child from being victimized throughout her life as well as protected other children from these predators.

# **BELLEVUE POLICE DEPARTMENT**

## **MEMORANDUM**



TO: Chief Elbert  
FROM: Sergeant Mike Pettit  
SUBJECT: 2019- Officer of the 3<sup>rd</sup> Quarter  
DATE: 10-17-19

### **COMMITTEE MEMBERS PRESENT**

Coordinator Sgt. Pettit (non-voting)

A Shift	Ofc. Gulick
C Shift	Ofc. Maguire
CIB	Det. Legband
SSU	Ofc. Bailey

### **COMMITTEE MEMBERS ABSENT---VOTED BY EMAIL**

B Shift	Ofc. Severn
D Shift	Ofc. Cass
FCU	Det. Greiner
SIU	Det. Chizek
SRO	Ofc. Meyers

### **OFFICER OF THE 3<sup>rd</sup> QUARTER**

On Wednesday, October 16<sup>th</sup> 2019, the Excellence in Law Enforcement Committee met and selected **Officer Jamey Murray** as the 2019 Officer of the 3<sup>rd</sup> Quarter.

During the third quarter, Officer Murray has taken a proactive stance towards three problem areas in the districts he patrols. These areas has seen an increase of stolen vehicles and drugs. Officer Murray conducted surveillance, focused patrols, and gathering of information from other arrested parties. Due to Officer Murray's actions there has been at least four stolen cars recovered tied to the addresses and two other stolen cars recovered in the area, all resulting in the arrest of numerous suspects. In addition, multiple felony and misdemeanor drug arrests have been made from these stolen cars. All of this has been done while still performing his regular patrol duties. During the third quarter, Officer Murray worked hard and showed great team work to clean up this problem in north Bellevue.

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

### HONORABLE MENTION – 3<sup>rd</sup> QUARTER

**Officer Sean Vest:** On Saturday, July 27<sup>th</sup> 2019, D Shift officers were dispatched to BMC for a walk-in stabbing victim. Officer Vest was not dispatched to the call, but was close so he responded to the ER as well. Officer Vest met with the person who drove the victim to the ER then went to assist at the scene of the assault. Officer Vest was later tasked with assisting the on-call detective in writing the search warrant for the residence since he had the most overall knowledge of the case. While CIB served the warrant, Officer Vest assisted with the interview of the victim at the PD. Later Officer Vest went to the crime scene and asked if he could talk to the girlfriend of the victim, as it was insinuated that she possibly had a role or at least some knowledge about the attack on her boyfriend. On scene detectives and officers stated they had spoken to her, but she was not offering any reliable details. Officer Vest then spoke to the girlfriend outside of the apartment for a while and she stated she was too nervous to talk there and agreed to go the PD for an interview there. After a lengthy interview, the girlfriend finally admitted the plan was for her and another male to kill the victim at the apartment and make it look like a breaking and entering gone bad over drugs. It should be noted that during Officer Vest's interview with the girlfriend, all of the on-call detectives who came out had since gone home, but Officer Vest continued to press her for details as it was clear to him that she knew more than she was telling. During a re-interview of the girlfriend, Officer Vest was able to get the names of two other people who may have witnessed the assault. After all the interviews, Officer Vest was able to complete an arrest affidavit for the suspect and asked that a detective walk the warrant through first thing in the morning. Officer Vest completed his 32 page narrative report which documented all the details of the case. Officer Vest could have just turned the case over to CIB for them to follow up with but instead showed persistence and dedication to the case.

# **BELLEVUE POLICE DEPARTMENT**

## **MEMORANDUM**



TO: Chief Dargy  
FROM: Sergeant Mike Pettit  
SUBJECT: 2019- Officer of the 4<sup>th</sup> Quarter  
DATE: 01-19-2020

### **COMMITTEE MEMBERS PRESENT**

Coordinator Sgt. Pettit (non-voting)

A Shift Ofc. Shelbourn  
B Shift Ofc. Severn  
C Shift Ofc. Maguire  
D Shift Ofc. Cass  
CIB Det. Betsworth  
FCU Det. Greiner  
SSU Ofc. Bailey

### **COMMITTEE MEMBERS ABSENT**

SIU Det. Chizek  
SRO Ofc. Meyers

### **OFFICER OF THE 4<sup>th</sup> QUARTER**

On Tuesday, January 14<sup>th</sup> 2020, the Excellence in Law Enforcement Committee met and selected **Officer Molly Wirtz** as the 2019 Officer of the 4<sup>th</sup> Quarter.

On September 10<sup>th</sup> 2019, Officer Wirtz took a theft report from the Laundry World at 402 Galvin Road North. She was able to identify the suspect as Allen Chesson due to surveillance video that captured Allen's face and the car he was driving. Officer Wirtz found out through her investigation that Chesson did not have a good local address and that he had stolen from several places in the Omaha metro area. Officer Wirtz learned that Chesson was well known by local loss prevention agents. Officer Wirtz submitted a warrant request for the theft and it was issued shortly thereafter. On September 19<sup>th</sup>, Officer Wirtz spotted Chesson driving the same vehicle from the original theft. Officer Wirtz attempted to stop Chesson but he fled the traffic stop which resulted in another warrant request for flight to avoid.

On November 10<sup>th</sup>, Officer Jimerson put out a special report in which Chesson was again the suspect of a theft, but this time he was driving a stolen S10 pickup truck. By this time Chesson had accumulated six outstanding warrants from multiple agencies.

## BELLEVUE POLICE DEPARTMENT MEMORANDUM

On November 12<sup>th</sup>, while off duty and driving down West Broadway in Council Bluffs, Officer Wirtz spotted the S10 that Chesson had been driving. Officer Wirtz observed Chesson driving and immediately notified Council Bluffs PD of the situation and Chesson's location at a motel. Officer Wirtz maintained visual of Chesson until CBPD arrived and arrested Chesson on his outstanding warrants.

Thanks to Officer Wirtz determination and attention to detail, a habitual criminal was apprehended and six warrants were cleared out.

### HONORABLE MENTIONS – 4<sup>th</sup> QUARTER

**Officer Travis Shafer:** Officer Shafer was recognized for his observation skills which led to a vehicle being stopped leaving the area of a motor vehicle theft in progress. During the stop, Officer Shafer investigated and was able to get a partial confession from the driver that the driver in the stolen vehicle was this person's younger brother. Over the next two days, Officer Shafer was able to link his suspect to multiple theft from vehicle cases in Bellevue and a theft of motor vehicle case in LaVista.

**Detective Mike Legband:** Detective Legband was recognized for his dedication to his cases and persistence when working on an investigation. On a Saturday while off duty, Detective Legband drove by a problematic house which is known for stolen vehicles. While driving by the residence, Detective Legband witnessed a vehicle that fit the description of a broadcast he heard on the radio the day before. The broadcast was in reference to a stolen vehicle in western Sarpy County. Detective Legband called in additional detectives and a search warrant was completed for the residence. This incident led to the arrest of two individuals tied to numerous vehicle thefts in the metro area and also led to information in another detective's active robbery case.

# ***BELLEVUE POLICE DEPARTMENT***

## **MEMORANDUM**



TO: Chief Tom Dargy  
FROM: Sgt. Mike Pettit  
SUBJECT: 2019 – Officer of the Year  
DATE: 1-19-2020

### **EXCELLENCE IN LAW ENFORCEMENT COMMITTEE MEMBERS**

Coordinator	Sgt. Pettit (non-voting)
A Shift	Ofc. Shelbourn
B Shift	Ofc. Severn
C Shift	Ofc. Maguire
D Shift	Ofc. Cass
SRO	Ofc. Meyers
SSU	Ofc. J. Bailey
SIU	Det. Chizek
CIB	Det. Legband
SVU	Det. Greiner

## **2019 Officer of the Year**

On Tuesday January 14<sup>th</sup> 2020, the Excellence in Law Enforcement Committee met and selected **Detective Cassandra Ward** as Officer of the Year.

7b.  
08/04/2020

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" 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:

Administration's Draft 2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$91.9 million in fiscal year 2020-21. This is a decrease of \$34.3 million from the 2019-20 amended budget expenditures (due primarily to the refinancing of annexed SID debt). Revenues in 2020-21 are budgeted at \$93.3 million. The difference being the continued strengthening of cash reserves.

This budget provides funding for the City's operations and capital improvements. Ongoing operational efficiencies will be required, as usual, to accomplish this budget. The General, Debt Service and Wastewater Funds are budgeted with net revenues that may be used, at the discretion of Administration, to pay cash for some of the planned projects instead of issuing bonds. The other funds expenditures are balanced with revenues.

2020-2021 Budgeted Revenues of \$93,866,893.62 and Expenditures of \$91,937,647.09. Cash reserves increase by \$1,929,246.53.

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:

1st reading August 4, 2020. Open public hearing on August 18th for the budget for the fiscal year ending September 30, 2021. (Vote on budget and additional 1% restricted funds will be at the September 1st meeting along with the tax request resolution special public hearing and vote).

ATTACHMENTS:

- |  |  |   |
|--|--|---|
| 1. <input type="text" value="Draft Budget Ordinance"/> | 2. <input type="text" value="Draft Resolution - Setting Tax Request"/> | 3. <input type="text" value="Budget Presentation"/> |
| 4. <input type="text" value="State Budget Forms"/>     | <input type="text"/>   | 6. <input type="text"/>                             |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bree Roblins*  
*[Signature]*

**2020-2021  
STATE OF NEBRASKA  
CITY/VILLAGE BUDGET FORM**

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

**This budget is for the Period October 1, 2020 through September 30, 2021**

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

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$ 18,441,125.58	Property Taxes for Non-Bond Purposes
\$ 8,342,413.72	Principal and Interest on Bonds
<b>\$ 26,783,539.30</b>	<b>Total Personal and Real Property Tax Required</b>

**Projected Outstanding Bonded Indebtedness as of October 1, 2020**  
*(As of the Beginning of the Budget Year)*

Principal	\$ 79,505,000.00
Interest	\$ 15,370,495.73
<b>Total Bonded Indebtedness</b>	<b>\$ 94,875,495.73</b>

\$ 4,390,744,147	<b>Total Certified Valuation (All Counties)</b>
------------------	---

*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

**Report of Joint Public Agency & Interlocal Agreements**

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2019 through June 30, 2020?

YES                       NO

*If YES, Please submit Interlocal Agreement Report by September 20th.*

**County Clerk's Use ONLY**

**Report of Trade Names, Corporate Names & Business Names**

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2019 through June 30, 2020?

YES                       NO

*If YES, Please submit Trade Name Report by September 20th.*

**APA Contact Information**

Auditor of Public Accounts  
State Capitol, Suite 2303  
Lincoln, NE 68509

**Telephone:** (402) 471-2111                      **FAX:** (402) 471-3301

**Website:** [www.auditors.nebraska.gov](http://www.auditors.nebraska.gov)

**Questions - E-Mail:** [Deann.Haeffner@nebraska.gov](mailto:Deann.Haeffner@nebraska.gov)

**Submission Information**

**Budget Due by 9-20-2020**

**Submit budget to:**

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

## City or Village of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2018 - 2019 (Column 1)	Actual/Estimated 2019 - 2020 (Column 2)	Adopted Budget 2020 - 2021 (Column 3)
1	Net Cash Balance	\$ 18,652,760.83	\$ 20,995,949.87	\$ 27,574,179.96
2	Investments			
3	County Treasurer's Balance	\$ 146,541.56	\$ 234,711.76	\$ 250,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	<b>Subtotal of Beginning Balances (Lines 1 thru 4)</b>	<b>\$ 18,799,302.39</b>	<b>\$ 21,230,661.63</b>	<b>\$ 27,824,179.96</b>
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 18,949,333.11	\$ 27,549,738.64	\$ 26,518,355.30
7	Federal Receipts	\$ 26,381.92	\$ 62,709.08	\$ 53,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 46,855.63	\$ 51,347.82	\$ 48,000.00
9	State Receipts: MIRF	\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 5,236,783.17	\$ 5,381,380.00	\$ 5,317,044.00
11	State Receipts: Motor Vehicle Fee	\$ 396,749.09	\$ 392,700.00	\$ 409,800.00
12	State Receipts: State Aid	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 1,252,018.26	\$ 1,429,223.74	\$ 2,900,352.49
14	State Receipts: Other	\$ 13,334.57	\$ 10,438,249.87	\$ 13,352.00
15	State Receipts: Property Tax Credit	\$ -	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,160,373.06	\$ 1,031,449.90	\$ 1,102,000.00
18	Local Receipts: Local Option Sales Tax	\$ 11,696,444.73	\$ 10,883,628.61	\$ 12,751,300.00
19	Local Receipts: In Lieu of Tax	\$ 1,187,918.57	\$ 1,198,262.47	\$ 646,000.00
20	Local Receipts: Other	\$ 36,351,026.18	\$ 73,330,644.99	\$ 42,939,689.83
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,193,000.00	\$ 1,093,000.00	\$ 1,168,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	<b>Total Resources Available (Lines 5 thru 23)</b>	<b>\$ 96,309,520.68</b>	<b>\$ 154,072,996.75</b>	<b>\$ 121,691,073.58</b>
25	<b>Total Disbursements &amp; Transfers (Line 22, Pg 3, 4 &amp; 5)</b>	<b>\$ 75,078,859.05</b>	<b>\$ 126,248,816.79</b>	<b>\$ 91,937,647.09</b>
26	<b>Balance Forward/Cash Reserve (Line 24 MINUS Line 25)</b>	<b>\$ 21,230,661.63</b>	<b>\$ 27,824,179.96</b>	<b>\$ 29,753,426.49</b>
27	Cash Reserve Percentage			45%
<b>PROPERTY TAX RECAP</b>		Tax from Line 6		\$ 26,518,355.30
		County Treasurer Commission at 1%		\$ 265,184.00
		<b>Total Property Tax Requirement</b>		<b>\$ 26,783,539.30</b>

## City or Village 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	\$	18,441,125.58
Bond Fund	\$	8,342,413.72
_____ Fund		
_____ Fund		
<b>Total Tax Request</b>	<b>** \$</b>	<b>26,783,539.30</b>

\*\* 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	\$ 29,753,426.49
Remaining Cash Reserve	\$ 29,753,426.49
Remaining Cash Reserve %	45%

### 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: \$ \_\_\_\_\_ 1,168,000.00

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> <b>Community Betterment Fund</b>	<u>Transfer To:</u> <b>Economic Development Fund</b>
Amount: \$753,000.00	
Reason: To provide funding for LB840 projects and reimburse audit and other expenses paid by General Fund.	

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

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

<u>Transfer From:</u> <b>Debt Service Fund</b>	<u>Transfer To:</u> <b>General Fund</b>
Amount: \$150,000.00	
Reason: To reimburse insurance, audit and other expenses paid by General Fund.	

---

**Total Amount: \$1,168,000.00**

## City or Village of Bellevue in Sarpy County

Line No.	2020-2021 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	\$ 7,173,485.15	\$ -	\$ 245,833.00	\$ 10,847,088.27	\$ 150,000.00	\$ 18,416,406.42
3	Public Safety - Police and Fire	\$ 22,216,159.54	\$ -	\$ 1,850,000.00	\$ 146,137.80	\$ -	\$ 24,212,297.34
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,029,363.66	\$ 14,265,000.00	\$ -	\$ 892,036.56	\$ -	\$ 20,186,400.22
6	Public Works - Other	\$ 3,763,790.63	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 3,913,790.63
7	Public Health and Social Services	\$ 1,099,871.88	\$ -	\$ -	\$ -	\$ -	\$ 1,099,871.88
8	Culture and Recreation	\$ 3,718,696.81	\$ 5,650,000.00	\$ -	\$ -	\$ 753,000.00	\$ 10,121,696.81
9	Community Development	\$ 688,732.98	\$ -	\$ -	\$ -	\$ -	\$ 688,732.98
10	Miscellaneous	\$ 53,120.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 803,120.00
11	Business-Type Activities:						
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,115,776.37	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,116,776.37
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 6,779,753.22	\$ 1,940,000.00	\$ -	\$ 394,801.23	\$ 264,000.00	\$ 9,378,554.45
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	<b>Total Disbursements &amp; Transfers (Lns 2 thru 21)</b>	\$ 53,638,750.23	\$ 22,755,000.00	\$ 2,095,833.00	\$ 12,280,063.86	\$ 1,168,000.00	\$ 91,937,647.09

(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 or Village of Bellevue in Sarpy County

Line No.	2019-2020 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	\$ 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					\$ -	\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	<b>\$ 56,073,999.83</b>	<b>\$ 17,482,363.77</b>	<b>\$ 3,856,925.00</b>	<b>\$ 47,742,528.19</b>	<b>\$ 1,093,000.00</b>	<b>\$ 126,248,816.79</b>

- (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 or Village of Bellevue in Sarpy County

Line No.	2018-2019 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 5,121,666.58	\$ -	\$ 53,781.00	\$ 15,096,790.46	\$ 4,183,117.31	\$ 24,455,355.35
3	Public Safety - Police and Fire	\$ 20,393,435.20	\$ -	\$ 2,056,818.09	\$ 88,182.40	\$ -	\$ 22,538,435.69
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 7,030,008.30	\$ 309,377.88	\$ 101,222.00	\$ 584,923.32	\$ (3,674,075.00)	\$ 4,351,456.50
6	Public Works - Other	\$ 3,467,509.22	\$ 115,449.00	\$ 11,100.00	\$ -	\$ 112,574.59	\$ 3,706,632.81
7	Public Health and Social Services	\$ 1,016,135.36	\$ -	\$ 11,322.00	\$ -	\$ -	\$ 1,027,457.36
8	Culture and Recreation	\$ 3,652,943.60	\$ 1,026,170.68	\$ 82,576.87	\$ -	\$ 495,414.69	\$ 5,257,105.84
9	Community Development	\$ 429,654.82	\$ -	\$ -	\$ -	\$ -	\$ 429,654.82
10	Miscellaneous	\$ 208,571.22	\$ -	\$ -	\$ -	\$ -	\$ 208,571.22
11	Business-Type Activities:						
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,109,863.65	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,110,863.65
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,596,626.45	\$ 1,926,302.66	\$ -	\$ 395,428.29	\$ 74,968.41	\$ 9,993,325.81
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds					\$ -	\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	<b>\$ 52,026,414.40</b>	<b>\$ 3,377,300.22</b>	<b>\$ 2,316,819.96</b>	<b>\$ 16,165,324.47</b>	<b>\$ 1,193,000.00</b>	<b>\$ 75,078,859.05</b>

- (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 or Village of Bellevue in Sarpy County

**2020-2021 SUMMARY OF PROPRIETARY FUNCTION FUNDS**

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

**THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY**

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

## 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>
<b>NAME</b>	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
<b>TITLE /FIRM NAME</b>	<u>Mayor</u>	<u>City Treasurer</u>	<u>City Treasurer</u>
<b>TELEPHONE</b>	<u>(402)293-3020</u>	<u>(402)293-3088</u>	<u>(402)293-3088</u>
<b>EMAIL ADDRESS</b>	<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 V one): Contact will be via email if supplied.

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

## City or Village of Bellevue in Sarpy County

## 2020-2021 LID SUPPORTING SCHEDULE

<b>Calculation of Restricted Funds</b>
--

Total Personal and Real Property Tax Requirements	(1)	\$ 26,783,539.30
Motor Vehicle Pro-Rate	(2)	\$ 48,000.00
In-Lieu of Tax Payments	(3)	\$ 646,000.00
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)	\$ 16,864,470.00
<b>LESS:</b> Amount Spent During 2019-2020	(5)	\$ 17,482,363.77
<b>LESS:</b> Amount Expected to be Spent in Future Budget Years	(6)	\$ 8,000,000.00
Amount to be included as Restricted Funds ( <b>Cannot Be A Negative Number</b> )	(7)	\$ -
Motor Vehicle Tax	(8)	\$ 1,102,000.00
Local Option Sales Tax	(9)	\$ 12,751,300.00
Transfers of Surplus Fees	(10)	\$ -
Highway Allocation and Incentives	(11)	\$ 5,317,044.00
MIRF	(12)	\$ -
Motor Vehicle Fee	(13)	\$ 409,800.00
Municipal Equalization Fund	(14)	\$ 2,900,352.49
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -
<b>TOTAL RESTRICTED FUNDS (A)</b>	<b>(16)</b>	<b>\$ 49,958,035.79</b>

<b>Lid Exceptions</b>
-----------------------

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ 20,100,000.00
<b>LESS:</b> 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)	\$ 8,000,000.00
Allowable Capital Improvements	(19)	\$ 12,100,000.00
Bonded Indebtedness	(20)	\$ 8,342,413.72
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 ( <b>Public Airports Only</b> )	(24)	
Judgments	(25)	
Refund of Property Taxes to Taxpayers	(26)	
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	
<b>TOTAL LID EXCEPTIONS (B)</b>	<b>(28)</b>	<b>\$ 21,684,886.23</b>

<b>TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)</b>
---

To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28

<b>\$ 28,273,149.56</b>
-------------------------

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

## City or Village of Bellevue

IN

## Sарpy County

**LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021****PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2****OPTION 1**

**2019-2020 Restricted Funds Authority** (Base Amount) = Line (8) from last year's Lid Form 38,916,629.18  
Option 1 - (Line 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 (Prior Year Lid Computation Form Line (6) - Line (5)) %  
Option 2 - (B)

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

**Calculated 2019-2020 Restricted Funds Authority** (Base Amount) Line (A) Plus Line (C) -  
Option 2 - (Line 1)

**CURRENT YEAR ALLOWABLE INCREASES**

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

**2** **ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** 26.91 %  
(3)

$$\frac{997,891,044.00}{2020 \text{ Growth per Assessor}} \div \frac{3,392,853,103.00}{2019 \text{ Valuation}} = \frac{29.41}{100} \text{ Multiply times } 100 \text{ To get } \%$$

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

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

**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**

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 30.41 %  
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 11,834,546.93  
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 50,751,176.11  
(8)

**Less:** Restricted Funds from Lid Supporting Schedule 28,273,149.56  
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 22,478,026.55  
(10)

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

## City or Village of Bellevue in Sarpy County

**2020-2021 CAPITAL IMPROVEMENT LID EXEMPTIONS**

Description of Capital Improvement	Amount Budgeted
Street Resurfacing	\$ 5,870,000.00
Infrastructure Improvements	\$ 750,000.00
Park Improvements	\$ 1,150,000.00
36th Street Improvements	\$ 7,730,000.00
Library Design & Renovation 2020-21	\$ 4,500,000.00
Cemetery Roadway Repairs/Resurfacing	\$ 100,000.00

PRELIMINARY DRAFT

Total - Must agree to Line 17 on Lid Support Page 8

\$ 20,100,000.00

## Municipality Levy Limit Form

## City or Village of Bellevue in Sarpy County

**Municipality Levy**

Personal and Real Property Tax Request	(1)		26,783,539.30
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	8,342,413.72	
Interest Free Financing (Public Airports)	(5)	0.00	
	(6)	<u>0.00</u>	
Total Levy Exemptions	(7)		<u>8,342,413.72</u>
Tax Request Subject to Levy Limit	(8)		18,441,125.58
Valuation	(9)		<u>4,390,744,147</u>
Municipality Levy Subject to Levy Authority	(10)		0.420000
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes			<u><u>0.420000</u></u> (A)
<b>Levy Authority</b>			
Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		1,242,473	0.028298
Total Municipality Levy Authority			<u><u>0.478298</u></u> (B)

**Note: (A) must be less than (B) to be in compliance with the Statutes**

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

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 as Bonded Indebtedness on Line 7 above.

City or Village of Bellevue  
IN  
Sarpy County, Nebraska

**NOTICE OF BUDGET HEARING AND BUDGET SUMMARY**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 18 day of August 2020, at 6:00 o'clock P.M., at 1500 Wall St., Bellevue NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 75,078,859.05
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 126,248,816.79
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 91,937,647.09
2020-2021 Necessary Cash Reserve	\$ 29,753,426.49
2020-2021 Total Resources Available	\$ 121,691,073.58
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 26,783,539.30
Unused Budget Authority Created For Next Year	\$ 22,478,026.55

**Breakdown of Property Tax:**

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 18,441,125.58
Personal and Real Property Tax Required for Bonds	\$ 8,342,413.72

**NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 18 day of August 2020, at 6:00 o'clock P.M., at 1500 Wall St., Bellevue NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	126,248,816.79	91,937,647.09	-27%
Property Tax Request	\$ 20,696,404.03	\$ 26,783,539.30	29%
Valuation	3,392,853,103	4,390,744,147	29%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.471364		

## REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

### REPORTING PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

### City or Village 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	
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	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	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)	

Total Amount used as Lid Exemption

\$ 1,242,472.51

## REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

### REPORTING PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

### City or Village 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,	9/9/2013 Amended & Restated June 2014 continuing	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 Boundries	
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,	

Total Amount used as Lid Exemption

\$ -

**REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS****REPORTING PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020****City or Village of Bellevue****SarpyCounty**

SUBDIVISION NAME		COUNTY	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
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	
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	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	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement appr'v'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	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement appr'v'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	

Total Amount used as Lid Exemption

\$ -



## FYE2021 Draft Budget

**a. No increase in tax mill levy - remains at 61¢ per \$100 of valuation**

*Property owners results will vary as individual valuations may increase or decrease*

**b. Preliminary valuation increases 29% - due to annexations**

**Bellevue's organic valuation growth was about 6%**

**(recently annexed areas that account for approximately 23%)**

**c. Bellevue's property tax requirement will be approximately \$27 million, an increase of \$6 million over last year**

**This year's proposal increases cash reserves**

**d. \$4 million used to fund cost increases and new capital projects**

**e. Increased debt uses \$2 million of the \$6 million**

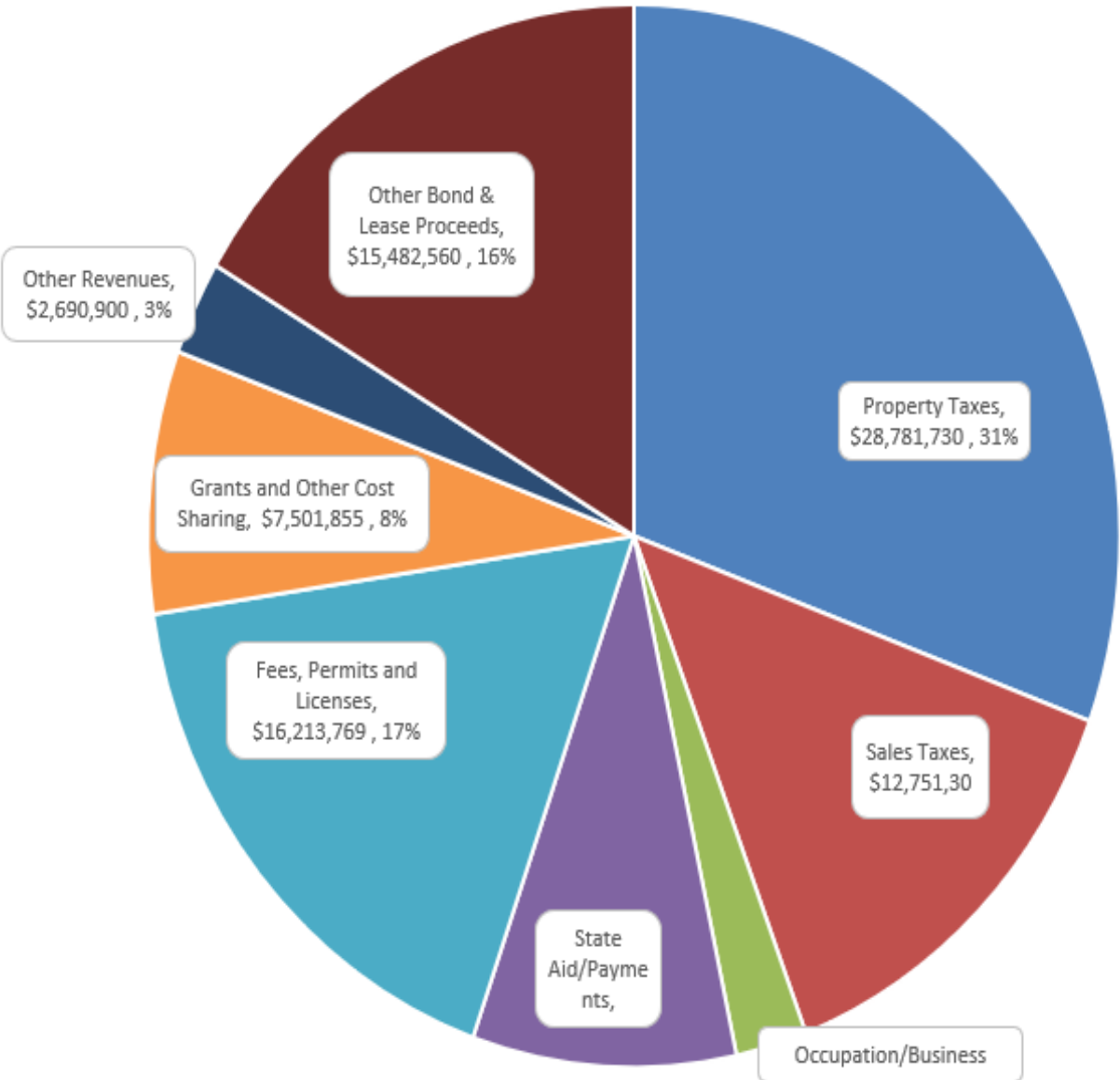
## **FYE2021 Draft Budget - continued**

- f) Spending of \$91.9 million is 14% more than prior year budget (prior to amendment for SID bond refinancing)**
- g) General Fund spending is budgeted at \$69.6 million, in line with the amended FYE2020 budget**
- h) Aggressive bonding of new projects to take advantage of low interest rates and conserve cash**
- i) Funding sufficient to continue to build a better Bellevue**

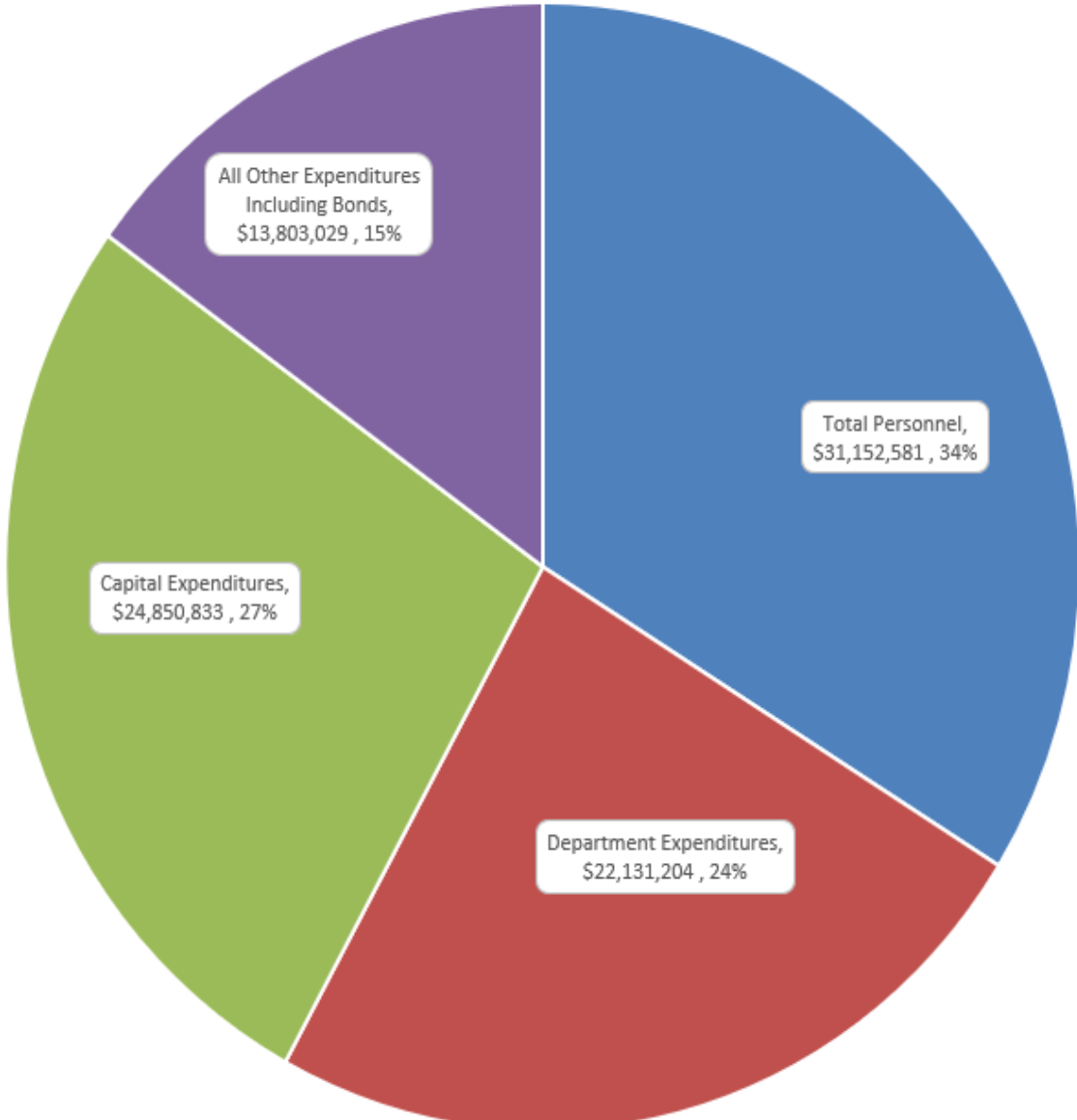
**Fund Balance Cash Roll-Forward  
2020-21 Annual Budget**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
<b>Fund Balance (Cash) at 09-30-19</b>	<b>\$ 21,230,661.63</b>	<b>\$ 8,595,889.82</b>	<b>\$ 2,423,141.79</b>	<b>\$ 3,462,359.09</b>	<b>\$ 1,582,818.29</b>	<b>\$ 170,115.27</b>	<b>\$ 92,688.66</b>	<b>\$ 4,903,648.71</b>
Forecast Revenues	\$ 130,994,965.73	\$ 70,141,651.84	\$ 9,243,703.06	\$ 906,269.38	\$ 750,105.18	\$ 299,015.78	\$ 59,299.08	\$ 49,594,921.41
Forecast Expenditures	\$ 128,541,257.99	\$ 70,605,080.01	\$ 8,708,762.12	\$ 1,017,600.07	\$ 753,115.30	\$ 299,019.28	\$ 61,414.77	\$ 47,096,266.44
Forecast Net increase / (decrease)	<b>\$ 2,453,707.74</b>	<b>\$ (463,428.17)</b>	<b>\$ 534,940.94</b>	<b>\$ (111,330.69)</b>	<b>\$ (3,010.12)</b>	<b>\$ (3.50)</b>	<b>\$ (2,115.69)</b>	<b>\$ 2,498,654.97</b>
<i>Rounding</i>								
<b>Forecasted Fund Balance (Cash) at 09-30-20</b>	<b>\$ 23,684,369.37</b>	<b>\$ 8,132,461.65</b>	<b>\$ 2,958,082.73</b>	<b>\$ 3,351,028.40</b>	<b>\$ 1,579,808.17</b>	<b>\$ 170,111.77</b>	<b>\$ 90,572.97</b>	<b>\$ 7,402,303.68</b>
Budgeted Revenues	\$ 93,866,893.62	\$ 70,587,695.27	\$ 10,139,669.00	\$ 1,005,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 10,641,936.37
Budgeted Expenditures	\$ 91,937,647.09	\$ 69,598,989.65	\$ 9,378,554.45	\$ 1,005,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 10,462,510.01
Budgeted Net increase / (decrease)	<b>\$ 1,929,246.53</b>	<b>\$ 988,705.62</b>	<b>\$ 761,114.55</b>	-	-	-	-	<b>\$ 179,426.36</b>
<i>Rounding</i>								
<b>Budgeted Fund Balance (Cash) at 09-30-21</b>	<b>\$ 25,613,615.90</b>	<b>\$ 9,121,167.27</b>	<b>\$ 3,719,197.28</b>	<b>\$ 3,351,028.40</b>	<b>\$ 1,579,808.17</b>	<b>\$ 170,111.77</b>	<b>\$ 90,572.97</b>	<b>\$ 7,581,730.04</b>
% increase / decrease in cash								
9/30/21 vs 9/30/19	20.6%	6.1%	53.5%	(3.2%)	(0.2%)	(0.0%)	(2.3%)	54.6%
9/30/21 vs 9/30/20	8.1%	12.2%	25.7%	-	-	-	-	2.4%

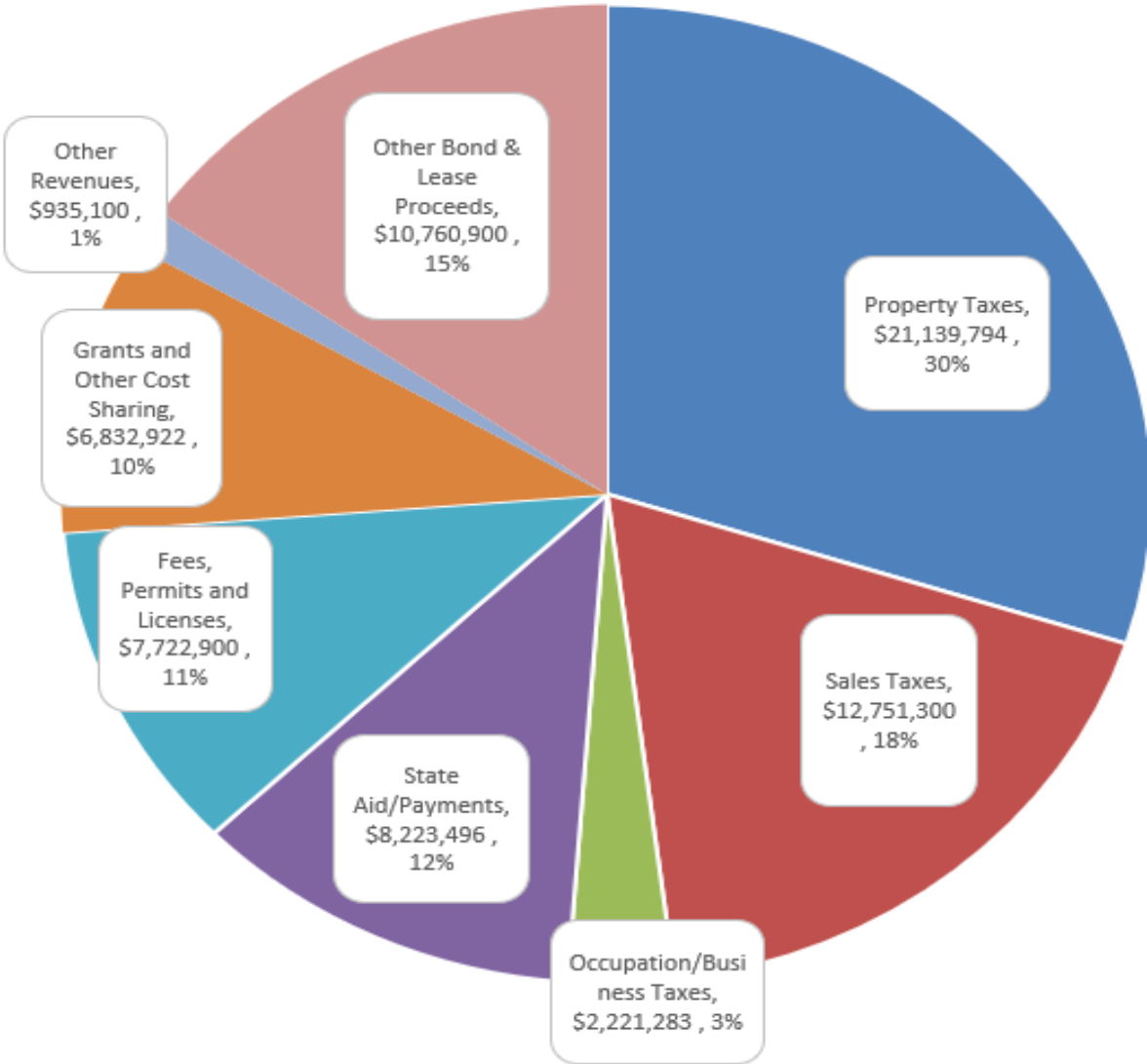
FYE2021 Budgeted Revenues - City-Wide



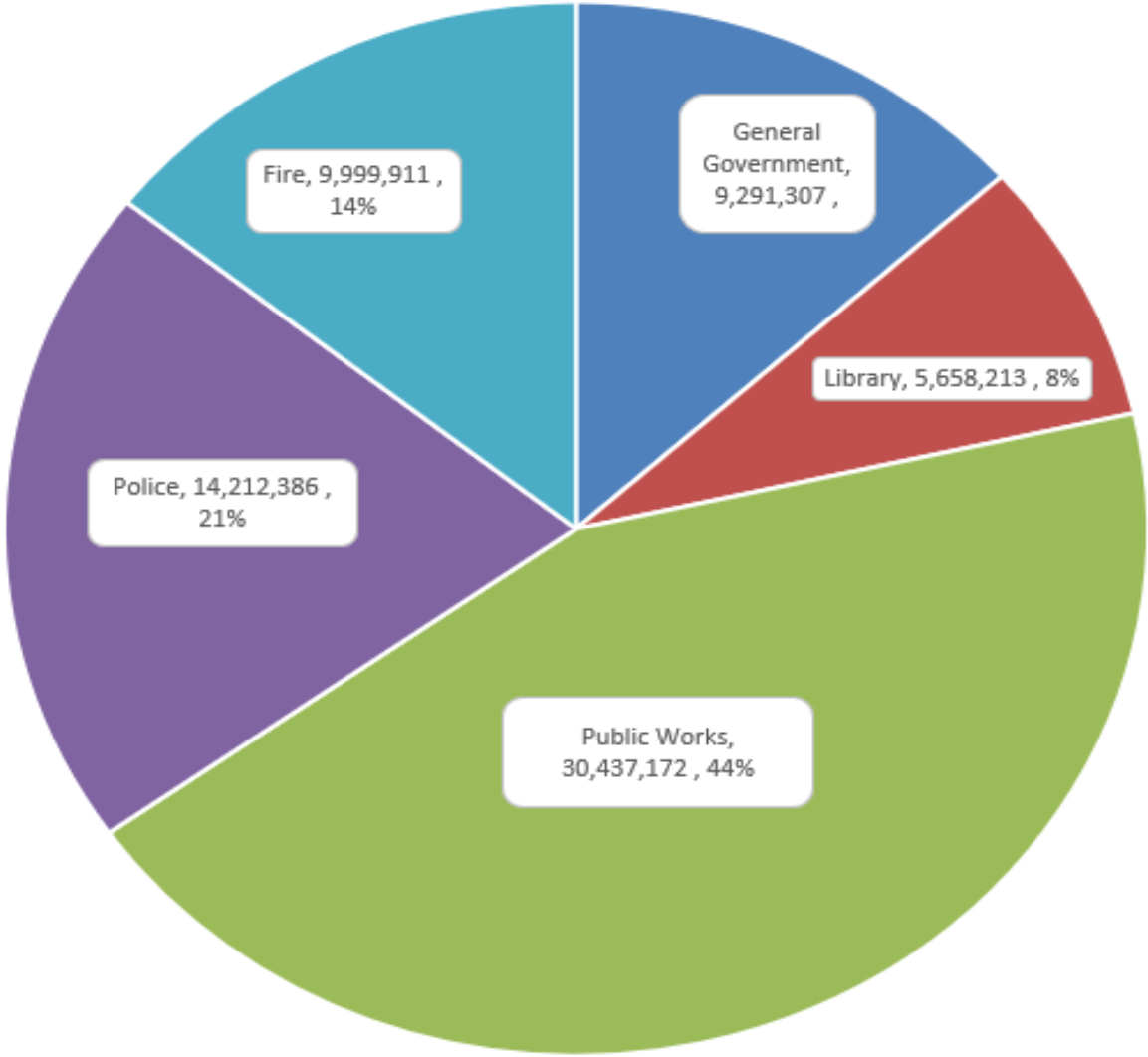
FYE2021 Budgeted Expenditures - City-Wide



Sources of General Fund Revenue

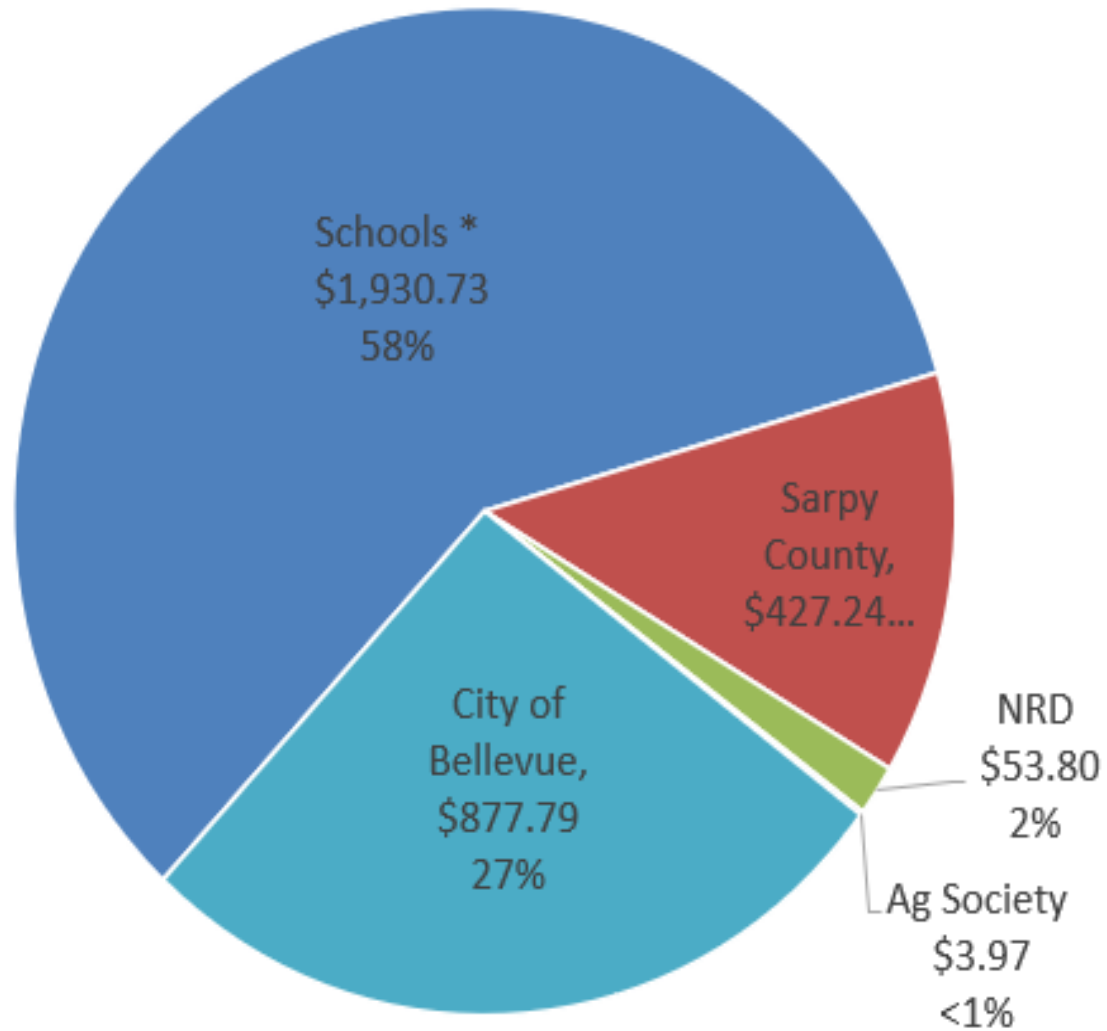


How the General Fund Money is Allocated in this Budget



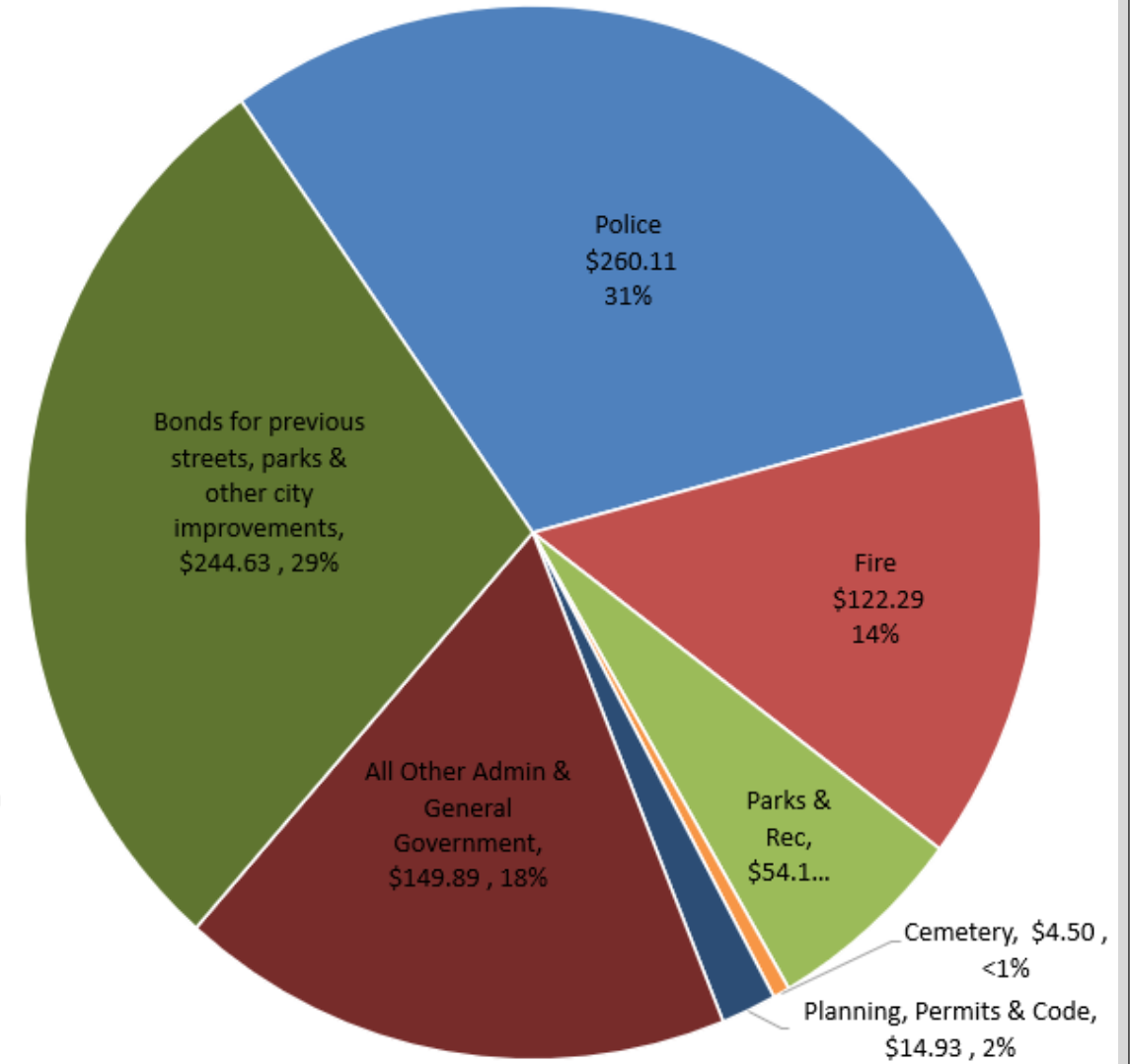
## WHERE YOUR TAXES GO

A \$3,293.53 property tax bill for a \$143,900 home (median price in Bellevue)



## WHERE YOUR CITY TAXES GO

Of the \$877.79, or 27% of your total property tax bill, this is what it pays for:



**Statement of Revenues and Expenditures All Funds  
2020-21 Annual Budget**

	Total Budget All Funds	Gen Fund & All Other Funds		F60 Community Development (CDBG)	F50 Community Betterment (Keno)	F95		F55 <u>Economic Development</u>	F80 & F81 Police Funds	F20 Wastewater
		Operational Budget	Capital Budget			Debt Service	Refundings			
<b><u>Operating Revenues</u></b>										
Property Taxes	\$ 28,781,730	\$ 21,139,794	-	-	-	\$ 7,641,936	-	-	-	-
Sales Taxes	12,751,300	12,751,300	-	-	-	-	-	-	-	-
Occupation/Business Taxes	2,221,283	2,221,283	-	-	-	-	-	-	-	-
State Aid/Payments	8,223,496	8,223,496	-	-	-	-	-	-	-	-
Fees, Permits and Licenses	16,213,769	7,722,900	-	-	-	-	-	-	53,000	8,437,869
Other Revenues	1,522,900	518,100	-	1,004,000	-	-	-	-	-	800
<b>Total Operating Revenue</b>	<b>69,714,479</b>	<b>52,576,873</b>	<b>-</b>	<b>-</b>	<b>1,004,000</b>	<b>7,641,936</b>	<b>-</b>	<b>-</b>	<b>53,000</b>	<b>8,438,669</b>
<b><u>Operating Expenditures</u></b>										
Salaries & Wages	22,155,282	21,712,625	-	-	-	-	-	-	-	442,657
Fringe Benefits	8,997,299	8,849,953	-	-	-	-	-	-	-	147,346
<b>Total Personnel</b>	<b>31,152,581</b>	<b>30,562,578</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>590,003</b>
Department Expenditures	23,091,168	15,836,404	-	688,733	252,740	70,420	-	120	53,000	6,189,750
Capital Leases	507,289	415,942	-	-	-	-	-	-	-	91,347
<b>Total Operational Expenditures</b>	<b>54,751,038</b>	<b>46,814,924</b>	<b>-</b>	<b>688,733</b>	<b>252,740</b>	<b>70,420</b>	<b>-</b>	<b>120</b>	<b>53,000</b>	<b>6,871,101</b>
<b>Total Net Operating Revenues</b>	<b>14,963,441</b>	<b>5,761,949</b>	<b>-</b>	<b>(688,733)</b>	<b>751,260</b>	<b>7,571,516</b>	<b>-</b>	<b>(120)</b>	<b>-</b>	<b>1,567,568</b>
<b><u>Other Uses of Funds</u></b>										
<b><u>Capital Expenditures</u></b>										
Funded by Outside Agencies	6,764,000	-	6,764,000	-	-	-	-	-	-	-
Funded by Bonding	12,440,000	-	10,740,000	-	-	-	-	-	-	1,700,000
Funded by Operations	5,646,833	4,656,833	-	-	-	-	-	750,000	-	240,000
<b>Total Capital Expenditures</b>	<b>24,850,833</b>	<b>4,656,833</b>	<b>17,504,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>750,000</b>	<b>-</b>	<b>1,940,000</b>
<b><u>Other Expenditures</u></b>										
Bond Principal & Interest & Fees	8,054,372	622,233	-	-	-	7,128,686	-	-	-	303,454
Refunding Bond Principal & Interest	3,000,000	-	-	-	-	-	3,000,000	-	-	-
Bond Issue Fees	34,500	-	-	-	-	-	34,500	-	-	-
All Other	78,904	-	-	-	-	78,904	-	-	-	-
<b>Total Other Expenditures</b>	<b>11,167,776</b>	<b>622,233</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,207,590</b>	<b>3,034,500</b>	<b>-</b>	<b>-</b>	<b>303,454</b>
<b>Total Other Uses of Funds</b>	<b>36,018,609</b>	<b>5,279,066</b>	<b>17,504,000</b>	<b>-</b>	<b>-</b>	<b>7,207,590</b>	<b>3,034,500</b>	<b>750,000</b>	<b>-</b>	<b>2,243,454</b>
<b><u>Other Sources of Funds</u></b>										
Grants and Other Cost Sharing	7,501,855	68,922	6,764,000	688,933	-	-	-	-	-	-
Other Bond & Lease Proceeds	15,482,560	20,900	10,740,000	19,800	1,740	-	3,000,000	120	-	1,700,000
<b>Total Other Sources of Funds</b>	<b>22,984,415</b>	<b>89,822</b>	<b>17,504,000</b>	<b>688,733</b>	<b>1,740</b>	<b>-</b>	<b>3,000,000</b>	<b>120</b>	<b>-</b>	<b>1,700,000</b>
<b><u>Transfers In &amp; Out</u></b>										
Transfers (Revenue)	1,168,000	417,000	-	-	-	-	-	750,000	-	1,000
Transfers (Expenditures)	1,168,000	1,000	-	-	753,000	150,000	-	-	-	264,000
<b>Total Net Transfers</b>	<b>-</b>	<b>416,000</b>	<b>-</b>	<b>-</b>	<b>(753,000)</b>	<b>(150,000)</b>	<b>-</b>	<b>750,000</b>	<b>-</b>	<b>(263,000)</b>
<b>Total Revenues</b>	<b>\$ 93,866,894</b>	<b>\$ 53,083,695</b>	<b>\$ 17,504,000</b>	<b>\$ 688,733</b>	<b>\$ 1,005,740</b>	<b>7,641,936</b>	<b>3,000,000</b>	<b>\$ 750,120</b>	<b>\$ 53,000</b>	<b>\$ 10,139,669</b>
<b>Total Expenditures</b>	<b>\$ 91,937,647</b>	<b>\$ 52,094,990</b>	<b>\$ 17,504,000</b>	<b>\$ 688,733</b>	<b>\$ 1,005,740</b>	<b>7,428,010</b>	<b>3,034,500</b>	<b>\$ 750,120</b>	<b>\$ 53,000</b>	<b>\$ 9,378,554</b>
<b>Net Revenues / (Expenditures)</b>	<b>\$ 1,929,247</b>	<b>\$ 988,706</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 213,926</b>	<b>\$ (34,500)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 761,115</b>
		\$988,706				\$179,426.36				
Cash Beginning	\$ 23,684,369	\$ 8,132,462		\$ 170,112	\$ 3,351,028	\$ 7,402,304		\$ 1,579,808	\$ 90,573	\$ 2,958,083
Cash Ending	\$ 25,613,616	\$ 9,121,168		\$ 170,112	\$ 3,351,028	\$ 7,581,730		\$ 1,579,808	\$ 90,573	\$ 3,719,197

**Statement of Revenues and Expenditures All Funds**  
**2020-21 Annual Budget**  
**All Funds**

	2019-20		2020-21			2019-20 Bud vs. 2020-21 Bud	
	9+3	Budget	Budget	2019-20 Fcst vs. 2020-21 Bud		Dollar Change	Percent Change
	Forecast	2019-20		From 2019-20	From 2019-20		
	2019-20	2019-20	2020-21	Dollar Change	Percent Change	Dollar Change	Percent Change
				FCST	FCST	BUDGET	BUDGET
<b>Revenues</b>							
Property Taxes	\$ 30,386,438	\$ 30,291,899	\$ 28,781,730	\$ (1,604,708)	(5.3%)	\$ (1,510,169)	(5.0%)
Sales Taxes	12,260,946	10,883,629	12,751,300	490,354	4.0%	1,867,671	17.2%
Occupation/Business Taxes	2,189,789	2,173,655	2,221,283	31,494	1.4%	47,628	2.2%
State Aid/Payments	7,008,070	6,815,104	8,223,496	1,215,426	17.3%	1,408,393	20.7%
Fees, Permits and Licenses	20,518,151	19,541,456	16,213,769	(4,304,382)	(21.0%)	(3,327,687)	(17.0%)
Grants and Other Cost Sharing	12,399,729	12,269,367	7,501,855	(4,897,874)	(39.5%)	(4,767,512)	(38.9%)
Other Revenues	1,673,819	1,484,076	1,522,900	(150,919)	(9.0%)	38,824	2.6%
Other Bond & Lease Proceeds	43,465,022	43,980,150	15,482,560	(27,982,462)	(64.4%)	(28,497,590)	(64.8%)
Transfers (Revenue)	1,093,000	1,093,000	1,168,000	75,000	6.9%	75,000	6.9%
<b>Total Revenue</b>	<b>130,994,966</b>	<b>128,532,335</b>	<b>93,866,893.62</b>	<b>(37,128,072)</b>	<b>(28.3%)</b>	<b>(34,665,441)</b>	<b>(27.0%)</b>
<b>Expenditures</b>							
<b>Salaries &amp; Wages</b>							
Base Pay	20,300,315	20,457,234	20,858,739	558,425	2.8%	401,505	2.0%
Overtime	548,925	596,626	320,743	(228,182)	(41.6%)	(275,883)	(46.2%)
Added Pay	1,552,347	1,590,924	1,080,452	(471,894)	(30.4%)	(510,472)	(32.1%)
Non Recurring Pay	501,667	429,105	308,330	(193,337)	(38.5%)	(120,775)	(28.1%)
Reimbursements	(121,959)	(157,664)	(412,983)	(291,024)	(238.6%)	(255,319)	(161.9%)
<b>Total Salaries &amp; Wages</b>	<b>22,781,294</b>	<b>22,916,226</b>	<b>22,155,282</b>	<b>(626,012)</b>	<b>(2.7%)</b>	<b>(760,944)</b>	<b>(3.3%)</b>
<b>Fringe Benefits</b>							
Employer Payroll Taxes	1,697,244	1,713,242	1,685,141	(12,103)	(0.7%)	(28,101)	(1.6%)
Pension and Retirement	2,050,250	2,025,943	2,101,754	51,503	2.5%	75,810	3.7%
Health and Benefit Insurance	4,419,859	4,673,507	5,210,404	790,545	17.9%	536,897	11.5%
<b>Total Fringe Benefits</b>	<b>8,167,353</b>	<b>8,412,692</b>	<b>8,997,299</b>	<b>829,946</b>	<b>10.2%</b>	<b>584,607</b>	<b>6.9%</b>
<b>Total Personnel</b>	<b>30,948,647</b>	<b>31,328,918</b>	<b>31,152,581</b>	<b>203,934</b>	<b>0.7%</b>	<b>(176,337)</b>	<b>(0.6%)</b>
<b>Department Expenditures</b>							
Total Operational	56,068,190	55,797,372	53,283,785	(2,784,404)	(5.0%)	(2,513,587)	(4.5%)
Capital Expenditures	21,538,434	21,339,289	24,850,833	3,312,399	15.4%	3,511,544	16.5%
<b>Other Expenditures</b>							
Capital Leases	797,408	825,094	507,289	(290,119)	(36.4%)	(317,804)	(38.5%)
All Other	49,044,226	47,194,062	12,127,739	(36,916,487)	(75.3%)	(35,066,323)	(74.3%)
<b>Total Other Expenditures</b>	<b>49,841,635</b>	<b>48,019,156</b>	<b>12,635,029</b>	<b>(37,206,606)</b>	<b>(74.6%)</b>	<b>(35,384,127)</b>	<b>(73.7%)</b>
Transfers (Expenditures)	1,093,000	1,093,000	1,168,000	75,000	6.9%	75,000	6.9%
<b>Total Expenditures</b>	<b>128,541,258</b>	<b>126,248,817</b>	<b>91,937,647</b>	<b>(36,603,611)</b>	<b>(28.5%)</b>	<b>(34,311,170)</b>	<b>(27.2%)</b>
<b>Net Revenues / (Expenditures)</b>	<b>\$ 2,453,708</b>	<b>\$ 2,283,518</b>	<b>\$ 1,929,247</b>	<b>\$ (524,461)</b>		<b>\$ (354,272)</b>	

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/21/2020		SUBMITTED BY: Tammie Palm	
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:

Approval of a request to rezone Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lot 42B1, 47B, and part of Lot 48B, Marian Park, and part of Lot 1, the North 40 feet of Lot 2, and Lot 3B, Jewell Place from RE to RS-120; and to preliminary and final plat Lots 1 through 3, Hiddend Hills 2nd Addition. Applicant: Sherwood Properties. General Location: Southwest of the intersection of Combs Road and Canyon Road.

SYNOPSIS/BACKGROUND:

The applicant is requesting to obtain a change of zone, preliminary plat, and final plat to allow for single family residential development. The applicant has indicated a change of zone will minimize grading and tree removal on the proposed sites as the sites are currently wooded and covered with vegetation. The RS-120 zoning is being requested for proposed Lots 1 through 3 zoned RE, Rural Estates. The proposed lots presently abut several lots and subdivisions zoned RS-120.

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 DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report         | 3. Rezoning Ordinance   |
| 4. <input type="text"/>                     | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Boyd Roblins*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sherwood Properties, LLC  
CASE #'s: S-2005-08, S-2005-09, and Z-2005-04  
CITY COUNCIL HEARING DATE: July 21, 2020

REQUEST: to rezone Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lots 43B1, 47B, and part of Lot 48B, Marian Park, all located in the North ½ of Section 25, T14, R13E of the 6th P.M., Sarpy County, Nebraska; and part of Lot 1, lying West of Canyon Road, the North 40' of Lot 2, and Lot 3B1, Jewell Place, all located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RS-120 for the purpose of single family residential development; preliminary plat Lots 1 through 3 , Hidden Hills 2nd Addition; and final plat Lots 1 through 3, Hidden Hills 2nd Addition.

On June 25, 2020 the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area, as well as an amendment to the Future Land Use Map of the Comprehensive Plan to include this area as low density residential.

**VOTE:**

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

Planning Commission Hearing (s) was held on: June 25, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2005-04  
S-2005-08  
S-2005-09

FOR HEARING OF:  
REPORT 1#: June 25, 2020  
REPORT 2#: July 21, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

Sherwood Properties  
14711 Industrial Road  
Omaha, NE 68144

#### B. PROPERTY OWNER:

Sherwood Properties  
14711 Industrial Road  
Omaha, NE 68144

#### C. GENERAL LOCATION:

Southwest of the intersection of Combs Road and Canyon Road

#### D. LEGAL DESCRIPTION:

Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lots 43B1, 47B, and part of Lot 48B, Marian Park, all located in the North ½ of Section 25, T14, R13E of the 6th P.M., Sarpy County, Nebraska; and part of Lot 1, lying West of Canyon Road, the North 40' of Lot 2, and Lot 3B1, Jewell Place, all located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 3, Hidden Hills 2<sup>nd</sup> Addition, from RE to RS-120 for the purpose of single family residential development.
2. Preliminary plat Lots 1 through 3, Hidden Hills 2<sup>nd</sup> Addition.

3. Final plat Lots 1 through 3, Hidden Hills 2<sup>nd</sup> Addition.

**F. EXISTING ZONING AND LAND USE:**

RE, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone, preliminary plat, and final plat to allow for single family residential development.

**H. SIZE OF SITE:**

The site is approximately 2.98 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is currently vacant; heavily wooded, covered with vegetation, and the terrain is rough with steep slopes.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential, RE and RS-120
- 2. **East:** Single Family Residential, RS-120-PS
- 3. **South:** Single Family Residential, RE and RS-120-PS
- 4. **West:** Single Family Residential, RS-120 and RS-84

**C. REVELANT CASE HISTORY:**

- 1. On June 25, 2020 the Planning Commission recommended approval of a request to rezone Lots 1 through 3 Hidden Hills 2<sup>nd</sup> Addition, and preliminary plat and final plat Lots 1 through 3 Hidden Hills 2<sup>nd</sup> Addition, as well as an amendment to the Future Land Use Map of the Comprehensive Plan to include this area as low density residential.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
- 2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
- 3. Chapter 4, Subdivision Regulations, regarding Final Plats.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as Rural Estates.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There is no traffic data information available for this area.
2. Proposed Lot 1 has access from Bellevue Boulevard. Proposed Lots 2 and 3 have access from Canyon Road. Proposed Lot 3 includes an access easement to proposed Lot 2.

#### **D. UTILITIES:**

All utilities are available to serve this development.

#### **E. ANALYSIS:**

1. Jerry Standerford, on behalf of Sherwood Properties, has submitted a request to preliminary plat and final plat Lots 1 through 3, Hidden Hills 2nd Addition, for the purpose of single family residential development.
2. The applicant is also requesting a change of zone from RE to RS-120 (Single Family Residential, 12,000 Square Foot Zone) for proposed Lots 1 through 3.
3. The property is presently zoned RE. One of the primary setback differences is the RE zoning district requires a minimum 20 foot side yard setback, while the proposed RS-120 zone requires a minimum 10 foot side yard setback. The applicant has indicated a change of zone will minimize grading and tree removal on the proposed sites.
4. This application was sent out to the following departments and individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Chief of Police, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Dean Dunn, Public Works Engineering Manager, made comments pertaining to technical revisions to the preliminary plat and final plat. The applicant's engineer has satisfied the requested revisions.

No other comments were received on this case.

5. Combs Road will remain unimproved abutting these lots. The city does not have issue with this due to only three lots being created, and the existing terrain. Lot 1 will have access from Bellevue Boulevard, while Lot 3 will take access from Canyon Road. Lot 2 will also access Canyon Road via an access easement through Lot 3. The developer will extend the pavement from Canyon Road and further improve the intersection of Canyon Road and Combs Road with paving.

6. Proposed Lots 1 through 3 for which the RS-120 zoning is being requested for abuts several lots and subdivisions presently zoned RS-120. Additionally, staff believes the proposed zoning request is compatible with the surrounding neighborhoods and existing developments.

7. Based on its existing zoning, this property is designated for rural estates use in the Future Land Use Map of the Comprehensive Plan. If the aforementioned requests are approved, staff would also recommend including a motion for an amendment to the Future Land Use Map for this area to be low density residential.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and also based upon the lack of perceived negative impact to the surrounding neighborhood.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area, as well as an amendment to the Future Land Use Map of the Comprehensive Plan to include this area as low density residential.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2018 GIS aerial
3. Preliminary plat received June 18, 2020
4. Final plat received June 17, 2020
5. Letter from Mark Westergard received May 27, 2020
6. Letter from Hidden Hills Homeowner's Association received June 24, 2020

**VII. COPIES OF REPORT TO:**

1. Sherwood Properties (Jerry Standerford)
2. E & A Consulting Group, Inc
3. Mark Johnson, Attorney
4. Public Upon Request

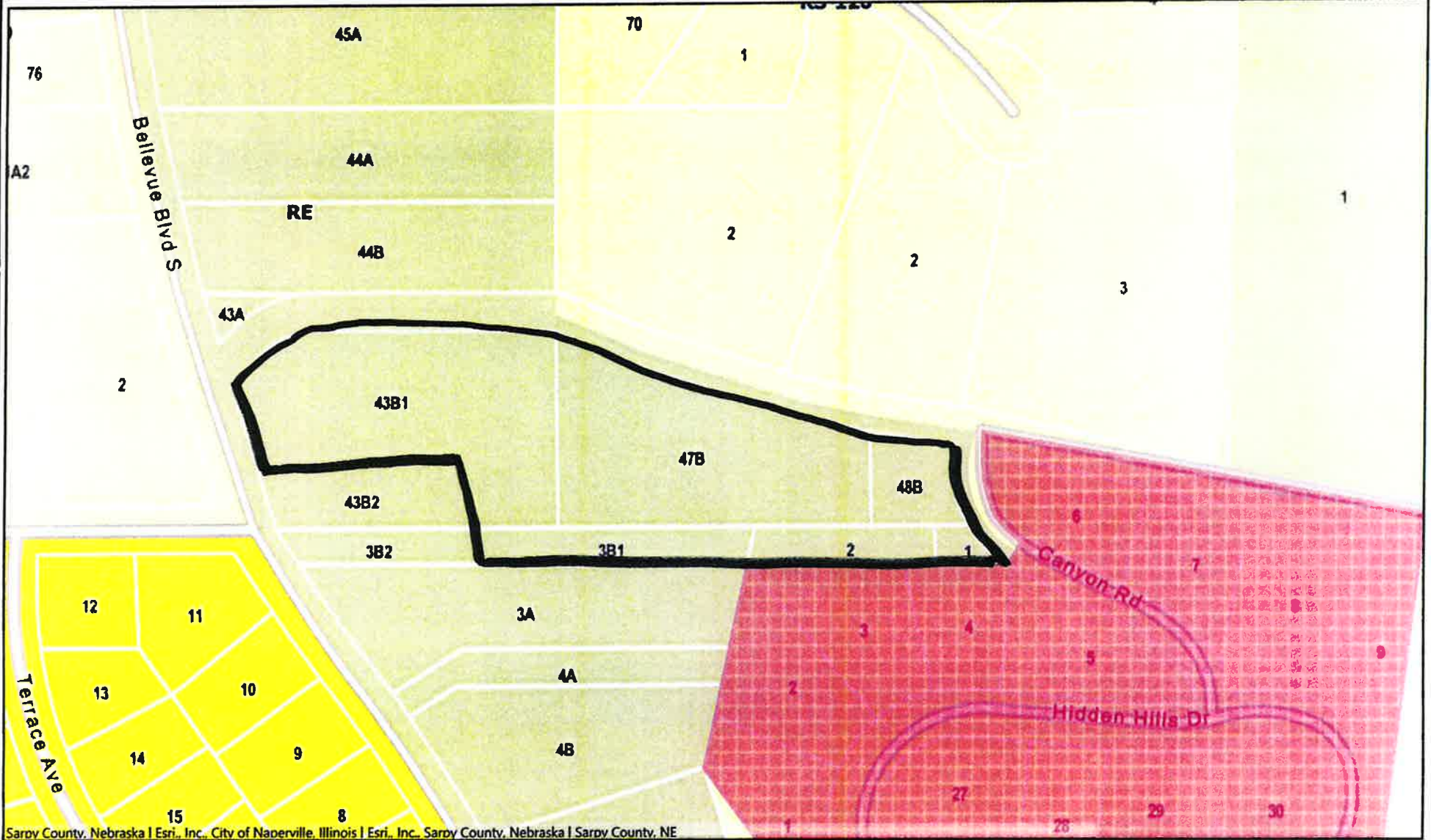
Angela Curry 6/29/20  
Prepared by: Date

Sammi L Palm 06/29/20  
Planning Manager Date

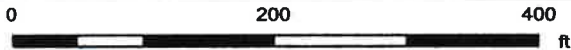


SARPY COUNTY  
NEBRASKA

# Combs Road and Canyon Road



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



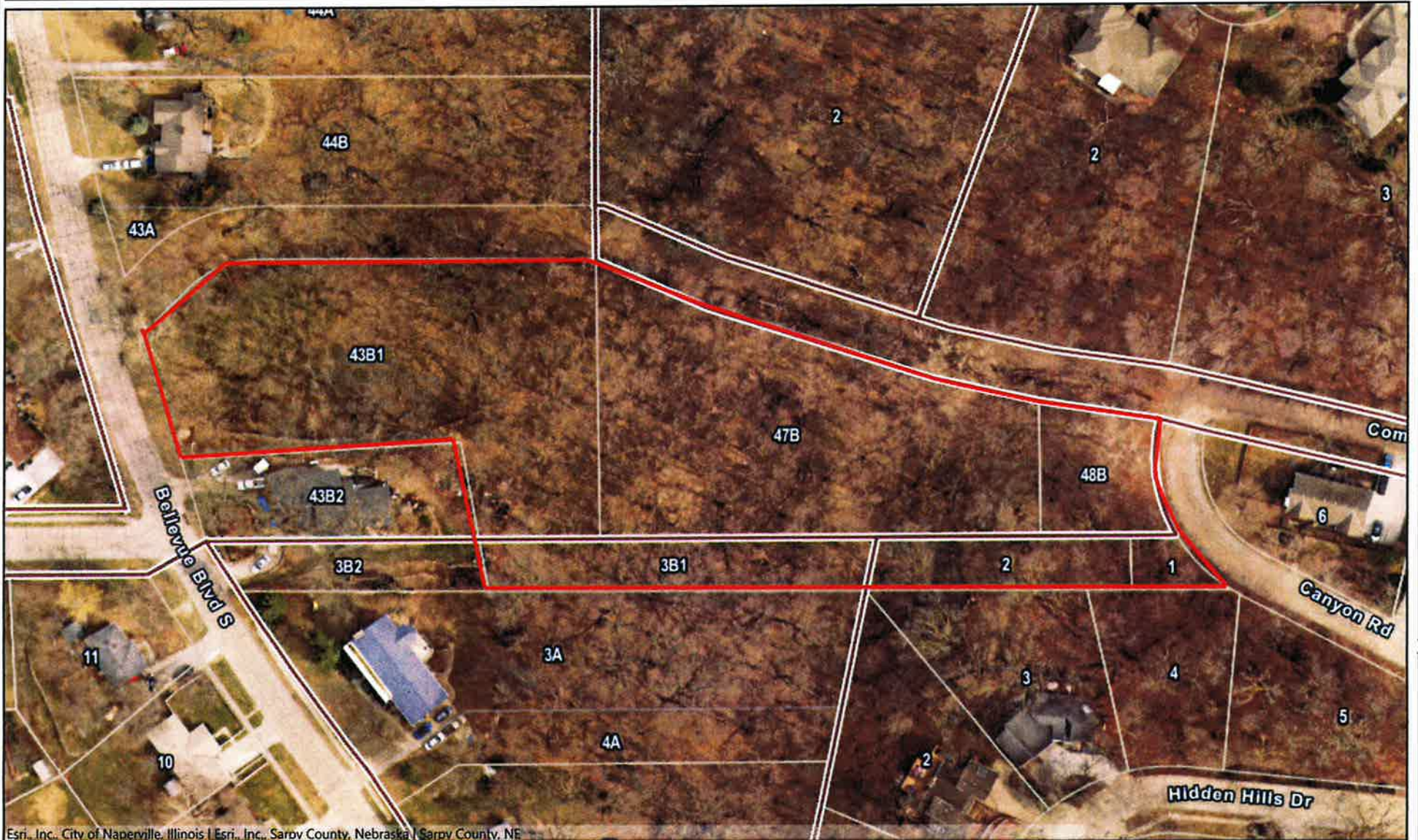
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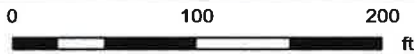


Notes





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



Map Scale 1: 1592

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Notes









E & A CONSULTING GROUP, INC.

Engineering Answers

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

May 27, 2020

Tammi Palm  
City of Bellevue, NE  
1510 Wall Street  
Bellevue, NE 68005

RE: Hidden Hills 2<sup>nd</sup> Addition – Zoning Justification Letter

Dear Tammi:

This plat of three large residential lots is requested to be re-zoned to RS-120 from RE. The justification for the request for RS-120 zoning is as follows:

- 1) This development is located in very rough terrain with steep slopes and heavily wooded areas. In order to site the homes in locations that will minimize grading and tree removals the RS-120 zoning allows 10' side yards vs. 20' in RE. Front and rear yard requirements are identical in the two zoning classifications at 35'. The 10' side yard will allow maximum flexibility in siting the homes.
- 2) There is an existing sanitary sewer line and associated permanent easement crossing the site. The logical location of placement of the lot line between Lots 1 and 2 is on the centerline of the easement. Doing this, the area of Lot 1 is 0.643 acres, less than the required 1 acre minimum in RE zoning and hence RS-120 is requested, with a 12,000 SF minimum lot area. It should be noted that although RS-120 zoning is requested for Lots 2 and 3 also, both of these lots exceed 1 acre in size.
- 3) Although the City's Future Land Use Map designates this area for "RE" land uses, most of the surrounding developments are zoned RS-120.

Sincerely,

E&A Consulting Group

Mark A. Westergard, PE

Cc: File

***Hidden Hills Homeowners' Association  
820 Hidden Hills Drive  
Bellevue, Nebraska***

June 24, 2020

Honorable Eric Ritz, Chairman  
Bellevue Planning Commission  
2020 City of Bellevue  
1510 Wall Street  
Bellevue NE 68005

***Subject: Sherwood Properties Application, Combs Road and Canyon Road  
Case Nos. Z-2005-04, S-2005-08 and S-2005-09***

Dear Chairman Ritz:

We are writing to express our opposition to Sherwood Properties' Application to rezone the above described property adjacent to Combs and Canyon Roads.

Nearly 40 residents and members of the Hidden Hills Homeowners' Association and other affected property owners believe that the proposed application will be detrimental to our community and are opposed to this application. We believe that the rezoned property will cause traffic and safety problems, destroy local wildlife habitats, water drainage challenges, and lower the property values in our community.

The Association has previously expressed its concern about the volume of nonresidential traffic through our community, and has asked city officials to moderate that traffic flow. This rezoning application will exacerbate an already problematic traffic flow.

Wildlife is abundant and welcomed in our community. If approved, this application will destroy their habitats. Any planned development of the property should consider the continuing impact on local wildlife habitats. This application does not do so.

Property values are likely to go down in our area if the rezoned property use is inconsistent with our developed community.

We respectfully urge you to deny the proposed rezoning application.

Thank you.

Sincerely,

Shiela Ausenbaugh  
Terry Ausenbaugh  
818 Hidden Hills Drive

John Carver  
Kelly Carver  
848 Hidden Hills Drive

Allison Haas  
845 Hidden Hills Drive

Joni Ann Brooks  
Jeffery Brooks  
829 Hidden Hills Drive

John Gentle  
814 Hidden Hills Drive

Mary Ann Johnson  
Wally Johnson  
820 Hidden Hills Drive

John Kawecki  
Janey Kawecki  
831 Hidden Hills Drive

Mary Leahy  
John Leahy  
843 Hidden Hills Drive

Rick Lempp,  
Michaeline Lempp  
811 Hidden Hills Drive

Bill Moseley  
Claudia Moseley  
841 Hidden Hills Drive

Elizabeth Lacy  
813 Hidden Hills Drive

Sharon Kelly  
Larry Pearce  
842 Hidden Hills Drive

Tom Polonis  
Judy Polonis  
809 Hidden Hills Drive

Don Ranheim  
Mary Lee Ranheim  
817 Hidden Hills Drive

Paul Snyder  
Myrna Snyder  
828 Hidden Hills Drive

Marcus Brown  
Tina Sonntag  
829 Hidden Hills Drive

Cliff Stults  
Hilde Stults  
833 Hidden Hills Drive

Bandon Wall  
Ashley Wall  
703 Canyon Road

Barb Weidinger  
Larry Weidinger  
846 Hidden Hills Drive

Nina Wolford  
Frederick Wolford  
805 Bellevue Blvd. South

cc: Dianna VanHorn, Planning Secretary

RECEIVED

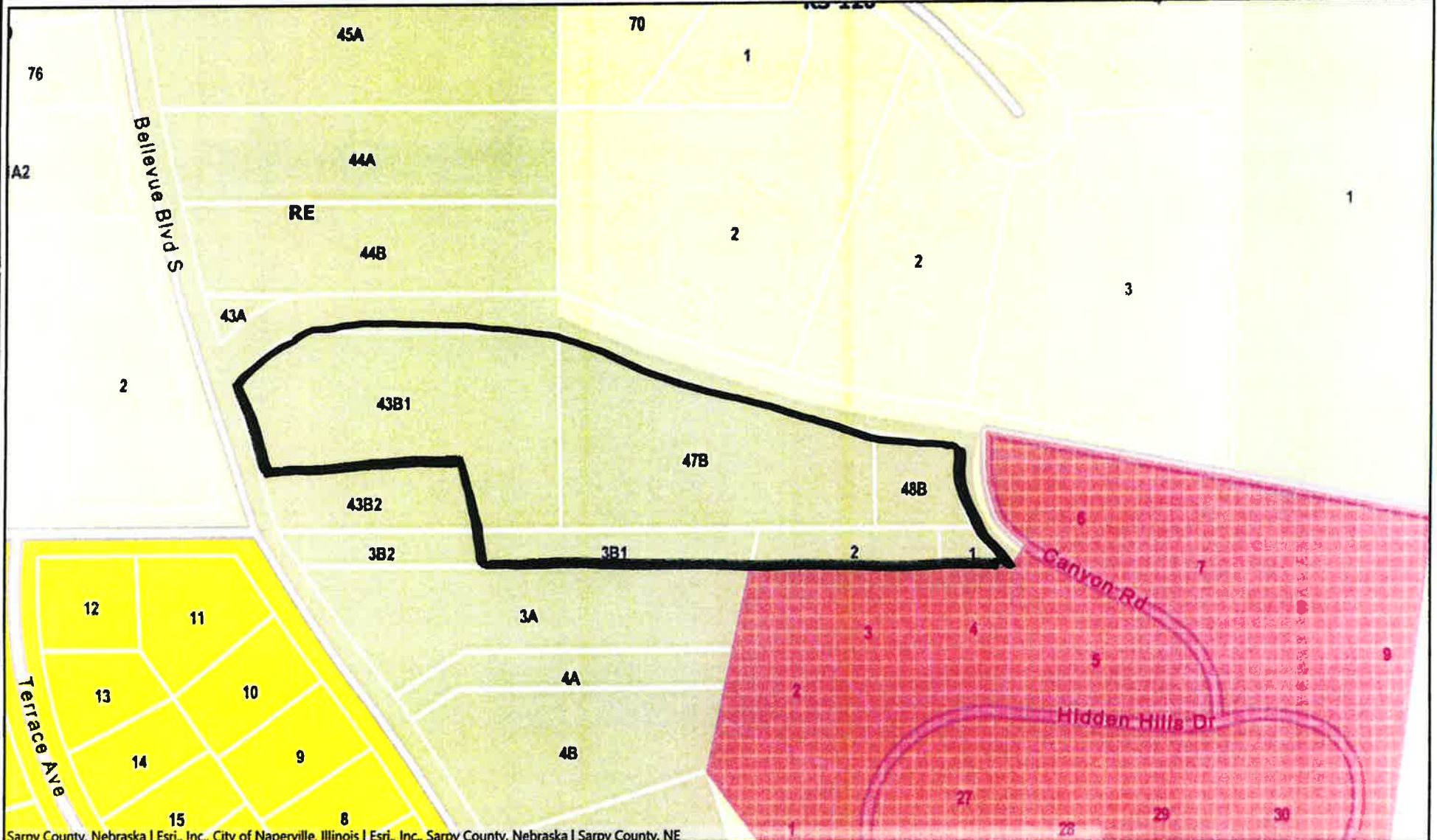
JUN 24 2020

PLANNING DEPT.



SARPY COUNTY  
NEBRASKA

# Combs Road and Canyon Road



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



Map Scale 1: 2257

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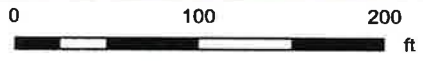


Notes





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



Map Scale 1: 1592

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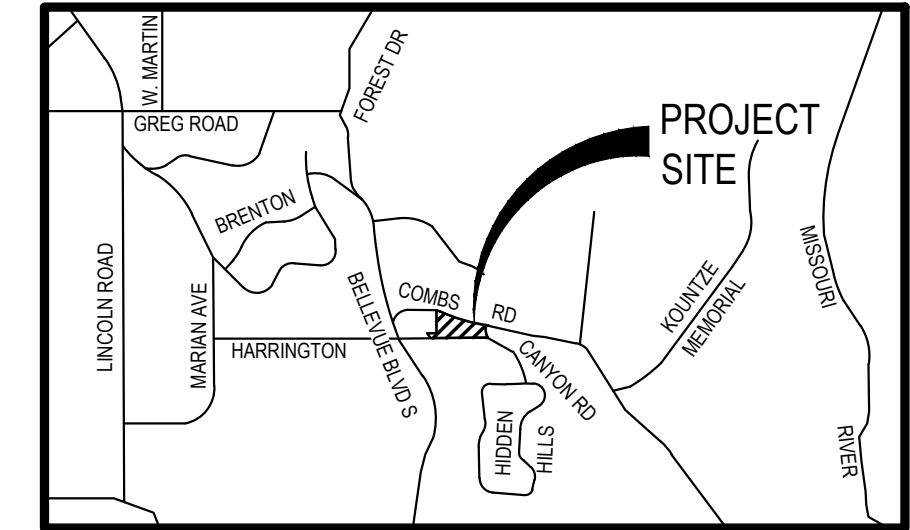
Notes



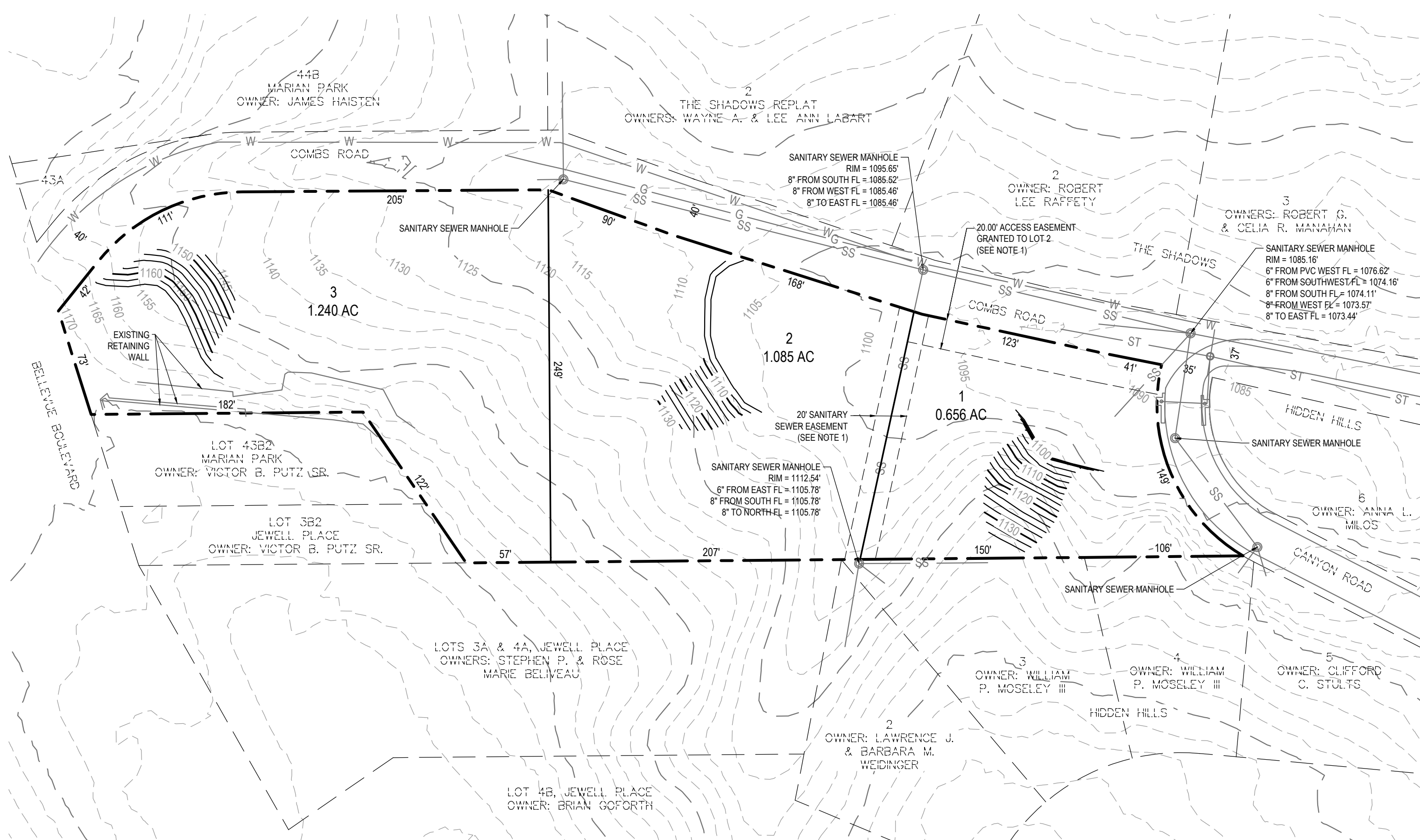
# HIDDEN HILLS 2ND ADDITION

## LOTS 1 THRU 3 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF LOTS 43B1 AND 47B, MARIAN PARK, A SUBDIVISION IN PART OF THE NE1/4 AND PART OF THE NW1/4 OF SECTION 25, AND PART OF LOT 48B, SAID MARIAN PARK, ALONG WITH PART OF LOTS 1 AND 2, JEWELL PLACE, A SUBDIVISION LOCATED IN PART OF THE SE1/4 AND PART OF THE SW1/4 OF SAID SECTION 25 AND ALL OF LOT 3B1, SAID JEWELL PLACE, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- 1120 EXIST. MAJOR CONTOURS
- 1122 EXIST. MINOR CONTOURS
- 1120 PROP. MAJOR CONTOURS
- 1122 PROP. MINOR CONTOURS
- SS SS SANITARY SEWER LINE
- G G GAS LINE

**LEGAL DESCRIPTION**

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SAID TRACT OF LAND CONTAINS 129,872 SQUARE FEET OR 2.981 ACRES, MORE OR LESS.

**DEVELOPER/OWNER**  
 SHERWOOD PROPERTIES LLC  
 14711 INDUSTRIAL ROAD  
 OMAHA, NE 68144

**ZONING:**

EXISTING	RE	
PROPOSED:	RS-120, LOT 1	0.656 AC
	RS-120, LOT 2	1.085 AC
	RS-120, LOT 3	1.240 AC
	<b>TOTAL:</b>	<b>2.981 AC</b>

- NOTES:**
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2007.025.002
Date:	05.22.2020
Designed By:	JRS
Drawn By:	EHN
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Sheet:	1 of 1

Revisions	
No.	Description
1	REVISED PER COUNTY COMMENTS
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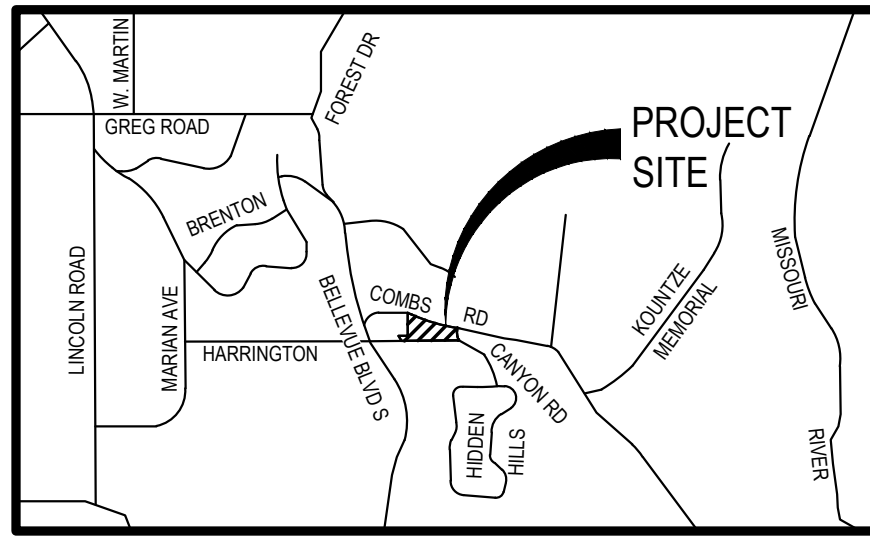
**PRELIMINARY PLAT**

**HIDDEN HILLS 2ND ADDITION**  
 LOTS 1 THRU 3 INCLUSIVE  
 BELLEVUE, NEBRASKA



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

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
 Phone: 402.895.4700 • Fax: 402.895.3599  
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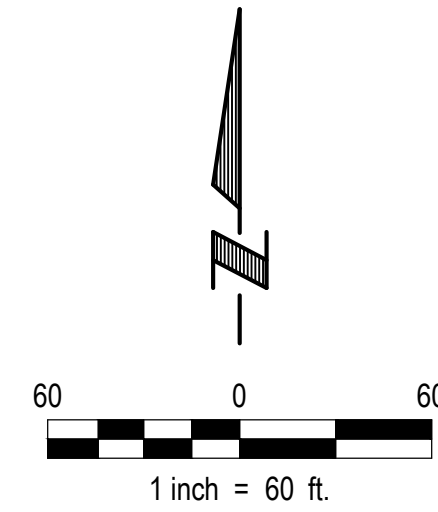


VICINITY MAP

# HIDDEN HILLS 2ND ADDITION

## LOTS 1 THRU 3 INCLUSIVE

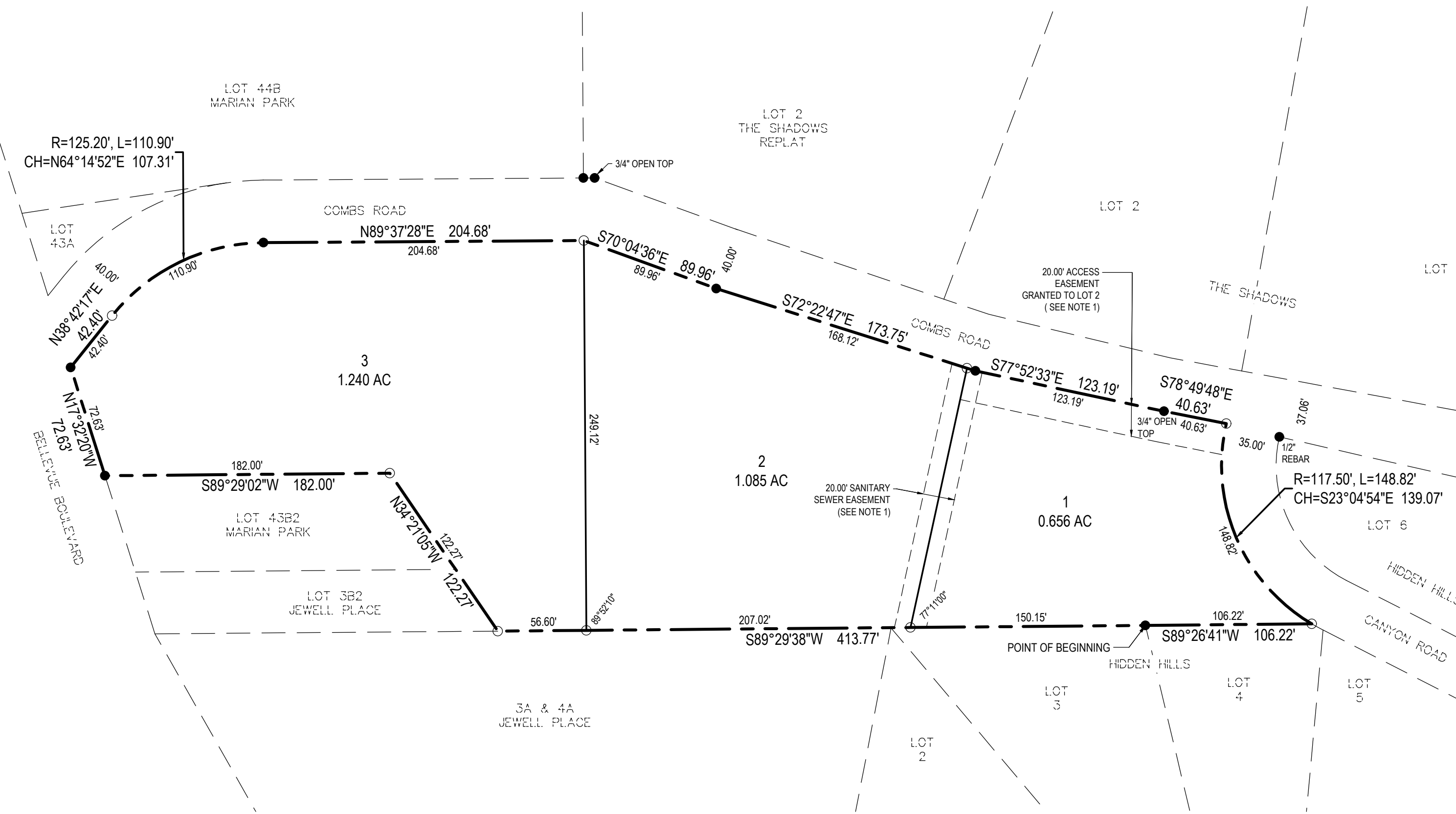
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### LEGEND

- BOUNDARY LINE
- LOT LINE
- - - EASEMENTS
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS
- PINS FOUND 3/4" PINCHED TOP (UNLESS NOTED)
- 5/8" REBAR SET WITH CAP LS-608

RS-120 ZONING SETBACK TABLE (LOTS 1 THRU 3)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'



### NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SHERWOOD PROPERTIES, LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HIDDEN HILLS 2ND ADDITION (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

SHERWOOD PROPERTIES, LLC

JERRY STANDERFORD, MEMBER DATE

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JERRY STANDERFORD, MEMBER OF SHERWOOD PROPERTIES, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

### BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF HIDDEN HILLS 2ND ADDITION (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

MAYOR

ATTEST

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN HIDDEN HILLS 2ND ADDITION (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN ALL OF LOTS 43B1 AND 47B, MARIAN PARK, A SUBDIVISION IN PART OF THE NE1/4 AND PART OF THE NW1/4 OF SECTION 25, AND PART OF LOT 48B, SAID MARIAN PARK, ALONG WITH PART OF LOTS 1 AND 2, JEWELL PLACE, A SUBDIVISION LOCATED IN PART OF THE SE1/4 AND PART OF THE SW1/4 OF SAID SECTION 25 AND ALL OF LOT 3B1, SAID JEWELL PLACE, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, HIDDEN HILLS, A SUBDIVISION LOCATED IN PART OF SAID SE1/4 OF SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3, SAID HIDDEN HILLS, THENCE S89°29'38"W (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 3, HIDDEN HILLS, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOT 3A, SAID JEWELL PLACE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 3B1, JEWELL PLACE, A DISTANCE OF 413.77 TO THE SOUTHWEST CORNER OF SAID LOT 3B1, JEWELL PLACE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 3B2, SAID JEWELL PLACE; THENCE N34°21'05"W ALONG THE WESTERLY LINE OF SAID LOT 3B1, JEWELL PLACE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 3B2, JEWELL PLACE, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 43B2, MARIAN PARK, A DISTANCE OF 122.27 FEET TO THE NORTHEAST CORNER OF SAID LOT 43B2, MARIAN PARK; THENCE S89°29'02"W ALONG SAID SOUTHERLY LINE OF LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 43B2, MARIAN PARK, A DISTANCE OF 182.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43B1, MARIAN PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 43B2, MARIAN PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 43B2, MARIAN PARK; THENCE N17°32'20"W ALONG THE WESTERLY LINE OF SAID LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF BELLEVUE BOULEVARD; A DISTANCE OF 72.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 43B1, MARIAN PARK, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF BELLEVUE BOULEVARD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 43B1, 47B AND 48B, MARIAN PARK, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD ON THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) THENCE N38°42'17"E, A DISTANCE OF 42.40 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.20 FEET, A DISTANCE OF 110.90 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°14'52"E, A DISTANCE OF 107.31 FEET; (3) THENCE N89°37'28"E, A DISTANCE OF 204.68 FEET; (4) THENCE S70°04'36"E, A DISTANCE OF 89.96 FEET; (5) THENCE S72°22'47"E, A DISTANCE OF 173.75 FEET; (6) THENCE S77°52'33"E, A DISTANCE OF 123.19 FEET; (7) THENCE S78°49'48"E, A DISTANCE OF 40.63 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF CANYON ROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CANYON ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 117.50 FEET, A DISTANCE OF 148.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S23°04'54"E, A DISTANCE OF 139.07 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4, HIDDEN HILLS; THENCE S89°26'41"W ALONG SAID NORTHERLY LINE OF LOT 4, HIDDEN HILLS, A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 129,872 SQUARE FEET OR 2.981 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608 DATE

### APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF HIDDEN HILLS 2ND ADDITION (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HIDDEN HILLS 2ND ADDITION WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR / ENGINEER



Revisions	Date	Description
1	06/15/20	REVISED PER COUNTY COMMENTS
2	06/17/20	REVISED PER COUNTY COMMENTS

Proj No:	P2007.025.002
Date:	09/22/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 60'
Sheet:	1 of 1

## ORDINANCE NO. 4001

**A**N 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 COMBS ROAD AND CANYON ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

**W**HEREAS, 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:

**B**E IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

**S**ection 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:

Lots 1 through 3, Hidden Hills 2nd Addition, being a replat of Lots 43B1, 47B, and part of Lot 48B, Marian Park, all located in the North ½ of Section 25, T14, R13E of the 6th P.M., Sarpy County, Nebraska; and part of Lot 1, lying West of Canyon Road, the North 40' of Lot 2, and Lot 3B1, Jewell Place, all located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RE, (Residential Estates) to RS-120, (Single Family Residential, 12,000 Square Foot Zone)

(Sherwood Properties, LLC)

**S**ection 2. This ordinance shall not take effect until such time as the final plat of Hidden Hills 2<sup>nd</sup> Addition is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

**A**DOPTEd by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 07/07/2020  
Second Reading: 07/21/2020  
Third Reading: 08/04/2020

## Susan Kluthe

---

**From:** Waldon Johnson <wjohnson93@cox.net>  
**Sent:** Tuesday, July 14, 2020 10:48 AM  
**To:** Susan Kluthe  
**Subject:** RE: Letter to the City Council re agenda item for 21 Jun 2020 meeting

Now that I have a copy of the report from the Planning Commission meeting, which I am sharing with neighbors, may we submit additional questions/comments? I do know that the agenda with our first submission will be sent to council members today.

One concern: The report says access to lots 2 and 3 will be via an easement and will not use the old Combs Rd., which the city abandoned over 40 years ago. Access will be onto Canyon Road only. We'd like to know where the proposed easement and access will be sited. May have other concerns after folks have read the report.

Thank you very much,  
Mary Ann Johnson  
402-292-3266

**From:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Sent:** Tuesday, July 14, 2020 10:03 AM  
**To:** Waldon Johnson <wjohnson93@cox.net>  
**Subject:** Re: Letter to the City Council re agenda item for 21 Jun 2020 meeting

Thank you! We will attach to Council packet for that item!


Get [Outlook for iOS](#)

On Mon, Jul 13, 2020 at 2:54 PM -0500, "Waldon Johnson" <[wjohnson93@cox.net](mailto:wjohnson93@cox.net)> wrote:

I will bring in a copy of the signed letter yet this afternoon. Please let me know if there is anything else I must provide regarding having Hidden Hills and other Bellevue residents' concerns about the item on the 21 July 2020 City Council agenda.

Thank you,  
Mary Ann Johnson  
402-292-3266

---

 Virus-free. [www.avast.com](http://www.avast.com)

**RECEIVED**  
**JUL 14 2020**  
**CITY CLERK**

*Hidden Hills Homeowners' Association  
820 Hidden Hills Drive  
Bellevue, Nebraska*

July 13, 2020

Bellevue City Council  
City of Bellevue  
1510 Wall Street  
Bellevue NE 68005

*Subject: Sherwood Properties Application, Combs Road and Canyon Road  
Case Nos. Z-2005-04, S-2005-08 and S-2005-09*

Dear Council Members,

Many residents and members of the Hidden Hills Homeowners' Association and other affected property owners believe that the proposed application will be detrimental to our community and are opposed to this application. We believe that the rezoned property will cause drainage and erosion issues that will adversely affect properties in our area.

Below is a listing of residents' questions and concerns, which we ask be answered in consideration of the Sherwood Properties' request:

- What assurance can you give residents that once combined, the three Sherwood Properties' rezoned and re-platted lots will be limited to no more than one house per lot? What prevents the developer from subdividing the lots further if there are no buyers for each of the large lots?
- The developer's representative stated at the Planning Commission hearing that homes would be in the \$350,000+ range. Is there any enforcement of that statement?
- The city could not keep the old Combs Road open because of excessive runoff from Bellevue Blvd. South. Was there a hydrological or erosion study conducted before or after the roadway was abandoned? What, if anything, has changed since the time that the road was abandoned to improve drainage?
- Who is responsible for building and maintaining the new stretch of Combs Road?
- Will Combs Road be a dedicated city street or a private road?
- What is the cost to Bellevue taxpayers to service and maintain a dedicated city street that has only two residences on it?
- Will the existing gravel over dirt portion of Combs Road intersecting with Canyon Drive be resurfaced before development begins?
- Hidden Hills Drive is not designed to accommodate heavy construction equipment. Will the developer and subcontractors be required to use only Bellevue Blvd. South, Main Street, and Combs Road to access the two lower lots?

**RECEIVED**  
**JUL 13 2020**  
**CITY CLERK**

- How will the city address runoff from the three lots? Will the city repeat what it has done elsewhere in Hidden Hills? For example:
  - Runoff from Bellevue Blvd. South and Hidden Hills Drive runs unchecked into storm drains. That runoff continues to carve massive channels onto Waldruh property and through Jewell Park.
  - The city did a complete a project between 827 and 829 Hidden Hills Drive to stabilize an eroding hillside but has not addressed erosion and channeling farther along the embankment to the south.
- The Milos' property at the intersection of Combs and Canyon Roads is below roadway level. How will the city protect that property from flooding?
- Residents of homes abutting the Sherwood Properties' lots are concerned that trees and other vegetation will be clear cut immediately, thus leaving the lots lying vacant and susceptible to erosion for a long period of time. Will the developer wait until there is a buyer before taking down trees?

We respectfully urge you to deny the proposed application.

Thank you.

Sincerely,



Mary Ann Johnson, President of the Hidden Hills Homeowner's Association

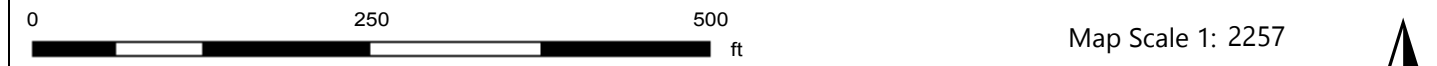
Cc: Susan Kluthe, Bellevue City Clerk

RECEIVED  
JUL 13 2020  
CITY CLERK



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

Notes



Map Scale 1: 2257



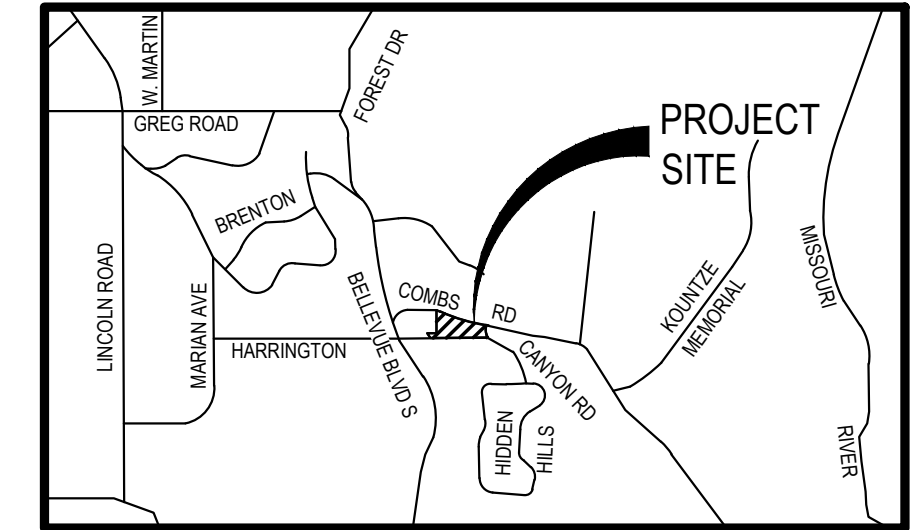
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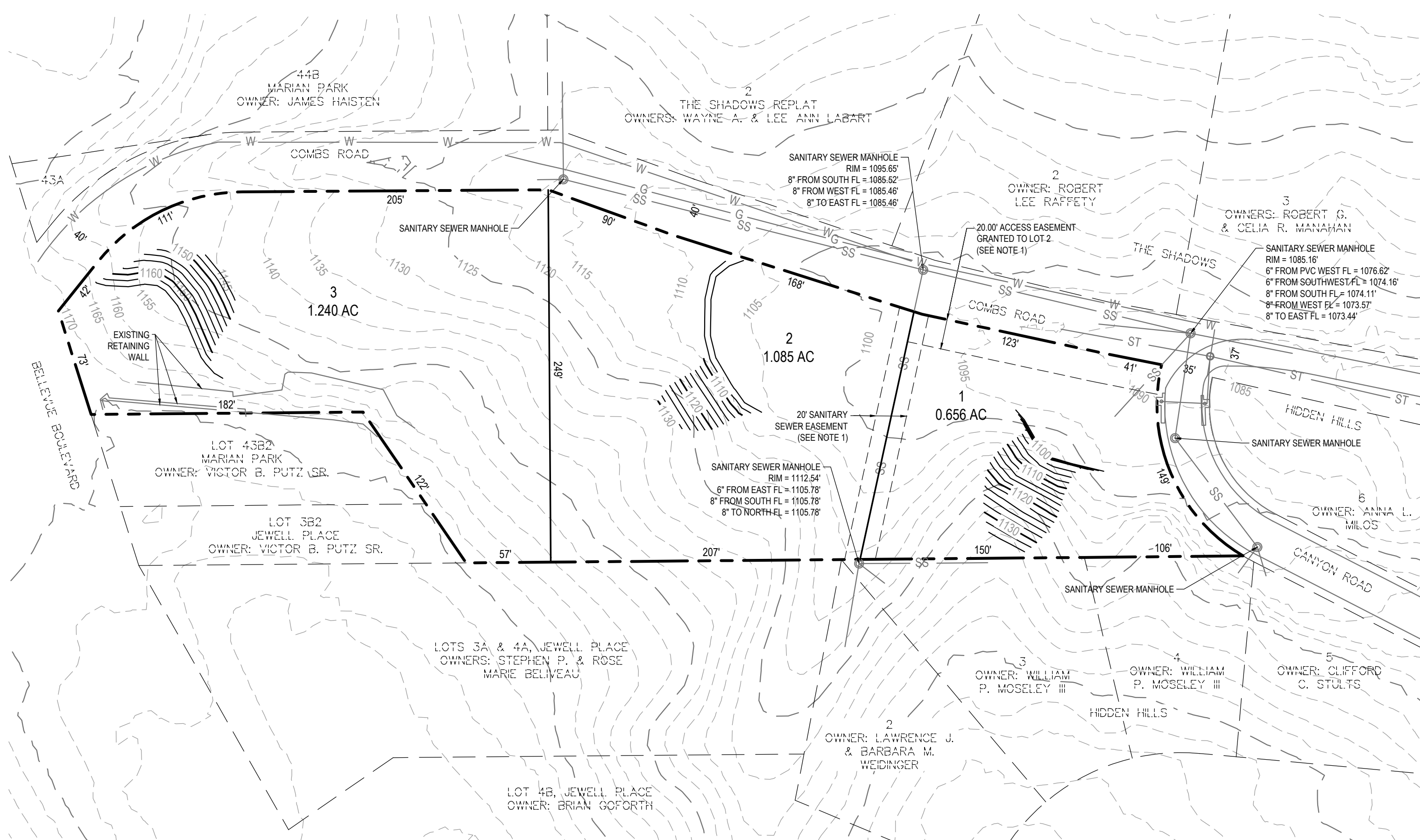
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VICINITY MAP



**LEGEND**

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- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENTS
- - - 1120 - - - EXIST. MAJOR CONTOURS
- - - 1122 - - - EXIST. MINOR CONTOURS
- - - 1120 - - - PROP. MAJOR CONTOURS
- - - 1122 - - - PROP. MINOR CONTOURS
- SS-SS- SANITARY SEWER LINE
- G-G- GAS LINE

**LEGAL DESCRIPTION**

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**DEVELOPER/OWNER**  
 SHERWOOD PROPERTIES LLC  
 14711 INDUSTRIAL ROAD  
 OMAHA, NE 68144

**ZONING:**

EXISTING	RE	
PROPOSED:	RS-120, LOT 1	0.656 AC
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	RS-120, LOT 3	1.240 AC
	<b>TOTAL:</b>	<b>2.981 AC</b>

- NOTES:**
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2007.025.002
Date:	05.22.2020
Designed By:	JRS
Drawn By:	EHN
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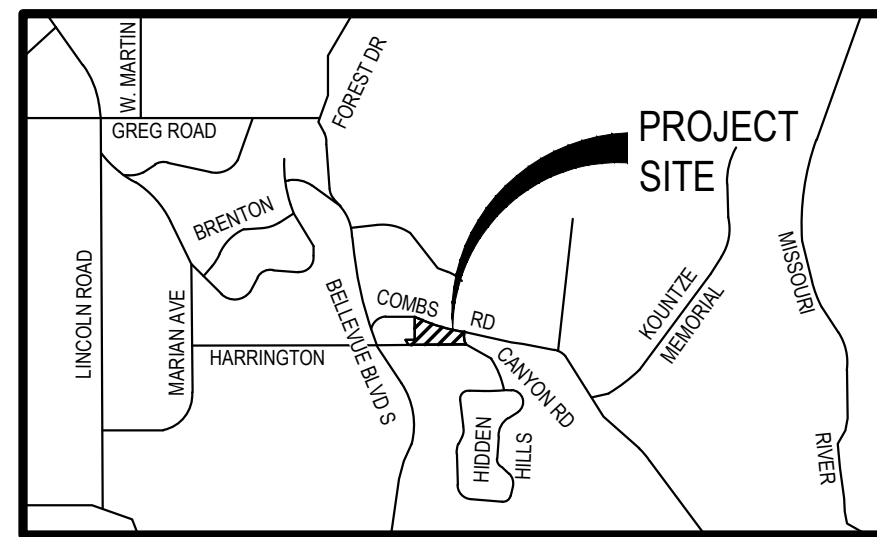
**PRELIMINARY PLAT**

**HIDDEN HILLS 2ND ADDITION**  
 LOTS 1 THRU 3 INCLUSIVE  
 BELLEVUE, NEBRASKA



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

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
 Phone: 402.895.4700 • Fax: 402.895.3599  
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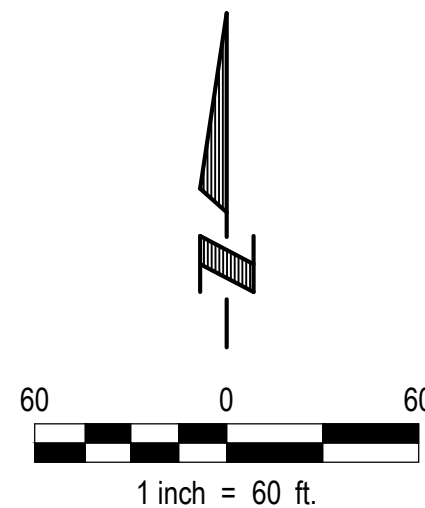


VICINITY MAP

# HIDDEN HILLS 2ND ADDITION

## LOTS 1 THRU 3 INCLUSIVE

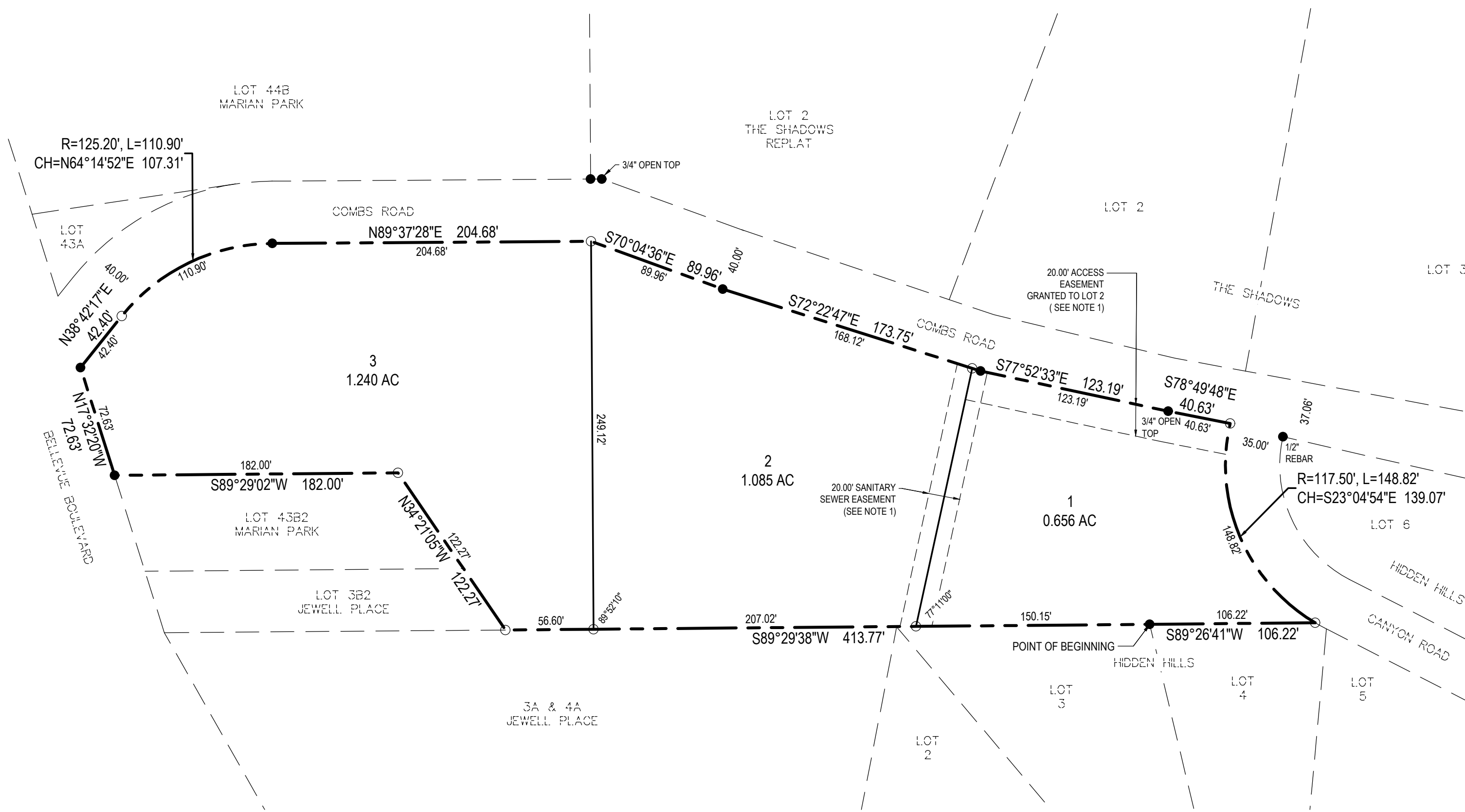
A TRACT OF LAND LOCATED IN ALL OF LOTS 43B1 AND 47B, MARIAN PARK, A SUBDIVISION IN PART OF THE NE1/4 AND PART OF THE NW1/4 OF SECTION 25, AND PART OF LOT 48B, SAID MARIAN PARK, ALONG WITH PART OF LOTS 1 AND 2, JEWELL PLACE, A SUBDIVISION LOCATED IN PART OF THE SE1/4 AND PART OF THE SW1/4 OF SAID SECTION 25 AND ALL OF LOT 3B1, SAID JEWELL PLACE, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



### LEGEND

- BOUNDARY LINE
- \_\_\_ LOT LINE
- - - EASEMENTS
- · - EXIST. PROPERTY LINES
- · - EXIST. EASEMENTS
- PINS FOUND 3/4" PINCHED TOP (UNLESS NOTED)
- 5/8" REBAR SET WITH CAP LS-608

RS-120 ZONING SETBACK TABLE (LOTS 1 THRU 3)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'



### NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SHERWOOD PROPERTIES, LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HIDDEN HILLS 2ND ADDITION (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

SHERWOOD PROPERTIES, LLC

JERRY STANDERFORD, MEMBER DATE \_\_\_\_\_

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JERRY STANDERFORD, MEMBER OF SHERWOOD PROPERTIES, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC \_\_\_\_\_

### BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF HIDDEN HILLS 2ND ADDITION (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

MAYOR \_\_\_\_\_

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

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN HIDDEN HILLS 2ND ADDITION (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN ALL OF LOTS 43B1 AND 47B, MARIAN PARK, A SUBDIVISION IN PART OF THE NE1/4 AND PART OF THE NW1/4 OF SECTION 25, AND PART OF LOT 48B, SAID MARIAN PARK, ALONG WITH PART OF LOTS 1 AND 2, JEWELL PLACE, A SUBDIVISION LOCATED IN PART OF THE SE1/4 AND PART OF THE SW1/4 OF SAID SECTION 25 AND ALL OF LOT 3B1, SAID JEWELL PLACE, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, HIDDEN HILLS, A SUBDIVISION LOCATED IN PART OF SAID SE1/4 OF SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3, SAID HIDDEN HILLS; THENCE S89°29'38"W (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 3, HIDDEN HILLS, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOT 3A, SAID JEWELL PLACE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 3B1, JEWELL PLACE, A DISTANCE OF 413.77 TO THE SOUTHWEST CORNER OF SAID LOT 3B1, JEWELL PLACE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 3B2, SAID JEWELL PLACE; THENCE N34°21'05"W ALONG THE WESTERLY LINE OF SAID LOT 3B1, JEWELL PLACE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 3B2, JEWELL PLACE, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 43B2, MARIAN PARK, A DISTANCE OF 122.27 FEET TO THE NORTHEAST CORNER OF SAID LOT 43B2, MARIAN PARK; THENCE S89°29'02"W ALONG SAID SOUTHERLY LINE OF LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 43B2, MARIAN PARK, A DISTANCE OF 182.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43B1, MARIAN PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 43B2, MARIAN PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 43B1, MARIAN PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 43B2, MARIAN PARK, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLEVUE BOULEVARD; THENCE N17°32'20"W ALONG THE WESTERLY LINE OF SAID LOT 43B1, MARIAN PARK, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF BELLEVUE BOULEVARD, A DISTANCE OF 72.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 43B1, MARIAN PARK, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF BELLEVUE BOULEVARD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 43B1, 47B AND 48B, MARIAN PARK, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD ON THE FOLLOWING SEVEN (7) DESCRIBED COURSES: (1) THENCE N38°42'17"E, A DISTANCE OF 42.40 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.20 FEET, A DISTANCE OF 110.90 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°14'52"E, A DISTANCE OF 107.31 FEET; (3) THENCE N89°37'28"E, A DISTANCE OF 204.68 FEET; (4) THENCE S70°04'36"E, A DISTANCE OF 89.96 FEET; (5) THENCE S72°22'47"E, A DISTANCE OF 173.75 FEET; (6) THENCE S77°52'33"E, A DISTANCE OF 123.19 FEET; (7) THENCE S78°49'48"E, A DISTANCE OF 40.63 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF CANYON ROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CANYON ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 117.50 FEET, A DISTANCE OF 148.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S23°04'54"E, A DISTANCE OF 139.07 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4, HIDDEN HILLS; THENCE S89°26'41"W ALONG SAID NORTHERLY LINE OF LOT 4, HIDDEN HILLS, A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 129,872 SQUARE FEET OR 2.981 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608 DATE \_\_\_\_\_

### APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF HIDDEN HILLS 2ND ADDITION (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE \_\_\_\_\_

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HIDDEN HILLS 2ND ADDITION WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY SURVEYOR / ENGINEER \_\_\_\_\_

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



HIDDEN HILLS 2ND ADDITION  
LOTS 1 THRU 3 INCLUSIVE  
BELLEVUE, NEBRASKA

FINAL PLAT

Revisions	Description	Date
1	REVISED PER COUNTY COMMENTS	06/15/20
2	REVISED PER COUNTY COMMENTS	06/17/20

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11b.  
08/04/2020

COUNCIL MEETING DATE: 07/07/2020		SUBMITTED BY: Legal		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

City Trees

SYNOPSIS/BACKGROUND:

An Ordinance to amend section 29.5-1 through 29.5-25 of the Bellevue Municipal Code pertaining to the City Trees. This ordinance is being updated to reflect more efficient practices and procedures as to the maintenance of city trees.

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 an Ordinance to amend Section 29.5-1 through 29.5-25 of the Bellevue Municipal Code pertaining to the City Trees.

ATTACHMENTS:

1. Ordinance City Trees- Redlined 2. Ordinance City Trees - Clean 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Boyd Roblins*

*[Signature]*

*[Signature]*

AN ORDINANCE TO AMEND SECTION 29.5-1 THROUGH 29.5-25 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY TREES; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 29.5-1 through 29.5-25 of the Bellevue Municipal Code are hereby amended to read as follows:

**CHAPTER 29.5  
CITY TREES**

**Sec. 29.5-1. Title.**

This chapter shall be known and may be cited as the City Tree Ordinance of ~~the~~ Bellevue, Nebraska.

**Sec. 29.5-2. Purpose.**

The purpose of this chapter is to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the city. As the home of Fontenelle Forest and a designated Community Arboretum, the city is committed to establishing policies, regulations and standards necessary to ensure that that the city will continue to realize the benefits provided by its community forest.

**Sec. 29.5-3. Applicability.**

This chapter provides full power and authority over all trees, plants, **woody vines** and shrubs located within street rights-of-way, parks and public places of the city; **trees**, plants, **woody vines** and shrubs located on private property that constitute historical significance or a risk hazard described herein.

**Sec. 29.5-4. Definitions.**

For the purposes of this chapter, the following terms **are defined and** mean:

- (a) *Street trees*: ~~"Street trees" are herein defined as~~ Trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.
- (b) *Park trees*: ~~"Park trees" are herein defined as~~ Trees, shrubs, bushes, and all other woody vegetation in public parks and all areas owned by the city, or to which the public has free access as a park.

- 1  
2 (c) *Public trees*: ~~"Public trees" are herein defined as~~ Both park trees and street trees plus all  
3 other trees, shrubs, bushes and other woody vegetation on land designated as public.  
4  
5 (d) *Historical trees*: ~~"Historical trees" are herein defined as~~ Trees, shrubs, bushes, and all other  
6 woody vegetation that have significant historical value to the city so designated by the city  
7 tree board and approved by the city council.  
8  
9 (e) *Risk trees*: ~~"Risk trees" are herein defined as~~ Trees, shrubs, bushes, and all other woody  
10 vegetation that present varying degrees of danger to persons, life, or property. Risk trees  
11 may be low risk, medium risk, and high risk, with high risk trees creating the most danger.  
12  
13 (f) *Healthy trees*: ~~"Healthy trees" are herein defined as~~ Trees, shrubs, bushes, and all other  
14 woody vegetation that provide a public benefit to the city and do not cause a public  
15 nuisance.  
16  
17 (g) *Small trees*: ~~"Small trees" are~~ Trees up to 30 feet tall, at maturity, as defined by the National  
18 Arbor Day Foundation.  
19  
20 (h) *Medium trees*: ~~"Medium trees" are~~ Trees between 30 and 70 feet tall, at maturity, as defined  
21 by the National Arbor Day Foundation.  
22  
23 (i) *Large trees*: ~~"Large trees" are~~ Trees over 70 feet tall, at maturity, as defined by the National  
24 Arbor Day Foundation.  
25  
26 (j) *Public nuisance*: ~~"Public nuisance" is herein defined as~~ Any tree that poses a threat to  
27 safety; an infectious disease or insect problem; dead or dying trees; a tree or limb that  
28 obstruct street lights, traffic signs, and the free passage of pedestrians or vehicles.  
29  
30 (k) *ANSI standards*: ~~"ANSI standards" are herein defined as~~ The American National Standard  
31 Institute's standards for proper tree planting and pruning techniques.  
32  
33 (l) *Arterial streets*: ~~"Arterial streets" are herein defined as~~ Streets that serve as the main  
34 thoroughfares in the city and provide access from one end of town to the next.  
35  
36 (m) *Collector streets*: ~~"Collector streets" are herein defined as~~ Streets that funnel into arterial  
37 streets from local streets.  
38  
39 (n) **Diseased trees**: A sustained and progressive impairment of the structure or function of any  
40 part of a living tree caused by non-living (abiotic) and living (biotic) factors or agents.  
41  
42 (o) **Tree Hazards**: All trees that exhibit the following symptoms or appearances:  
43  
44 1. **Pests**: Infestation of bugs causing wood destruction.  
45

1           2.       Decay: Visible symptoms that include mushroom-like spores, an expanded  
2 base, dead branches, and soft, breakable wood.

3  
4           3.       Weak Unions or Joints: A tree's branches that do not appear to be attached  
5 to the tree, branches that have grown too close together with bark in between, or branches  
6 that could fall at any time.

7  
8           4.       Cankers: Areas of dead bark on tree caused by bacteria/fungi that infect a  
9 tree through an open wound.

10  
11           5.       Deadwood: Wood that is dead, brittle and easy to break.

12  
13 **Sec. 29.5-5. Declaration of nuisance—Generally.**

14  
15           Notwithstanding sections 19-2 and 19-3 regarding nuisances in the city, any dead tree, any  
16 part of a dead tree, any fatally diseased or structurally weak tree, any part of a fatally diseased or  
17 structurally weak tree, or any logwood pile or cut wood unless debarked, which is a menace to  
18 public safety or endangers any building or other property, is hereby declared to be a public  
19 nuisance.

20  
21 **Sec. 29.5-6. ~~Same—maintenance Prohibited:~~ Nuisances.**

22  
23           It shall be unlawful for each and every owner, agent, occupant, tenant or person in  
24 possession, charge or control of any lot or ground located within the city to permit any nuisance  
25 coming under the provisions of this chapter to remain or exist on such lot or ground.

26  
27 **Sec. 29.5-7. Tree maintenance and care.**

28  
29           (a) *Public tree care.* The city shall have the right to plant, prune, maintain and remove trees,  
30 plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public  
31 grounds, as may be necessary to insure public safety or to preserve or enhance the  
32 symmetry and beauty of such public grounds. All work on trees shall be according to ANSI  
33 standards of tree planting, pruning and care. A copy of the ANSI standards is available at  
34 the permits and inspections office during normal business hours.

35  
36           (b) *Tree topping.* It shall be unlawful as a normal practice for any person, firm or city  
37 department to top any street tree, park tree, or other tree on public property. The term  
38 "topping" is defined as the severe cutting back of limbs to the stubs larger than three inches  
39 in diameter within the tree's crown to such a degree so as to remove the normal canopy and  
40 disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under  
41 utility wires or other obstructions where other pruning practices are impractical, shall be  
42 exempted from this provision.

43  
44           (c) *Pruning, corner clearance.* Every owner of any tree overhanging any street or right-of-  
45 way within the city shall prune the branches so that such branches shall not obstruct the

1 light from any street lamp or obstruct the view of any street intersection and so that there  
2 shall be a clear space of eight feet above the surface of sidewalks and 12 feet above streets.

3  
4 (1) The city shall have the right to prune any tree or shrub on private property when it  
5 interferes with utilities, the proper spread of light along the street from a street light,  
6 or interferes with visibility of any traffic control device or sign.

7  
8 (2) If the city determines that the traffic on an arterial or collector street is creating  
9 damage to the street trees, it can recommend a clearance of 14 feet be required over  
10 the said street.

11  
12 **Sec. 29.5-8. Examination of trees.**

13  
14 The city shall have the right to examine all trees, alive or dead, standing or fallen, and  
15 logwood piles or cut wood for the purpose of determining whether same are contagiously diseased,  
16 dead or hazardous, or otherwise not in full compliance with the provisions of this chapter, and in  
17 accordance with section 19-12, may enter upon any private properties where necessary to conduct  
18 such examinations. Such examinations shall include the right to take samples from such trees and  
19 logwood piles for laboratory testing.

20  
21 **Sec. 29.5-9. Procedure for notification and abatement; order to abate; request for hearing;**  
22 **cost reimbursement upon failure.**

23  
24 (a) Whenever a violation of the provisions of this article is found to exist by an examination  
25 conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent,  
26 occupant, tenant or person in possession, charge or control of the lot or ground upon which  
27 such violation is found to exist of the city's determination and issue an "Official Notice"  
28 ~~order~~ mandating such person(s) to abate and/or remove such nuisance. Such notice shall  
29 be delivered personally or by certified mail through the United States Post Office, directed  
30 to such person. If such certified mail is returned with a receipt showing that it has not been  
31 delivered to such person, the city may comply with the notice delivery requirements of this  
32 section by posting a copy of such notice in a conspicuous place on or about the property.  
33 A person receiving such notice may within five calendar days after the receipt of such  
34 notice request an impartial hearing with the Tree Board Arborist, City Administrator and/or  
35 his/her designee. ~~the city tree board as described in such notice. If a person receiving such~~  
36 ~~notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to~~  
37 ~~a timely request, then it shall be conclusively presumed that such person is in violation of~~  
38 ~~the provisions of this article as set forth in such notice.~~

39 (b) To request an impartial hearing, the "applicant" must:

40 (c) Complete, sign, and date the Applicant Statement on the front side of the Official Notice;  
41 and

42 (d) Return to the City Clerk's office within five calendar days, the completed applicant  
43 statement, the white copy of the Official Notice, together with a check in the amount of  
44 \$35.00 made payable to the City of Bellevue.

- 1 (e) When completing the Applicant Statement on the front side of the Official Notice, the  
2 applicant must briefly state the reason(s) for requesting the hearing and precisely explain  
3 the relief requested.
- 4 (f) Upon timely receiving the completed Applicant Statement on the front side of the Official  
5 Notice, together with all other required items, the City Clerk will contact the applicant in  
6 writing to inform the applicant of the date, time and place of the hearing. The City Clerk  
7 will notify the applicant per the requested contact method on the Official Notice which the  
8 applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office,  
9 **Tree Board Arborist** and the City Administrator of the requested hearing.

10  
11 ~~(b) Unless a person receiving a notice pursuant to this section successfully challenges the~~  
12 ~~nuisance violation set forth in such notice at a hearing requested pursuant to this section, such~~  
13 ~~person shall abate and/or remove such nuisance within 30 calendar days after the receipt of such~~  
14 ~~notice. If a person receiving such notice fails or refuses to comply with the order to abate and/or~~  
15 ~~remove such nuisance in a timely manner, the city may cause the abatement and/or removal of~~  
16 ~~such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in~~  
17 ~~possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs~~  
18 ~~incurred in abating and/or removing the same including but not limited to labor, equipment, and~~  
19 ~~disposal costs.~~

20  
21 **Sec. 29.5-10. Action by city.**

22  
23 If any owner, agent, occupant, tenant or person in possession, charge or control of any lot  
24 or ground, or any part of any lot or ground located within the city fails or refuses to comply with  
25 ~~an order to abate and/or remove a nuisance issued by the city pursuant to the notice requirements~~  
26 ~~of 29.5-9 above and the Official Notice and/or City Administrator and/or his/her designee's~~  
27 ~~findings, the city through its properly appointed designee shall have the power and is hereby~~  
28 ~~authorized and instructed, after the expiration of the timeframes in 29.5-9 30-calendar days after~~  
29 ~~the receipt of such notice and noncompliance therewith, to abate and/or remove such nuisance by~~  
30 ~~causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense~~  
31 ~~of such person. If the City abates and/or removes such nuisance pursuant to this section, the City~~  
32 ~~Clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person~~  
33 ~~in possession, charge or control of any lot or ground, or any part of any lot or ground located of~~  
34 ~~the costs and demand reimbursement of the same within thirty (30) days.~~

35  
36 **Sec. 29.5-11. Recovery of costs.**

37  
38 In the event any owner, agent, occupant, tenant or person in possession, charge or control  
39 of any lot or ground shall fail to pay the city, upon demand, for the costs incurred by the city in  
40 abating a nuisance in accordance with section 29.5-10, the city may assess such costs upon such  
41 lot or ground in the same manner as other special taxes for improvements are levied and assessed;  
42 or the city may initiate legal proceedings against any such person or persons in any court of  
43 competent jurisdiction for the amount of the reimbursable costs under the terms and provisions of  
44 this article and may recover a judgment against such person or persons for the amount so due,  
45 together with the maximum amount of interest allowed by law. The city also may initiate legal  
46 proceedings to recover costs against any person or entity responsible for damage to any Public

1 Trees, whether caused by negligence or intentional acts of the person or entity, with such costs to  
2 be determined by a formula listed in the master fee schedule. All available fines and fees collected  
3 will be credited to the general parks fund for tree care.  
4

5 **Sec. 29.5-12. Penalty.**  
6

7 Any person who violates any provision of this chapter or who fails to comply with any  
8 notice issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall  
9 be punished by a fine of \$250.00 for a first offense; \$500.00 for a second offense; \$1,000.00 for a  
10 third offense with an additional \$500.00 for each subsequent offense. Each day during which any  
11 violation of the provisions of this ordinance shall occur or continue shall be a separate offense. If,  
12 as the result of the violation of any provision of this ordinance, the injury, mutilation, or death of  
13 a tree, shrub, or other plant located on city-owned property is caused, the cost of repair or  
14 replacement, or the appraised dollar value of such tree, shrub, or other plant, shall be borne by the  
15 party in violation. The value of trees, shrubs and ~~shrubs~~-other plants shall be based upon a formula  
16 listed in the master fee schedule.  
17

18 **Sec. 29.5-13. Arborist license required.**  
19

- 20 (a) It shall be unlawful for any person to engage in the business or occupation of cutting,  
21 trimming, pruning, spraying or otherwise treating Public Trees or privately-owned trees,  
22 within the City of Bellevue, without having first secured a license to do so from the City  
23 Permits & Inspections Department.  
24
- 25 (b) The application for an Arborist License shall include all information required by the City  
26 Tree ordinance and each applicant shall comply with the reasonable requests of the City to  
27 supply additional or updated information. The City Permits & Inspection Department is  
28 authorized to develop additional license requirements and forms for permit applications.  
29
- 30 (c) An applicant must show proof of a valid current arborist certification from either the  
31 Nebraska Arborist Association or the International Society of Arboriculture or a City of  
32 Omaha issued current First or Second-class Arborist License. The arborist certification  
33 may be issued to the applicant or an employee, and at least one such valid certification  
34 must be current to the person, firm or business at all times of operation. Any applicant  
35 who sprays, injects, fertilizes or otherwise chemically treats any tree for pests or diseases  
36 shall show proof of a valid pesticide applicator's license issued by the Nebraska  
37 Department of Agriculture.  
38
- 39 (d) All vehicles associated with the person, firm or business, in the conduct of the business,  
40 shall have the name of the person, firm or business and the Arborist License number visibly  
41 displayed, clearly, on vehicles associated with such, in letters not less than two (2) inches  
42 high.  
43
- 44 (e) Nothing contained in the provisions of this article, except as provided in subsection (c)  
45 above, shall be interpreted as prohibiting the employment by a holder of an arborist's  
46 license of assistants who are not license holders; provided that the holder of the license

1 shall be equally responsible for all acts of his/her assistants as if he/she had done them  
2 himself/herself. The holder of the license shall be available to his/her assistants within sixty  
3 (60) miles from the work being performed.  
4

5 (f) Arborist Licenses under the provisions of this act shall be effective and valid from January  
6 1 through December 31 of each calendar year and shall not be assignable.  
7

8 (g) The fee for an Arborist License shall be set in the Master Fee Schedule and shall be paid  
9 annually as listed in (f) and may be paid up to three (3) years in advance.  
10

11 (h) Failure to make application and pay the renewal fee for a license renewal, before the  
12 expiration date thereof, subjects the applicant to pay the renewal fee, plus an additional late  
13 fee as established by the Permits and Inspections Department.  
14

15 (i) In addition to any other penalty imposed for a violation of this act, the City may at any time  
16 revoke the license of any person, arborist, firm, or business, who neglects to carry out the  
17 provisions of this act or who is found using improper methods as defined by ANSI  
18 standards. Procedure for license revocation shall follow Sec. 29.5-14 through 29.5-17.  
19

20 (j) No license, required under this act, shall be required of an individual, doing work  
21 themselves as a private party and not as a business or an agent of a business, on trees in the  
22 yard of their personal residence.  
23

24 (k) Before an Arborist License may be issued, each applicant shall first file evidence of  
25 possession of liability insurance in the amount of \$1,000,000 for injury and damage,  
26 indemnifying the City or any person injured or damage resulting from the pursuit of such  
27 endeavors as herein described.  
28

29 (l) Any person performing tree work and removal shall have proof of liability and workers  
30 compensation insurance submitted annually to the Permits and Inspection office and follow  
31 ANSI standards. A copy of the ANSI standards shall be kept on file in the permits and  
32 inspections office and shall be available to the public for reference during business hours.  
33

34 (m) **The City Permits and Inspections Department will annually notify current Arborist License**  
35 **holders within the City of Bellevue of the requirement for a license and renewal to**  
36 **operating in the City of Bellevue. The active licensees may be listed on the City web site**  
37 **for public reference.**  
38

39 **Sec. 29.5-14. Procedure for violation notification.**  
40

41 The following notification procedure shall be provided by the chief building inspector, or  
42 his/her designee, prior to actual revocation of a license:

43 (a) For the first violation of this article, a written notification shall be sent by certified mail  
44 to the licensee informing him/her of the violation and future recourse by the city.  
45

1 (b) The second violation of this article shall cause the chief building inspector to suspend  
2 the license for a period of one month and notify the licensee, again by certified mail, of  
3 the city procedures.  
4

5 (c) The third violation of this article shall cause the chief building inspector to revoke the  
6 license for a period of not less than six months and not to exceed one year. The chief  
7 building inspector, or his/her designee, shall present his/her case file to the city council  
8 at the next regularly scheduled meeting for enactment of temporary revocation  
9 proceedings.  
10

11 (d) The fourth violation of this article shall cause the chief building inspector to  
12 permanently revoke the license. The chief building inspector, or his/her designee, shall  
13 present his/her case file to the city council at the next regularly scheduled meeting for  
14 permanent revocation.  
15

16 **Sec. 29.5-15. Same—Notice; hearing.**  
17

18 In all cases involving revocation or suspension of a license under this article, at least 15  
19 days' notice of the contemplated revocation or suspension shall be served upon the licensee, and  
20 such notice shall indicate the time and place of the hearing, the general grounds of the  
21 contemplated action, and shall advise the holder of his/her right to appear at the hearing in person  
22 or by counsel for the purpose of presenting his/her defense. In each case, the licensee shall not  
23 continue to perform the duties associated with the privilege of the license until the termination of  
24 the proceedings. This provision shall be waived only if a court of competent jurisdiction issues a  
25 temporary injunction against the city in such proceedings.  
26  
27  
28

29 **Sec. 29.5-16. Same—Conduct and record.**  
30

31 The chief building inspector, or his/her designee, shall make a complete record of the case  
32 involving any revocation or suspension of a license under this article and shall keep a written  
33 record of the testimony produced at the hearing held pursuant to the preceding section. He/she may  
34 request legal advice from the city attorney and adopt such procedure for the decorum and the  
35 dispatch of business of such hearings as he/she may regard advisable.  
36  
37

38 **Sec. 29.5-17. Same—Action of the city; appeal.**  
39

40 The decision of the chief building inspector at a hearing on the revocation or suspension of  
41 a license under this article, shall be final. In the case of a suspension of a license, the licensee's  
42 time in grade for the particular license shall be suspended for the period of suspension and shall  
43 begin accruing again at the end of the suspension. An adverse decision by the chief building  
44 inspector may be appealed to the city council by filing with the city clerk within ~~15~~ **ten (10)** days  
45 from such decision, a written notice of the intention to appeal and a request for a hearing before  
46 the city council. The city council, within 30 days of the filing of such written notice, shall grant a

1 hearing to the party appealing. The revocation or suspension of a license shall not entitle the holder  
2 to a refund of any part of the fee which he/she may have paid. ~~If appealed to the City Council, the~~  
3 ~~City Council may review the evidence and hear testimony on the matter and issue a decision on~~  
4 ~~the record at the hearing regarding its decision on the matter(s) appealed.~~

5  
6 **Sec. 29.5-18. Creation and establishment of a city tree board.**  
7

8 There is hereby created and established a City Tree Board for the City of Bellevue,  
9 Nebraska, which shall consist of seven (7) members, including an Arborist certified through the  
10 International Society of Arboriculture or Nebraska Arborists Association and tree knowledgeable  
11 people who shall be appointed by the Mayor with the approval of the City Council. The Bellevue  
12 Public Works Director shall designate an appropriate city employee who is, or will become, a  
13 certified arborist, to serve as a liaison to the Tree Board to carry out its mission. A city council  
14 member also may serve *ex officio* with the tree board. A majority of the Tree Board members shall  
15 reside in Bellevue or within the City's zoning jurisdiction.  
16

17 **Sec. 29.5-19. Terms of office and compensation.**  
18

19 The term of the persons to be appointed by the mayor shall be four years. ~~except that the~~  
20 ~~term of four of the members appointed to the first board shall be for only two years.~~ In the event  
21 that a vacancy shall occur during the term of any member, his/her successor shall be appointed for  
22 the unexpired portion of the term. Members of the board shall serve without compensation.  
23

24 **Sec. 29.5-20. Duties and responsibilities.**  
25

26 (a) It shall be the responsibility of the tree board to study, investigate, counsel and develop  
27 a written plan for the care, preservation, trimming, planting, replanting, removal or  
28 disposition of the trees and shrubs in parks, on public rights-of-way and in other public  
29 areas. Such plan will be presented to the city council and upon their acceptance and  
30 approval shall constitute the official comprehensive tree plan for the city. The tree  
31 board shall review annually and update, if needed, the comprehensive city tree plan.  
32 The board shall prepare and present an annual management plan to the city council for  
33 their acceptance and approval.  
34

35 (b) The tree board, when requested by the city council, shall consider, investigate, make  
36 finding, report and recommend upon any special matter or question coming within the  
37 scope of its work.  
38

39 ~~(c) The tree board shall hear the appeal of any individual aggrieved by any order issued~~  
40 ~~by the city for violation of any provisions of this chapter. Such appeal shall be made by the~~  
41 ~~aggrieved person in writing to the city clerk within 5 days of the order issued by the city.~~  
42

43 **Sec. 29.5-21. Operation.**  
44

1 The tree board shall choose its own officers, make its own operational rules and  
2 regulations and keep a journal of its proceedings. A majority of the members shall constitute a  
3 quorum for the transaction of business.  
4

5 **Sec. 29.5-22. Authority.**  
6

7 The city tree board shall have the power to promulgate rules, regulations and specifications  
8 concerning the trimming, spraying, removal, planting, pruning and protection of trees, shrubs,  
9 vines, hedges and other plants upon the right-of-way of any street, alley, sidewalk, or other public  
10 place in the city. Such rules, regulations and specifications shall first be approved by the city  
11 council.  
12

13 **Sec. 29.5-23. Tree board liability.**  
14

15 The city shall cover the tree board members from liability under its general liability  
16 insurance coverage policy.  
17

18 **Sec. 29.5-24. Historical Trees**  
19

20 The city council, upon recommendation from the tree board, may designate certain trees as  
21 "historical trees" within the city. The purpose of the historical tree designation is to recognize,  
22 foster appreciation of, and protect trees having significance to the community. In making its  
23 recommendation, the city tree board shall have the authority to determine, select, and identify such  
24 trees that qualify as historical trees. Upon the adoption of such list by the city council, as it may  
25 be modified from time to time, a copy of such list of historical trees shall be kept on file in the  
26 office of the city clerk and shall be available to the public for reference during business hours.  
27 Once a tree is designated as a historical tree it will remain so unless it becomes necessary to classify  
28 it as a risk tree and removed as such. Historical trees may not be removed without the approval of  
29 the city council.  
30

31 **Sec. 29.5-25. Tree planting.**  
32

33 (a) Species

34 *Tree species to be discouraged.* The tree board shall adopt a list of undesirable  
35 species of trees, listed by common name. The tree board may modify the list from  
36 time to time. A copy of such list of undesirable tree species shall be kept on file in  
37 the office of the city clerk and shall be available to the public for reference during  
38 business hours. No species in such list may be planted as street or park trees without  
39 prior approval of the tree board.  
40

41 (b) Standards

42 Trees will be planted following ANSI, A300 standards  
43

44 (c) *Prohibited.*

- 1  
2 (1) No street tree or park tree shall be planted within 35 feet of any street  
3 intersection, measured from the point of nearest intersecting curbs or curb  
4 lines or within 15 feet of any driveway or alley.  
5 (2) No street tree or park tree other than those species listed as small trees in  
6 subsection (a) of this section may be planted under or within ten lateral feet  
7 of any overhead utility wire.  
8 (3) No street or park tree shall be planted within ten feet of any fireplug or  
9 over or within five lateral feet of any metal underground water line,  
10 transmission line or other utility line wire or main.  
11  
12

13 **29.5-26. Tree removal.**  
14

- 15 (a) Public tree removal. The city shall have the right to remove or cause or order to be  
16 removed, any risk tree or part thereof which is in an unsafe condition or which by  
17 reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or  
18 other public improvements, or is infected with any injurious fungus, insect or other  
19 pest. If the risk tree causes an immediate threat, no appeal process is available and the  
20 tree shall be removed immediately.
- 21 (b) Dead or diseased tree removal on private property. The city shall have the right to cause  
22 the removal of any dead or diseased trees on private property within the city when such  
23 trees constitute a risk to life and property, or harbor insects or disease which constitute  
24 a potential threat to other trees within the city. ~~The city shall have this authority as  
25 further outlined in 29.5-5 through 29.5-12. The city will notify in writing the owners  
26 of such trees. Removal shall be done by said owners at their own expense within 30  
27 days after the date of service of notice. In the event of failure of owners to comply with  
28 such provisions, the city shall have the authority to remove such trees with the cost of  
29 such removal to be recovered by proper action in the name of the city or to be assessed  
30 against said lot, lots or parcels of land as a special tax thereon, and to be levied and  
31 collected as are other taxes of the city.~~
- 32
- 33 (c) Removal of stumps. Stumps of street and park trees may be required to be removed to  
34 eight inches below the surface of the ground so that the top of the stump shall not  
35 project above the surface of the ground and no sprouting shall occur.  
36
- 37 (d) Healthy tree. If a person wants to remove a healthy street tree, they must obtain  
38 permission from the city tree board. Requests shall be submitted to the city tree board  
39 by mailing the permits and inspections office. If the city tree board denies the request,  
40 the healthy tree cannot be removed. If the city tree board grants the request, the tree  
41 may be removed at the owner's expense and another tree will be planted to replace the

1 healthy tree. The tree may be replaced on the original property or in a city park, if so  
2 approved. Within 30 days of the removal of the healthy tree, the replacement tree must  
3 be planted or a monetary contribution determined by the tree board given to the city.  
4 Failure to replace the healthy tree will result in a monetary penalty of three times the  
5 cost of the approved replacement tree.  
6

7 **Sec. 29.5-27. Interference with city tree board.**

8 It shall be unlawful for any person to prevent, delay or interfere with the city tree  
9 board, or any of its agents, while engaging in and about the planting, cultivating, mulching,  
10 pruning, spraying, or removing of any street trees, park trees, or trees on private grounds,  
11 as authorized by this chapter.

12 **Sec. 29.5-28. Review by governing body.**

13 The city council shall have the right to review the conduct, acts and decisions of  
14 the tree board, **chief building inspector, and the City Administrator and/or his/her designee.**  
15 Any person may appeal from any ruling, **finding** or order of the tree board, **chief building**  
16 **inspector, and the City Administrator and/or his/her designee** to the city council, which  
17 may hear the matter and make final decision(s). To be effective, an appeal shall be filed in  
18 writing with the city clerk within ten days of such ruling, **finding, or order.**

19 **Sec. 29.5-29. Severability.**

20 Should any part or provision of this chapter be declared by a court of competent  
21 jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole  
22 or any part thereof other than the part held to be invalid.

23 **Section 3.** This ordinance shall take effect on the 1<sup>st</sup> day of August, 2020.  
24  
25  
26  
27

28 Passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2020.  
29  
30  
31

32 \_\_\_\_\_  
33 Mayor  
34

35 \_\_\_\_\_  
36 Date  
37

38 ATTEST:  
39 \_\_\_\_\_

- 1 City Clerk
- 2
- 3 First Reading \_\_\_\_\_
- 4 Second Reading \_\_\_\_\_
- 5 Third Reading \_\_\_\_\_

APPROVED AS TO FORM:

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

ORDINANCE NO. 4002

AN ORDINANCE TO AMEND SECTION 29.5-1 THROUGH 29.5-25 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY TREES; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 29.5-1 through 29.5-25 of the Bellevue Municipal Code are hereby amended to read as follows:

**CHAPTER 29.5  
CITY TREES**

**Sec. 29.5-1. Title.**

This chapter shall be known and may be cited as the City Tree Ordinance of Bellevue, Nebraska.

**Sec. 29.5-2. Purpose.**

The purpose of this chapter is to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the city. As the home of Fontenelle Forest and a designated Community Arboretum, the city is committed to establishing policies, regulations and standards necessary to ensure that that the city will continue to realize the benefits provided by its community forest.

**Sec. 29.5-3. Applicability.**

This chapter provides full power and authority over all trees, plants, woody vines and shrubs located within street rights-of-way, parks and public places of the city; trees, plants, woody vines and shrubs located on private property that constitute historical significance or a risk hazard described herein.

**Sec. 29.5-4. Definitions.**

For the purposes of this chapter, the following terms are defined and mean:

- (a) *Street trees*: Trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.
- (b) *Park trees*: Trees, shrubs, bushes, and all other woody vegetation in public parks and all areas owned by the city, or to which the public has free access as a park.

- (c) *Public trees*: Both park trees and street trees plus all other trees, shrubs, bushes and other woody vegetation on land designated as public.
- (d) *Historical trees*: Trees, shrubs, bushes, and all other woody vegetation that have significant historical value to the city so designated by the city tree board and approved by the city council.
- (e) *Risk trees*: Trees, shrubs, bushes, and all other woody vegetation that present varying degrees of danger to persons, life, or property. Risk trees may be low risk, medium risk, and high risk, with high risk trees creating the most danger.
- (f) *Healthy trees*: Trees, shrubs, bushes, and all other woody vegetation that provide a public benefit to the city and do not cause a public nuisance.
- (g) *Small trees*: Trees up to 30 feet tall, at maturity, as defined by the National Arbor Day Foundation.
- (h) *Medium trees*: Trees between 30 and 70 feet tall, at maturity, as defined by the National Arbor Day Foundation.
- (i) *Large trees*: Trees over 70 feet tall, at maturity, as defined by the National Arbor Day Foundation.
- (j) *Public nuisance*: Any tree that poses a threat to safety; an infectious disease or insect problem; dead or dying trees; a tree or limb that obstruct street lights, traffic signs, and the free passage of pedestrians or vehicles.
- (k) *ANSI standards*: The American National Standard Institute's standards for proper tree planting and pruning techniques.
- (l) *Arterial streets*: Streets that serve as the main thoroughfares in the city and provide access from one end of town to the next.
- (m) *Collector streets*: Streets that funnel into arterial streets from local streets.
- (n) *Diseased trees*: A sustained and progressive impairment of the structure or function of any part of a living tree caused by non-living (abiotic) and living (biotic) factors or agents.
- (o) *Tree Hazards*: All trees that exhibit the following symptoms or appearances:
  1. Pests: Infestation of bugs causing wood destruction.
  2. Decay: Visible symptoms that include mushroom-like spores, an expanded base, dead branches, and soft, breakable wood.

3. Weak Unions or Joints: A tree's branches that do not appear to be attached to the tree, branches that have grown too close together with bark in between, or branches that could fall at any time.

4. Cankers: Areas of dead bark on tree caused by bacteria/fungi that infect a tree through an open wound.

5. Deadwood: Wood that is dead, brittle and easy to break.

#### **Sec. 29.5-5. Declaration of nuisance—Generally.**

Notwithstanding sections 19-2 and 19-3 regarding nuisances in the city, any dead tree, any part of a dead tree, any fatally diseased or structurally weak tree, any part of a fatally diseased or structurally weak tree, or any logwood pile or cut wood unless debarked, which is a menace to public safety or endangers any building or other property, is hereby declared to be a public nuisance.

#### **Sec. 29.5-6. Prohibited Nuisances.**

It shall be unlawful for each and every owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground located within the city to permit any nuisance coming under the provisions of this chapter to remain or exist on such lot or ground.

#### **Sec. 29.5-7. Tree maintenance and care.**

- (a) *Public tree care.* The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. All work on trees shall be according to ANSI standards of tree planting, pruning and care. A copy of the ANSI standards is available at the permits and inspections office during normal business hours.
- (b) *Tree topping.* It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree, or other tree on public property. The term "topping" is defined as the severe cutting back of limbs to the stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, shall be exempted from this provision.
- (c) *Pruning, corner clearance.* Every owner of any tree overhanging any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of sidewalks and 12 feet above streets.

- (1) The city shall have the right to prune any tree or shrub on private property when it interferes with utilities, the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign.
- (2) If the city determines that the traffic on an arterial or collector street is creating damage to the street trees, it can recommend a clearance of 14 feet be required over the said street.

**Sec. 29.5-8. Examination of trees.**

The city shall have the right to examine all trees, alive or dead, standing or fallen, and logwood piles or cut wood for the purpose of determining whether same are contagiously diseased, dead or hazardous, or otherwise not in full compliance with the provisions of this chapter, and in accordance with section 19-12, may enter upon any private properties where necessary to conduct such examinations. Such examinations shall include the right to take samples from such trees and logwood piles for laboratory testing.

**Sec. 29.5-9. Procedure for notification and abatement; order to abate; request for hearing; cost reimbursement upon failure.**

- (a) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "Official Notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the Tree Board Arborist, City Administrator and/or his/her designee.
- (b) To request an impartial hearing, the "applicant" must:
- (c) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and
- (d) Return to the City Clerk's office within five calendar days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.
- (e) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.
- (f) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the

applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office, Tree Board Arborist and the City Administrator of the requested hearing.

**Sec. 29.5-10. Action by city.**

If any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city fails or refuses to comply with 29.5-9 above and the Official Notice and/or City Administrator and/or his/her designee's findings, the city through its properly appointed designee shall have the power and is hereby authorized and instructed, after the expiration of the timeframes in 29.5-9, to abate and/or remove such nuisance by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense of such person. If the City abates and/or removes such nuisance pursuant to this section, the City Clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located of the costs and demand reimbursement of the same within thirty (30) days.

**Sec. 29.5-11. Recovery of costs.**

In the event any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground shall fail to pay the city, upon demand, for the costs incurred by the city in abating a nuisance in accordance with section 29.5-10, the city may assess such costs upon such lot or ground in the same manner as other special taxes for improvements are levied and assessed; or the city may initiate legal proceedings against any such person or persons in any court of competent jurisdiction for the amount of the reimbursable costs under the terms and provisions of this article and may recover a judgment against such person or persons for the amount so due, together with the maximum amount of interest allowed by law. The city also may initiate legal proceedings to recover costs against any person or entity responsible for damage to any Public Trees, whether caused by negligence or intentional acts of the person or entity, with such costs to be determined by a formula listed in the master fee schedule. All available fines and fees collected will be credited to the general parks fund for tree care.

**Sec. 29.5-12. Penalty.**

Any person who violates any provision of this chapter or who fails to comply with any notice issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall be punished by a fine of \$250.00 for a first offense; \$500.00 for a second offense; \$1,000.00 for a third offense with an additional \$500.00 for each subsequent offense. Each day during which any violation of the provisions of this ordinance shall occur or continue shall be a separate offense. If, as the result of the violation of any provision of this ordinance, the injury, mutilation, or death of a tree, shrub, or other plant located on city-owned property is caused, the cost of repair or replacement, or the appraised dollar value of such tree, shrub, or other plant, shall be borne by the party in violation. The value of trees, shrubs and other plants shall be based upon a formula listed in the master fee schedule.

**Sec. 29.5-13. Arborist license required.**

- (a) It shall be unlawful for any person to engage in the business or occupation of cutting, trimming, pruning, spraying or otherwise treating Public Trees or privately-owned trees, within the City of Bellevue, without having first secured a license to do so from the City Permits & Inspections Department.
- (b) The application for an Arborist License shall include all information required by the City Tree ordinance and each applicant shall comply with the reasonable requests of the City to supply additional or updated information. The City Permits & Inspection Department is authorized to develop additional license requirements and forms for permit applications.
- (c) An applicant must show proof of a valid current arborist certification from either the Nebraska Arborist Association or the International Society of Arboriculture or a City of Omaha issued current First or Second-class Arborist License. The arborist certification may be issued to the applicant or an employee, and at least one such valid certification must be current to the person, firm or business at all times of operation. Any applicant who sprays, injects, fertilizes or otherwise chemically treats any tree for pests or diseases shall show proof of a valid pesticide applicator's license issued by the Nebraska Department of Agriculture.
- (d) All vehicles associated with the person, firm or business, in the conduct of the business, shall have the name of the person, firm or business and the Arborist License number visibly displayed, clearly, on vehicles associated with such, in letters not less than two (2) inches high.
- (e) Nothing contained in the provisions of this article, except as provided in subsection (c) above, shall be interpreted as prohibiting the employment by a holder of an arborist's license of assistants who are not license holders; provided that the holder of the license shall be equally responsible for all acts of his/her assistants as if he/she had done them himself/herself. The holder of the license shall be available to his/her assistants within sixty (60) miles from the work being performed.
- (f) Arborist Licenses under the provisions of this act shall be effective and valid from January 1 through December 31 of each calendar year and shall not be assignable.
- (g) The fee for an Arborist License shall be set in the Master Fee Schedule and shall be paid annually as listed in (f) and may be paid up to three (3) years in advance.
- (h) Failure to make application and pay the renewal fee for a license renewal, before the expiration date thereof, subjects the applicant to pay the renewal fee, plus an additional late fee as established by the Permits and Inspections Department.
- (i) In addition to any other penalty imposed for a violation of this act, the City may at any time revoke the license of any person, arborist, firm, or business, who neglects to carry out the

provisions of this act or who is found using improper methods as defined by ANSI standards. Procedure for license revocation shall follow Sec. 29.5-14 through 29.5-17.

- (j) No license, required under this act, shall be required of an individual, doing work themselves as a private party and not as a business or an agent of a business, on trees in the yard of their personal residence.
- (k) Before an Arborist License may be issued, each applicant shall first file evidence of possession of liability insurance in the amount of \$1,000,000 for injury and damage, indemnifying the City or any person injured or damage resulting from the pursuit of such endeavors as herein described.
- (l) Any person performing tree work and removal shall have proof of liability and workers compensation insurance submitted annually to the Permits and Inspection office and follow ANSI standards. A copy of the ANSI standards shall be kept on file in the permits and inspections office and shall be available to the public for reference during business hours.
- (m) The City Permits and Inspections Department will annually notify current Arborist License holders within the City of Bellevue of the requirement for a license and renewal to operating in the City of Bellevue. The active licensees may be listed on the City web site for public reference.

**Sec. 29.5-14. Procedure for violation notification.**

The following notification procedure shall be provided by the chief building inspector, or his/her designee, prior to actual revocation of a license:

- (a) For the first violation of this article, a written notification shall be sent by certified mail to the licensee informing him/her of the violation and future recourse by the city.
- (b) The second violation of this article shall cause the chief building inspector to suspend the license for a period of one month and notify the licensee, again by certified mail, of the city procedures.
- (c) The third violation of this article shall cause the chief building inspector to revoke the license for a period of not less than six months and not to exceed one year. The chief building inspector, or his/her designee, shall present his/her case file to the city council at the next regularly scheduled meeting for enactment of temporary revocation proceedings.
- (d) The fourth violation of this article shall cause the chief building inspector to permanently revoke the license. The chief building inspector, or his/her designee, shall present his/her case file to the city council at the next regularly scheduled meeting for permanent revocation.

**Sec. 29.5-15. Same—Notice; hearing.**

In all cases involving revocation or suspension of a license under this article, at least 15 days' notice of the contemplated revocation or suspension shall be served upon the licensee, and such notice shall indicate the time and place of the hearing, the general grounds of the contemplated action, and shall advise the holder of his/her right to appear at the hearing in person or by counsel for the purpose of presenting his/her defense. In each case, the licensee shall not continue to perform the duties associated with the privilege of the license until the termination of the proceedings. This provision shall be waived only if a court of competent jurisdiction issues a temporary injunction against the city in such proceedings.

**Sec. 29.5-16. Same—Conduct and record.**

The chief building inspector, or his/her designee, shall make a complete record of the case involving any revocation or suspension of a license under this article and shall keep a written record of the testimony produced at the hearing held pursuant to the preceding section. He/she may request legal advice from the city attorney and adopt such procedure for the decorum and the dispatch of business of such hearings as he/she may regard advisable.

**Sec. 29.5-17. Same—Action of the city; appeal.**

The decision of the chief building inspector at a hearing on the revocation or suspension of a license under this article, shall be final. In the case of a suspension of a license, the licensee's time in grade for the particular license shall be suspended for the period of suspension and shall begin accruing again at the end of the suspension. An adverse decision by the chief building inspector may be appealed to the city council by filing with the city clerk within ten (10) days from such decision, a written notice of the intention to appeal and a request for a hearing before the city council. The city council, within 30 days of the filing of such written notice, shall grant a hearing to the party appealing. The revocation or suspension of a license shall not entitle the holder to a refund of any part of the fee which he/she may have paid. If appealed to the City Council, the City Council may review the evidence and hear testimony on the matter and issue a decision on the record at the hearing regarding its decision on the matter(s) appealed.

**Sec. 29.5-18. Creation and establishment of a city tree board.**

There is hereby created and established a City Tree Board for the City of Bellevue, Nebraska, which shall consist of seven (7) members, including an Arborist certified through the International Society of Arboriculture or Nebraska Arborists Association and tree knowledgeable people who shall be appointed by the Mayor with the approval of the City Council. The Bellevue Public Works Director shall designate an appropriate city employee who is, or will become, a certified arborist, to serve as a liaison to the Tree Board to carry out its mission. A city council member also may serve with the tree board. A majority of the Tree Board members shall reside in Bellevue or within the City's zoning jurisdiction.

Sec. 29.5-19. Terms of office and compensation.

The term of the persons to be appointed by the mayor shall be four years. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of the term. Members of the board shall serve without compensation.

Sec. 29.5-20. Duties and responsibilities.

- (a) It shall be the responsibility of the tree board to study, investigate, counsel and develop a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of the trees and shrubs in parks, on public rights-of-way and in other public areas. Such plan will be presented to the city council and upon their acceptance and approval shall constitute the official comprehensive tree plan for the city. The tree board shall review annually and update, if needed, the comprehensive city tree plan. The board shall prepare and present an annual management plan to the city council for their acceptance and approval.
- (b) The tree board, when requested by the city council, shall consider, investigate, make finding, report and recommend upon any special matter or question coming within the scope of its work.

**Sec. 29.5-21. Operation.**

The tree board shall choose its own officers, make its own operational rules and regulations and keep a journal of its proceedings. A majority of the members shall constitute a quorum for the transaction of business.

**Sec. 29.5-22. Authority.**

The city tree board shall have the power to promulgate rules, regulations and specifications concerning the trimming, spraying, removal, planting, pruning and protection of trees, shrubs, vines, hedges and other plants upon the right-of-way of any street, alley, sidewalk, or other public place in the city. Such rules, regulations and specifications shall first be approved by the city council.

**Sec. 29.5-23. Tree board liability.**

The city shall cover the tree board members from liability under its general liability insurance coverage policy.

**Sec. 29.5-24. Historical Trees**

The city council, upon recommendation from the tree board, may designate certain trees as "historical trees" within the city. The purpose of the historical tree designation is to recognize,

foster appreciation of, and protect trees having significance to the community. In making its recommendation, the city tree board shall have the authority to determine, select, and identify such trees that qualify as historical trees. Upon the adoption of such list by the city council, as it may be modified from time to time, a copy of such list of historical trees shall be kept on file in the office of the city clerk and shall be available to the public for reference during business hours. Once a tree is designated as a historical tree it will remain so unless it becomes necessary to classify it as a risk tree and removed as such. Historical trees may not be removed without the approval of the city council.

**Sec. 29.5-25. Tree planting.**

(a) Species

*Tree species to be discouraged.* The tree board shall adopt a list of undesirable species of trees, listed by common name. The tree board may modify the list from time to time. A copy of such list of undesirable tree species shall be kept on file in the office of the city clerk and shall be available to the public for reference during business hours. No species in such list may be planted as street or park trees without prior approval of the tree board.

(b) Standards

Trees will be planted following ANSI, A300 standards

(c) *Prohibited.*

- (1) No street tree or park tree shall be planted within 35 feet of any street intersection, measured from the point of nearest intersecting curbs or curb lines or within 15 feet of any driveway or alley.
- (2) No street tree or park tree other than those species listed as small trees in subsection (a) of this section may be planted under or within ten lateral feet of any overhead utility wire.
- (3) No street or park tree shall be planted within ten feet of any fireplug or over or within five lateral feet of any metal underground water line, transmission line or other utility line wire or main.

**29.5-26. Tree removal.**

- (a) Public tree removal. The city shall have the right to remove or cause or order to be removed, any risk tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is infected with any injurious fungus, insect or other

- pest. If the risk tree causes an immediate threat, no appeal process is available and the tree shall be removed immediately.
- (b) Dead or diseased tree removal on private property. The city shall have the right to cause the removal of any dead or diseased trees on private property within the city when such trees constitute a risk to life and property, or harbor insects or disease which constitute a potential threat to other trees within the city. The city shall have this authority as further outlined in 29.5-5 through 29.5-12.
  - (c) Removal of stumps. Stumps of street and park trees may be required to be removed to eight inches below the surface of the ground so that the top of the stump shall not project above the surface of the ground and no sprouting shall occur.
  - (d) Healthy tree. If a person wants to remove a healthy street tree, they must obtain permission from the city tree board. Requests shall be submitted to the city tree board by mailing the permits and inspections office. If the city tree board denies the request, the healthy tree cannot be removed. If the city tree board grants the request, the tree may be removed at the owner's expense and another tree will be planted to replace the healthy tree. The tree may be replaced on the original property or in a city park, if so approved. Within 30 days of the removal of the healthy tree, the replacement tree must be planted or a monetary contribution determined by the tree board given to the city. Failure to replace the healthy tree will result in a monetary penalty of three times the cost of the approved replacement tree.

**Sec. 29.5-27. Interference with city tree board.**

It shall be unlawful for any person to prevent, delay or interfere with the city tree board, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized by this chapter.

**Sec. 29.5-28. Review by governing body.**

The city council shall have the right to review the conduct, acts and decisions of the tree board, chief building inspector, and the City Administrator and/or his/her designee. Any person may appeal from any ruling, finding or order of the tree board, chief building inspector, and the City Administrator and/or his/her designee to the city council, which may hear the matter and make final decision(s). To be effective, an appeal shall be filed in writing with the city clerk within ten days of such ruling, finding, or order.

**Sec. 29.5-29. Severability.**

Should any part or provision of this chapter be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part held to be invalid.

**Section 3.** This ordinance shall take effect on the 1<sup>st</sup> day of August, 2020.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

First Reading 07/07/2020  
Second Reading 07/21/2020  
Third Reading 08/04/2020

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2020		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML to facilitate light manufacturing development. Applicant: Frank Krejci. General Location: Fort Crook Road South and Fairview Road. Case #: Z-2006-05.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a change of zone to allow for light manufacturing development. The intent of the ML district is to provide for a wide range of commercial and industrial uses. The site is approximately 55 acres and presently being used agriculturally. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Rezoning Ordinance
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bagg Robinson*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Frank R. Krejci

CASE #: Z-2006-05

CITY COUNCIL HEARING DATE: August 18, 2020

REQUEST: to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

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

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

VOTE:

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

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

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2006-05

FOR HEARING OF:

REPORT 1#: July 23, 2020

REPORT #2: August 18, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

Frank Krejci  
1505 N. 203<sup>rd</sup> Street  
Omaha, NE 68022

#### B. PROPERTY OWNER:

Frank Krejci Trustee Revocable Trust  
1505 N. 203<sup>rd</sup> Street  
Omaha, NE 68022

#### C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

#### D. LEGAL DESCRIPTION:

The Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE

#### E. REQUESTED ACTION:

1. Rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML.

#### F. EXISTING ZONING AND LAND USE:

AG, Vacant/Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

**H. SIZE OF SITE:**

The site is approximately 55 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently vacant and being used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Vacant/Agricultural (across Fairview Road), BNH
- 2. **East:** Vacant/Agricultural, AG
- 3. **South:** Vacant/Agricultural, AG
- 4. **West:** Nebraska Department of Roads right-of-way

**C. REVELANT CASE HISTORY:**

- 1. On September 26, 2013, the Planning Commission recommended approval for a request to rezone Lots 1 through 6, Kennedy Business Park, being a platting of part of Tax Lots 11 and 12, located in Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial uses; and preliminary plat Lots 1 through 6, Kennedy Business Park. The City Council approved the aforementioned request on November 12, 2013.
- 2. On July 23, 2020, the Planning Commission recommended approval for a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML for the purpose of light industrial development.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There is no traffic data available for this location.
2. This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.

#### **D. UTILITIES:**

All utilities are available to this location.

#### **E. ANALYSIS:**

1. Frank Krejci has submitted a request to rezone a tract of land described as the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW  $\frac{1}{4}$ , located in the NW  $\frac{1}{4}$  of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW  $\frac{1}{4}$ , located in the SW  $\frac{1}{4}$  of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML.
2. This property is presently zoned AG. The applicant is requesting a zoning change to ML in order to facilitate light industrial development. No platting is being requested at this time.
3. This property abuts the intersection of Fort Crook Road South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Dean Dunn, Interim Public Works Director, commented future access to Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation. The applicant's engineer is aware of this.

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create and expel smoke that could impair pilot vision or encourage the congregation of birds due to the proximity of location to the Offutt runway and flight tracks.

No other comments were received on this case.

5. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

6. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

7. In 2013, a preliminary plat and ML rezoning was approved for this property for the purpose of a light industrial park. Mr. Krejci was the applicant at that time as well. A final plat was never submitted; therefore, a plat was not filed and the approved ML zoning never went into effect.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

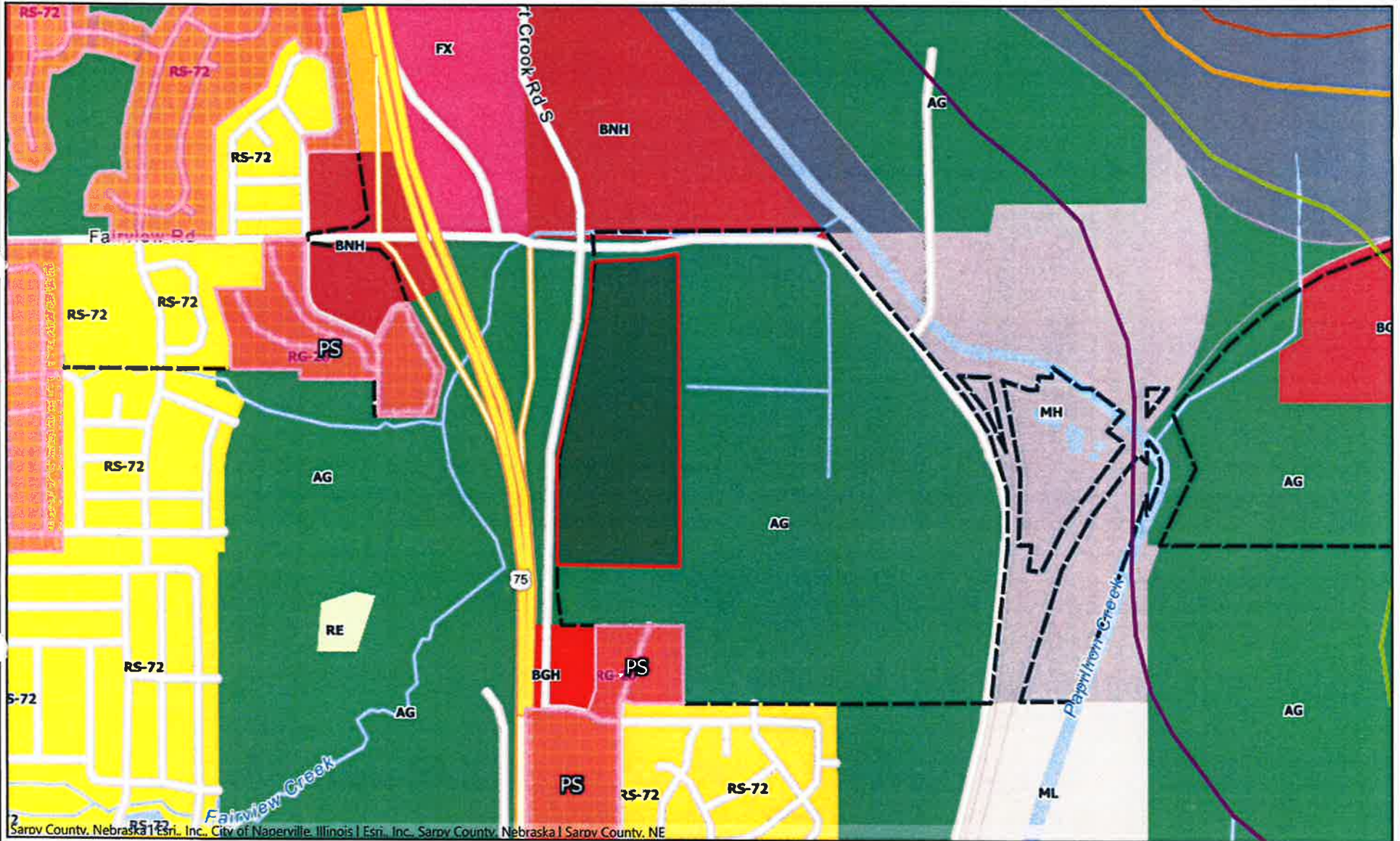
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Doug Kellner received June 26, 2020.
4. Email received from Patti Smith July 21, 2020.

**VII. COPIES OF REPORT TO:**

1. Frank Krejci
2. Doug Kellner, Thompson, Dreesen & Dorner, Inc.
3. Public Upon Request

Sammi R Palm  
Prepared by:

Sammi R Palm 07/28/20  
Planning Manager                      Date of Report



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Map Scale 1: 18056

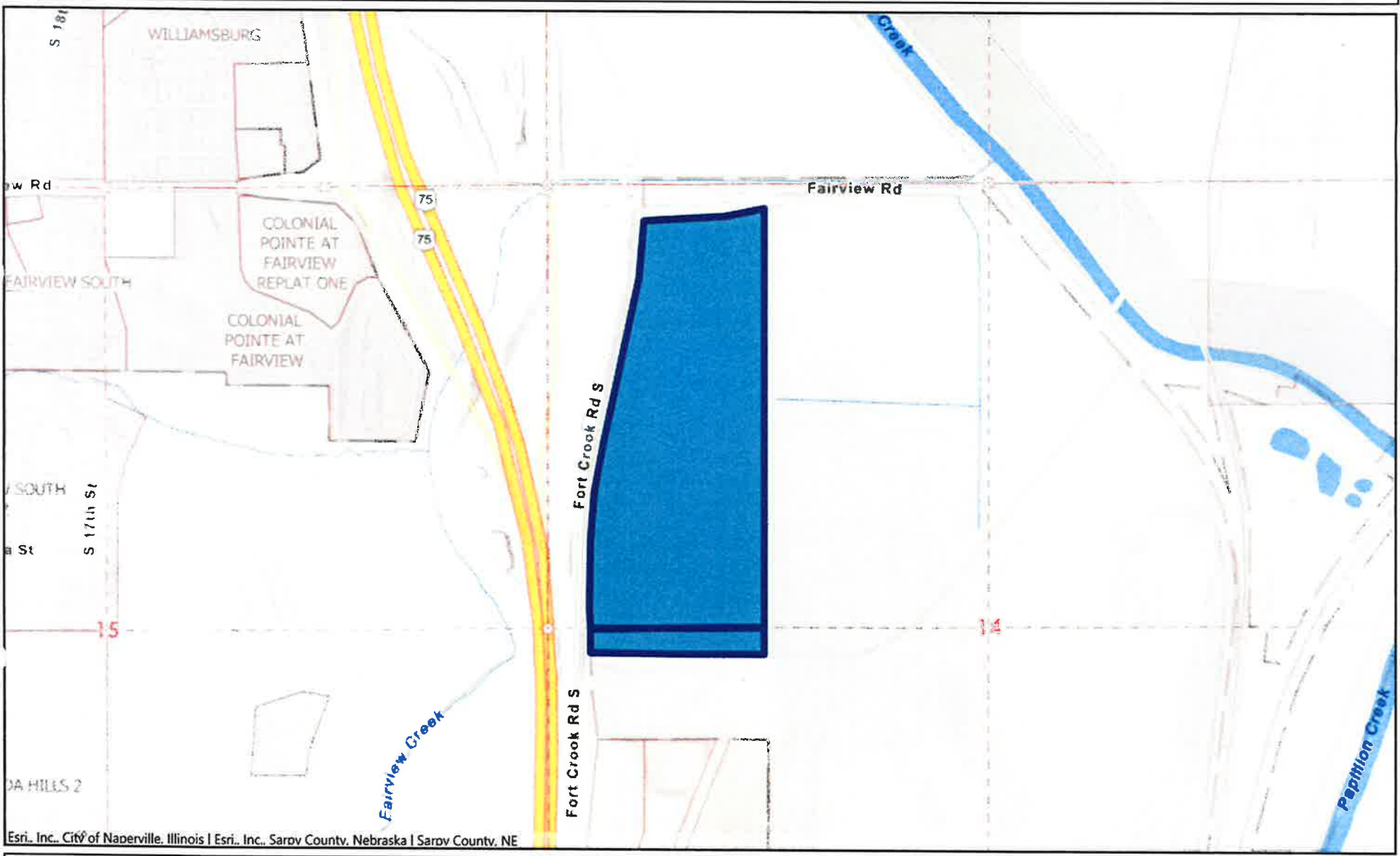
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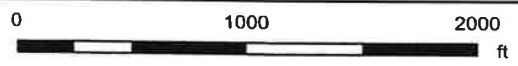
Notes



# Fort Crook Road and Fairview Road



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Map Scale 1: 12739

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Notes



June 26, 2020

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

RE: Rezoning Parcels #011592518 & 011592  
TD2 File No. 2178-152

Ms. Palm:

On behalf of our client Frank Krejci, we are requesting the zoning change to ML (Light Manufacturing) for the referenced parcels. The purpose for the request is to make the site available for a warehousing and distribution site. The ML zoning is consistent with the existing comprehensive use plan. Please contact the undersigned if you have additional questions.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/tjp

RECEIVED

JUN 26 2020

PLANNING DEPT.

## Dianna VanHorn

---

**From:** Tammi Palm  
**Sent:** Tuesday, July 21, 2020 2:14 PM  
**To:** Dianna VanHorn  
**Cc:** Angela Curry  
**Subject:** FW: Replat near Normandy Hills  
**Attachments:** NH Fire1 7 4 20.jpg; NHFire 2 7 4 20.jpg

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** Patti <huskerpatti@yahoo.com>  
**Sent:** Tuesday, July 21, 2020 1:52 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Replat near Normandy Hills

Hi Tammi,

Could you please share our email with the Planning Board? It concerns the the replat from AG to Light Industrial by Frank Krejci. There are references about access to Fort Crook Road South.

Fort Crook Road is the only entrance/exit into Normandy Hills and we believe if light industry is allowed access on Fort Crook Road South, this will compound the problem of having only one access to Normandy Hills. The latest example of the seriousness of our situation was a fire on July 4, 2020 where Fort Crook Road South was closed for an extended period of time and residents were unable to leave or return to their homes. Here is the information I am referring to:

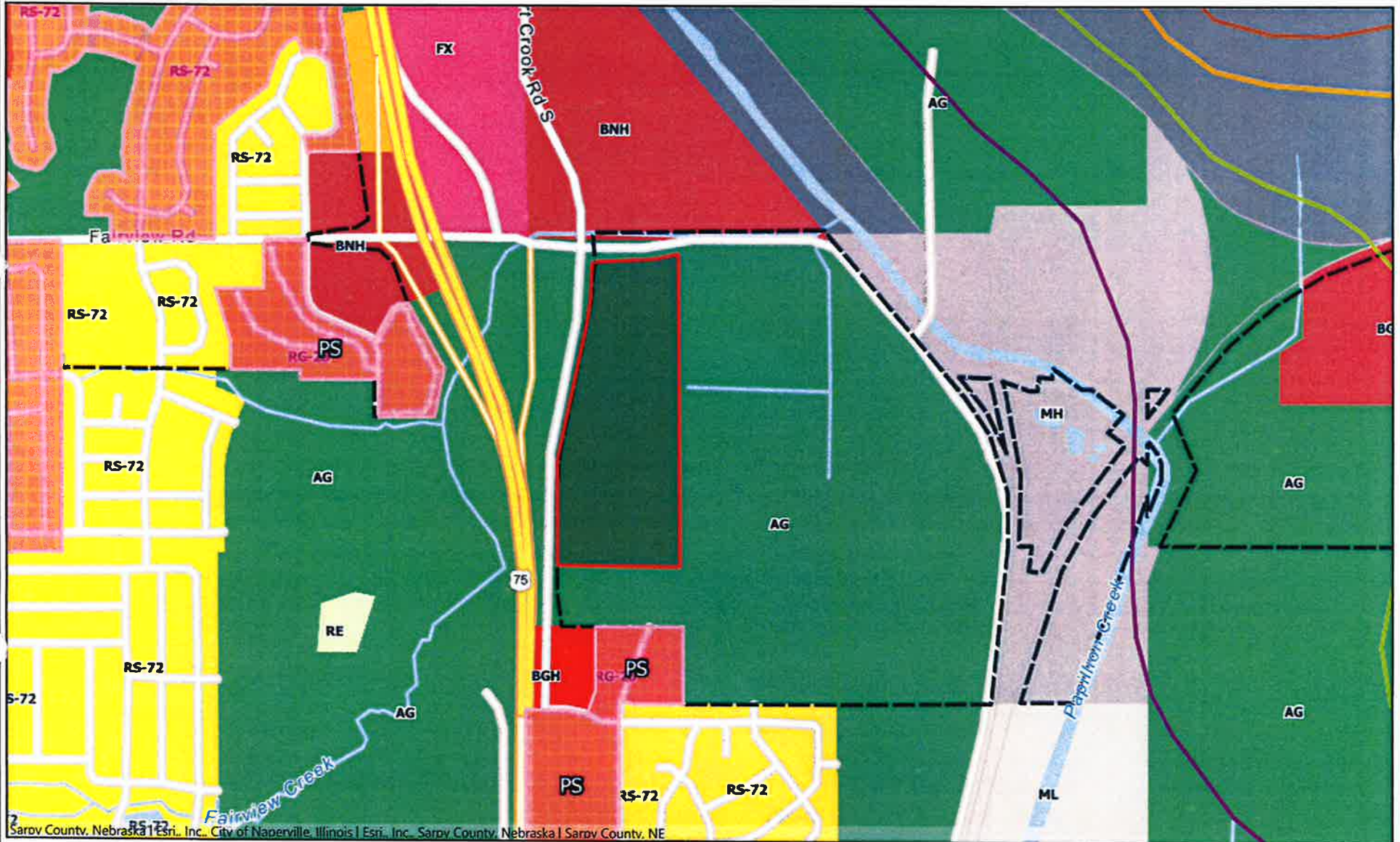
1. Page 3, C., #2 which states: This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.
2. Page 3, E, #3 which states: This property abuts the the intersection of Fort Crook Rad South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.

I have also included photos from the fire in Normandy Hills on July 4, 2020. Thank you for sharing and please let me know if you have any questions.

Sincerely,  
Patti Smith  
Normandy Hills Association  
402.598.2259 (cell)







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



Map Scale 1: 18056

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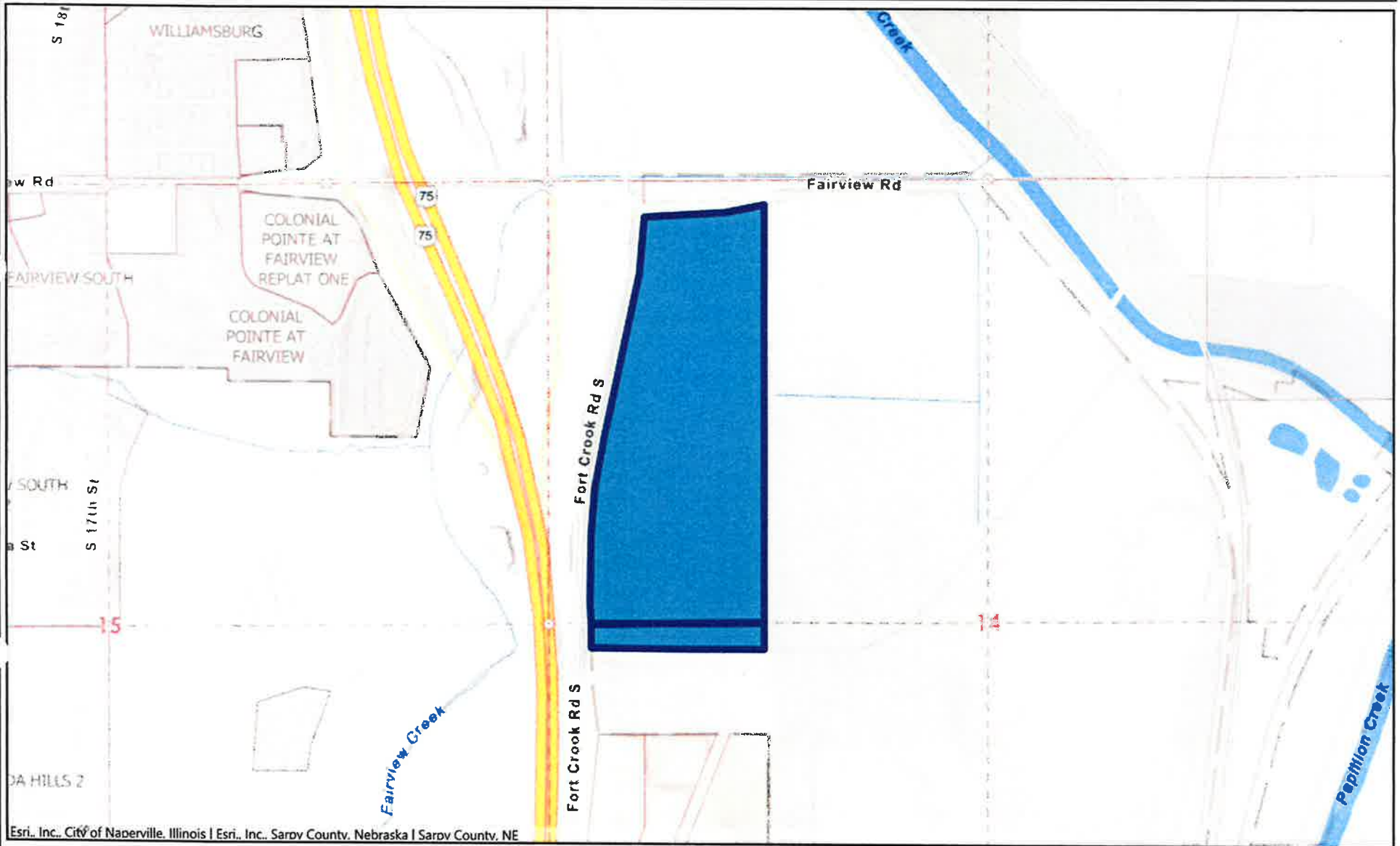


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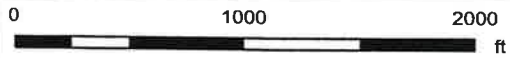




# Fort Crook Road and Fairview Road



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



Map Scale 1: 12739

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Notes



ORDINANCE NO. 4003

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 FORT CROOK ROAD SOUTH AND FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Irregular Westerly 724.67 of Tax Lot 11, located in the NW ¼ of Section 14, T13N, R13E, and Irregular Tract of Tax Lot 12, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to ML (Light Manufacturing District).

(Frank R. Krejci)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 08/04/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2020		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone Lots 1 through 3, Block 55 Bellevue, NE., from BGM-OTO (Metropolitan General Business District, Olde Towne Overlay) to RG-50-OTO (General Residence, 5,000 Square Foot Zone, Olde Towne Overlay) pursuant to the zoning agreement dated September 12, 2012, based on documented violations. Applicant: City of Bellevue. Location: 2221 Main Street. Case #: Z-1204-06.

SYNOPSIS/BACKGROUND:

On September 10, 2012, Pat Shannon (on behalf of Main St. Properties, LLC), entered into a contractual zoning agreement for the property located at 2221 Main Street, and legally described as Lots 1 through 3, Block 55, City of Bellevue. The property was zoned as RG-50-OTO, and the zoning agreement allowed the property to be zoned BGM-OTO as long as specific conditions were met, including but not limited to, no parking or storage of U-Haul vans, trucks or trailers on the portion of the Parcel north of the north face of the building currently situated on the Parcel. Because the owner violated this portion of the Agreement the City has the right to rezone the Parcel to its prior RG-50-OTO zoning.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation    | 2. Staff Report         | 3. Rezoning Ordinance   |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: Z-1204-06

CITY COUNCIL HEARING DATE: August 18, 2020

REQUEST: to rezone Lots 1 through 3, Block 55 Bellevue from BGM-OTO to RG-50-OTO.

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

**APPROVAL** based on the staff's recommendation and documented violations of the Zoning Agreement.

VOTE:

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

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



## City of Bellevue

### Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

To: City Council Members  
Mayor Rusty Hike  
City Administrator Jim Ristow  
From: Tammi Palm, Planning Manager  
Re: 2221 Main Street Zoning Agreement

On September 10, 2012, Pat Shannon (on behalf of Main St. Properties, LLC), entered into a contractual zoning agreement for the property located at 2221 Main Street, and legally described as Lots 1 through 3, Block 55, City of Bellevue. The property was zoned as RG-50-OTO, and the zoning agreement allowed the property to be zoned BGM-OTO as long as specific conditions were met, for the purpose of allowing the continued use of the parcel for business offices, as well as a U-Haul operation for the rental of moving vans, trucks, trailer, and related equipment and the sale of boxes and packing materials.

The agreement allowed the BGM-OTO zoning under specific terms and conditions:

Pursuant to the Agreement, Section 6, it states:

Violations and Remedies. In the event that the Owner should violate any of the provisions of this Agreement, then, after providing the Owner with written notice of such violation, and upon the Owner's failure to cure such violation within ten (10) days after receipt of such notice, or after three (3) violations have occurred regardless if the violations are cured, the City shall have the following rights:

- a. To schedule a hearing to rezone the Parcel to its prior RG-50-OTO zoning and, at such hearing, rezone the Parcel back to RG-50-OTO zoning;
- b. To deny the approval of any additional permits or certificates with respect to the Parcel;
- c. To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and
- d. To utilize any and all other remedies provided to the City by law.

Pursuant to the Agreement, Section 4, it states:

Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be

permitted on the portion of the Parcel north of the north face of the building currently situated on the Parcel.

Mr. Shannon of Main St. Properties, LLC, was notified by Code Enforcement on April 14, 2020 there were trucks/trailers parked on the north side of his building and that this was a zoning violation based on the zoning agreement. Mr. Shannon failed to cure the violation and the ten (10) day period to cure the violation lapsed. Mr. Shannon was also notified on October 18, 2012 and September 11, 2014 for a violation of this zoning agreement. With the violations of April 14, 2020, October 18, 2012, September 11, 2014, and another violation and notice dated May 21, 2020, this exceeds the three notices as outlined in the zoning agreement. Subsequently, the city is enforcing and taking the necessary steps to revoke the zoning agreement.

Paragraph 9 of the zoning agreement states: Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by the City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

A copy of this agreement is attached for your review.

Staff has included copies of the zoning violation paperwork from Code Enforcement on the following dates: October 23, 2012, September 11, 2014, April 1, 2020, and June 19, 2020.

At the request of Mr. Shannon's attorney, legal paperwork is attached as part of the record.

**Planning Department Recommendation:**

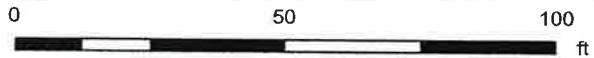
Recommend the property be zoned RG-50-OTO pursuant to the zoning agreement dated September 12, 2012, based on the documented violations.

**Planning Commission Recommendation:**

Recommend the property be zoned RG-50-OTO pursuant to the zoning agreement dated September 12, 2012, based on the documented violations with a vote of 7-1 (Mr. Hankins voting no and Mr. Ackley absent).



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



Map Scale 1: 564

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



FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2012-29687

09/27/2012 9:30:35 AM

*Floyd J. Dowling*

REGISTER OF DEEDS

COUNTER JS C.E. JS  
VERIFY JS D.E. P  
PROOF \_\_\_\_\_  
FEES \$ 31.50  
CHECK# 10608  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_



*AR* Record & Return to:  
Adams & Sullivan, P.C., L.L.O.  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

BELLEVUE ZONING DEVELOPMENT AGREEMENT

THIS ZONING DEVELOPMENT AGREEMENT (the "Agreement"), made this 10<sup>th</sup> day of September, 2012 (the "Effective Date"), by and between Main St. Properties, LLC (the "Owner") and the City of Bellevue, a Nebraska Municipal Corporation (the "City"). For the purposes of this Agreement, Owner and City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, the Owner is the owner of the real property legally described as Lots 1-3, Block 55, City of Bellevue, Sarpy County, Nebraska (the "Parcel"), which Parcel is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and

B. WHEREAS, the Owner has requested rezoning of the Parcel by the City from RG-50-OTO to BGM-OTO to allow continued use of the Parcel for business offices and to allow use of the Parcel as a U-Haul operation for the rental of moving vans, trucks, trailers and related equipment and the sale of boxes and packing materials (the "Project"); and

C. WHEREAS, the City is willing to conditionally rezone the Parcel from RG-50-OTO to BGM-OTO so long as the Parcel is not used for any other uses, as defined by the City of Bellevue Zoning Ordinance, allowable under BGM zoning, except as provided herein; and

D. WHEREAS, City has determined that it is in the best interest of the health, safety and welfare of the City and its residents to exercise its legislative prerogative in favor of Owner as contemplated by paragraph B of the recitals conditioned upon Owner establishing for its own benefit and for the mutual benefit of all future owners and occupants of the Parcel, certain

privileges, covenants, terms, conditions, restriction, and rights in, under, over and upon the Parcel together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Parcel in addition to those matters currently of record, and notwithstanding any other right, privilege, interest of entitlement whatsoever inuring to Owner or their successors, grantees or transferees as an owner, user or occupant of the Parcel, whether under the laws of the State of Nebraska, the City or otherwise, the same hereby being waived by Owner to the maximum extent permitted by law; and

E. WHEREAS, it is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any right, title or interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Agreement, all of which shall run with the land and be binding upon the Parcel and anyone having or acquiring any rights, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions created hereunder are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Parcel, the comprehensive development of the City and otherwise for the public health, safety, welfare and best interests of the City and its residents.

NOW THEREFORE, the Parties agree as follows:

1. Authority. The City has the authority to enter into this Agreement pursuant to Neb. Rev. Stat. §19-901 et. seq., as amended, and pursuant to Nebraska law.

2. Zoning. The City shall conditionally rezone the Parcel from RG-50-OTO to BGM-OTO.

3. Initial Use and Development. The Parcel shall be used only for (a) business offices and (b) the Project except as any different use is expressly authorized hereafter by action of the Bellevue City Council

4. Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel north of the north face of the building currently situated on the Parcel.

5. Zoning Restrictions. The Parcel shall retain conditional BGM-OTO zoning for the term of this Agreement if and only if the following conditions are satisfied:

(a) The Parcel shall be used for the Project and for business offices and for no other use or purpose.

(b) The City shall file this Agreement and any amendments thereto, including all exhibits, in the Sarpy County office specified for recording zoning ordinances. The City shall record this Agreement and any amendments thereto, including all exhibits, in the Office of the

Register of Deeds of Sarpy County, Nebraska, against the Parcel so as to notify all persons, including future owners of the Parcel, as to the use and development restrictions placed upon the Parcel; and

(c) The Developer shall otherwise comply with the requirements for BGM-OTO.

(d) At such time as none of the lots presently zoned for residential uses in Blocks 55, 56 and 106, City of Bellevue, are zoned for residential uses, the limitations and restrictions set forth in this agreement shall be of no further force and effect, with the Parcel thereafter being usable for any purpose permitted under BGM zoning.

6. Violations and Remedies. In the event that the Owner should violate any of the provisions of this Agreement, then, after providing the Owner with written notice of such violation, and upon the Owner's failure to cure such violation within ten (10) days after receipt of such notice, or, after three (3) violations have occurred regardless if the violations are cured, the City shall have the following rights:

(a) To schedule a hearing to rezone the Parcel to its prior RG-50-OTO zoning and, at such hearing, rezone the Parcel back to RG-50-OTO zoning;

(b) To deny the approval of any additional permits or certificates with respect to the Parcel;

(c) To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and

(d) To utilize any and all other remedies provided to the City by law.

7. Acknowledgement of Remedies of City. Owner acknowledges that failure to comply with the terms of this Agreement shall cause damage to the City which may not be fully redressed by monetary damages and that the remedies provided to the City in this Agreement constitute reasonable liquidated damages clauses under Nebraska law.

8. Jurisdiction and Venue. Should the City bring any legal action pursuant to this Agreement, Owner, including their officers, directors and employees, shall consent to personal jurisdiction in the State of Nebraska and shall consent to venue in Sarpy County, Nebraska.

9. Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

C

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of the Parties hereto, and their respective successors and assigns. No right granted herein may be severed from the entirety of this Agreement except as expressly permitted by this Agreement, or by the written consent of the then interested Parties.

11. Nondiscrimination. With respect to development of the Project, neither the Developer nor the Owner shall discriminate against any persons on account of race, national origin, sex, age, political or religious affiliations, or disability in violation of federal or state laws or local ordinances.

12. Choice of Laws. The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

13. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

14. Good Faith. Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

15. Warranty. Owner represents, covenants and warrants that the making and execution of this Agreement, and all other documents and instruments required or related hereunder, have been fully authorized by the necessary corporate and company action of Owner and are valid, binding and enforceable obligations of the Owner in accordance with their respective terms.

16. Modification. This Agreement may not be amended, modified or altered unless by written agreement signed by the City and Owner.

17. Approval. This Agreement is conditional, subject to the approval of the City Council of City.

18. Running with the Land. This Agreement, including any obligations, representations, warranties and covenants shall run with the Parcel and shall be binding upon any subsequent owners of the Parcel.

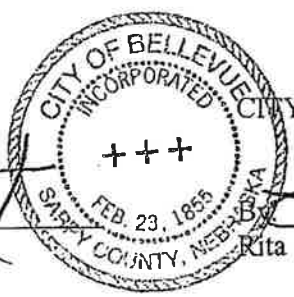
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

*(Signature pages to follow.)*

D

ATTEST:



CITY OF BELLEVUE

*Jay Dammas*  
 \_\_\_\_\_  
 City Clerk

*Rita Sanders*  
 \_\_\_\_\_  
 Rita Sanders, Mayor

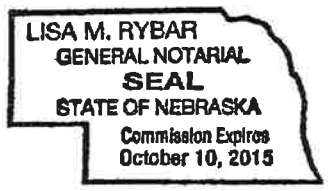
APPROVED AS TO FORM:

*[Signature]*  
 \_\_\_\_\_  
 Attorney for City of Bellevue

STATE OF NEBRASKA    )  
   ) ss.  
 COUNTY OF SARPY     )

On this 10<sup>th</sup> day of September, 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders, Mayor of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be her voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.



*Lisa M Rybar*  
 \_\_\_\_\_  
 Notary Public

2012-29687 E

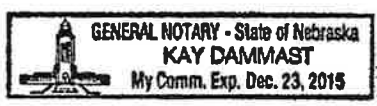
MAIN ST. PROPERTIES, LLC

By: [Signature]  
Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 11<sup>th</sup> day of September 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Pat Shannon, Manager of Main St. Properties, LLC, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed as the Manager of Main St. Properties, LLC and the voluntary act and deed of the LLC.

Witness my hand and notarial seal on the day and year last above written.



[Signature]  
Notary Public

APPROVED AS TO FORM:

[Signature]  
Attorney for Owner  
LARRY FORWARD

#3779

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z-1 15256

TIME 9:20 AM

DATE 11/23/2022

NAME: 6000 N. 30th Avenue ADDRESS: \_\_\_\_\_

LOCATION OF VIOLATION: 2221 Main Street

OWNER: Urban Company of Arizona ADDRESS: 21503 Avenue - Phoenix

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

Motor vehicles, boats, recreational vehicles (r.v.'s) and trailers must be parked on asphalt, concrete or other approved hard surface (e.g. brick pavers). Zoning Ordinance 770, Sec. 7205, as amended.

Other: Sec 803.07 21 Car Limit

Other: \_\_\_\_\_

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) ON OR BEFORE

November 23, 2022

TO REMEDY THE VIOLATION(S), YOU SHALL remove the 21 cars from the property (see photo) by 11/23/22

by 11/23/22 that exceeds 8 allowed or 21 car limit removed from the city streets

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE READ THE REVERSE SIDE OF THIS OFFICIAL NOTICE. THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please read the reverse side of this Official Notice or else contact **BELLEVUE PLANNING DEPARTMENT at 293-3026, or Code Enforcement at 293-3050 regarding this notice.**

Received by: 6000 N. 30th Avenue Issued by: E. Shelburn

BEFORE CALLING FOR INFORMATION, READ THE FOLLOWING:

SECTIONS 7201 to 7210 of the Bellevue Zoning Ordinance No. 770 are laws that, among other things, prohibit vehicles from being parked on private property unless such vehicle is parked on an approved hard surface.

- "APPROVED HARD SURFACE" means that the vehicle is parked on asphalt, concrete, or another approved hard surface (e.g. brick pavers).

*[Handwritten signature]*

# 11554

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z- 5215

TIME 2:30pm

DATE 7/20/24

NAME: Sarah ADDRESS:

LOCATION OF VIOLATION: 222 1st St

OWNER: ADDRESS:

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE  
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Motor vehicles, boats, recreational vehicles (r.v.'s) and trailers must be parked on asphalt, concrete or other approved hard surface (e.g. brick pavers). Zoning Ordinance 770, Sec. 7205, as amended.
- Other: No Zoning Agreement with The City of Bellevue
- Other:

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) ON OR BEFORE  
October 11, 2024

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Urban Vans Trucks And/or  
Trailers Parked On Sealed Surface of The North Face of  
The Building

PLEASE READ THE REVERSE SIDE OF THIS OFFICIAL NOTICE. THIS NOTICE APPLIES TO THESE  
AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS  
WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to  
appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a  
timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced  
above. If you have any questions concerning how to request a hearing, please read the reverse side of this Official Notice or else contact  
**BELLEVUE PLANNING DEPARTMENT at 293-3026, or Code Enforcement at 293-3050 regarding this notice**

Received by: Issued by:

**BEFORE CALLING FOR INFORMATION, READ THE FOLLOWING:**

SECTIONS 7201 to 7210 of the Bellevue Zoning Ordinance No. 770 are laws that, among other things, prohibit vehicles from being  
parked on private property unless such vehicle is parked on an approved hard surface.  
• **"APPROVED HARD SURFACE"** means that the vehicle is parked on asphalt, concrete, or another approved hard surface (e.g.,  
brick pavers).

#45

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z- 10191

TIME 3:25 PM DATE Apr 18 2020  
NAME: Postal Tr + Equip ADDRESS: \_\_\_\_\_  
LOCATION OF VIOLATION: 5221 Main St  
OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE  
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Zoning Ordinance Sec: Ref Contract Zoning Agreement
- Zoning Ordinance Sec: with City of Bellevue
- Zoning Ordinance Sec: \_\_\_\_\_

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) **ON OR BEFORE:** May 16, 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Chast Vans, Trucks,  
and/or trailers parked on Street South of the  
North Side of the Building

**THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.**

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT** at **402-293-3026**.

Received by: Postal Tr + Equip Issued by: \_\_\_\_\_

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THIS OFFICIAL NOTICE**, PLEASE CONTACT:  
BELLEVUE CODE ENFORCEMENT AT **402-293-3050**  
FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THE APPEAL PROCESS**, PLEASE CONTACT:  
BELLEVUE PLANNING DEPARTMENT AT **402-293-3026**

# 858

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z- 20310

TIME 2:15 pm

DATE June 19, 2020

NAME: Postal Front Door ADDRESS: -

LOCATION OF VIOLATION: 2221 Main St

OWNER: - ADDRESS: -

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE  
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Zoning Ordinance Sec: Ref Contract Zoning Agreement
- Zoning Ordinance Sec: with City of Bellevue
- Zoning Ordinance Sec: \_\_\_\_\_

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) **ON OR**  
**BEFORE:** July 19 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Uhaul vans, trucks  
and/or trailers Parked on Street South of the  
North line of the Building

THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS  
WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to  
appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a  
timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced  
above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT** at  
**402-293-3026.**

Received by: Postal Front Door Issued by: D. Kuhlman

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THIS OFFICIAL NOTICE**, PLEASE CONTACT:  
BELLEVUE CODE ENFORCEMENT AT **402-293-3050**

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THE APPEAL PROCESS**, PLEASE CONTACT:  
BELLEVUE PLANNING DEPARTMENT AT **402-293-3026**

B



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



Map Scale 1: 564

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



**APPEAL TO BOARD OF ADJUSTMENT**

<b>MAIN ST PROPERTIES LLC,</b>	)	
	)	<b>ZONING VIOLATION</b>
<b>Appellant,</b>	)	<b>Case Z-No. 00310</b>
	)	
<b>vs.</b>	)	
	)	<b>NOTICE OF APPEAL</b>
<b>CITY OF BELLEVUE, BELLEVUE</b>	)	
<b>CODE ENFORCEMENT, JOEY</b>	)	
<b>BOCKMAN, DARRYL KUHLMAN,</b>	)	
	)	
<b>Appellees.</b>	)	

The Appellant Main St. Properties, LLC (“MSP”) appeals from the June 19, 2020, Bellevue Code Enforcement Official Notice (No. 00310) for the location of 2221 Main St. (“the Property”). MSP is the owner of the Property. A copy of the Zoning Violation is attached hereto as Exhibit A.

There is no basis for the Notice of Violation. The Zoning Violation constitutes a material breach of the Bellevue Zoning Development Agreement entered into between MSP and the City of Bellevue (“the City”) on September 10, 2012 (“the Development Agreement”). The Development Agreement is attached as Exhibit B. The plain terms of the Development Agreement state, in pertinent part:

No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel *north of the north face* of the building currently situated on the Parcel. (Exhibit B, Pg. 2, ¶ 4) (emphasis added).

Prior to the Development Agreement, MSP was utilizing the parking spots north of the north face of the building to park U-Haul vans, trucks, and trailers. MSP surrendered the ability to continue to park U-Haul vans, trucks, and trailers in those spots as consideration and in exchange for the obligations of the City in the Development Agreement.

MSP has not violated any zoning laws, ordinances, or regulations. MSP has fully complied with the terms of the Development Agreement and has not parked or stored any U-Haul vans, trucks, or trailers north of the north face of the building since the execution of the Development Agreement.

In order to harass and harm MSP and its principal, Patrick Shannon (“Shannon”), and violate their constitutional and property rights, the City suddenly and arbitrarily claimed, after the passage of nearly eight years, that MSP could not park U-Haul vans, trucks, or trailers in three additional spots circled on the photograph attached as Exhibit C.

The City’s contentions are baseless. The Development Agreement does not prohibit MSP from parking vehicles “on the north side of building.” The City is attempting to expand upon the clear and unambiguous language of the Development Agreement, which only prohibits parking to the north of the *north face* of the building. The attempt to re-write and misconstrue the Development Agreement is improper and deprives MSP of the benefit of its bargain. “A contract written in clear and unambiguous language is not subject to interpretation or construction and must be enforced according to its terms.” *Ray Anderson, Inc. v. Buck’s, Inc.*, 300 Neb. 434, 441, 915 N.W.2d 36, 42 (2018).

MSP entered into the Development Agreement and gave up valuable consideration, including the right to park in parking spots north of the north face of the building, so it could continue to operate a U-Haul business unimpeded and park and store U-Haul vans, trucks, and trailers on the Property, including in the three additional spots depicted in Exhibit C. The City’s attempt to unilaterally change the negotiated and agreed upon terms of the Development Agreement is further contradicted by the Parties’ actions since that agreement was executed. MSP has conspicuously parked U-Haul vans, trucks, and/or trailers in those three additional

parking spots since September of 2012 with the City's knowledge and without any problems, complaints, or purported violations. "The best, if not controlling, evidence of the intent of the parties to an agreement is the parties' interpretation of the agreement as evidenced by their actions in performance of the agreement." *Marvin E. Jewell & Co. v. Thomas*, 231 Neb. 1, 6, 434 N.W.2d 532, 535 (1989).

The Zoning Violation is further unwarranted because there were no U-Haul vans, trucks, or trailers located in the three additional spots depicted on Exhibit C or north of the north face of the building at the time it was issued because MSP's counsel was investigating the City's contentions. On June 19, 2020, MSP's attorney alerted the City's attorney to the fact that there were no U-Haul vans, trucks, or trailers located in the three additional spots depicted on Exhibit C or north of the north face of the building at the time the Zoning Violation was issued, asked for clarification of the alleged violation, and requested photographic evidence of any violation. A copy of the June 19, 2020 email is attached as Exhibit D. The City never responded to the June 19, 2020 email or provided evidence of any violation existing at the time of the citation because there was no violation. Instead, on July 2, 2020, the City retaliated against MSP by threatening to rezone its Property.

The Zoning Violation should also be dismissed because it does not articulate the reasons for its issuance with any specificity or list any zoning ordinance sections that MSP purportedly violated. The Zoning Violation requires the purported zoning violation to be remedied on or before June 19, 2020, *the same day it was issued*.

MSP filed a lawsuit seeking redress for the City's violations of its constitutional and property rights in the United States District Court for the District of Nebraska, including by

issuing the Zoning Violation. A copy of the Complaint filed in the federal lawsuit is attached as Exhibit E.

MSP filed a notice of contract claim with the City regarding the City's breach of the Development Agreement, including by issuing the Zoning Violation. A copy of the notice of contract claim is attached as Exhibit F. MSP intends to file suit with a Court of competent jurisdiction if the City denies or fails to timely consider its contract claim.

Dated this 13<sup>th</sup> day of July, 2020.

MAIN ST PROPERTIES LLC, Appellant

By: /s/ Jason M. Bruno  
Jason M. Bruno, NE #23062  
James L. Schneider, NE #25825  
SHERRETS BRUNO & VOGT LLC  
260 Regency Parkway Drive, St. 200  
Omaha, NE 68114  
(402)390-1112 Telephone  
(402)390-1163 Facsimile  
[law@sherrets.com](mailto:law@sherrets.com)  
ATTORNEYS FOR APPELLANT

I hereby certify that on July 13, 2020, a true and accurate copy of the foregoing was served via Electronic Mail to:

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

Bree Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, Nebraska 68005  
[bree.robbs@bellevue.net](mailto:bree.robbs@bellevue.net)

Joey Bockman  
Code Enforcement Supervisor

1500 Wall Street  
Bellevue, Nebraska 68005  
Joey.Bockman@bellevue.net

I hereby certify that on July 13, 2020, a true and accurate copy of the foregoing was served via hand delivery to:

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

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

Bree Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, Nebraska 68005  
bree.robbins@bellevue.net

Board of Adjustment  
Brad Anderson (Chair)  
Maria Nagel (Vice-Chair)  
Jim Hawkins  
Stephanie Cain (Planning Commission Member)  
Nick Petersen (BOA Alternate Member)  
1510 Wall Street  
Bellevue, NE 68005

Joey Bockman  
Code Enforcement Supervisor  
1500 Wall Street  
Bellevue, Nebraska 68005  
Joey.Bockman@bellevue.net

Darryl Kuhlman  
1500 Wall Street  
Bellevue, Nebraska 68005



IN THE OFFICE OF THE BELLEVUE CITY CLERK

MAIN ST PROPERTIES LLC,	)	<b>NOTICE OF</b>
Claimant,	)	<b>CONTRACT CLAIM</b>
vs.	)	
CITY OF BELLEVUE, NEBRASKA,	)	<b>AMOUNT OF CLAIM</b>
Respondent.	)	<b>\$469,738</b>

Main St Properties LLC (“MSP”) presents its claim against the City of Bellevue, Nebraska (“the City”) pursuant to Neb. Rev. Stat. § 16-726 and other applicable law. The name and address of the Claimant are Main St Properties LLC, 2221 Main Street, Bellevue, Nebraska 68005. MSP is represented by attorney, Jason Bruno, and the law firm of Sherrets Bruno & Vogt LLC, at 260 Regency Parkway Drive, Suite 200, Omaha, Nebraska 68114. The amount of the claim is \$469,738, comprised of the following:

- \$14,000 for interference with three additional parking stalls;
- \$250,000 reduction in fair market value of Property;
- \$42,302 in annual U-Haul rental commission profits and \$3,000 profit in box and moving supply;
- \$115,436 in building improvements and expenditures; and
- \$48,000 in annual lost rent from tenants.

On September 10, 2012, MSP and the City entered into the Bellevue Zoning Development Agreement (“the Development Agreement”), wherein the City agreed to rezone MSP’s real property located at 2221 Main Street (“the Property”) from RG-50-OTO to BGM-OTO. The Development Agreement is attached as Exhibit A. The plain terms of the Development Agreement state, in pertinent part:

No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel *north of the north face* of the building currently situated on the Parcel. (Exhibit A, Pg. 2, ¶ 4) (emphasis added).

Prior to the Development Agreement, MSP was utilizing the parking spots north of the north face of the building to park U-Haul vans, trucks, and trailers. MSP gave up the ability to continue to park U-Haul vans, trucks, and trailers in those spots as consideration and in exchange for the obligations of the City in the Development Agreement.

MSP has not violated any zoning laws, ordinances, or regulations. MSP has fully complied with the terms of the Development Agreement and has not parked or stored any U-Haul vans, trucks, or trailers north of the north face of the building since the Development Agreement was executed.

After the passage of nearly eight years since it entered into the Development Agreement, the City suddenly and arbitrarily contended that MSP could not park U-Haul vans, trucks, or trailers in three additional spots circled on the photograph attached as Exhibit B. The City claimed that those three additional spots violate the restriction in the Development Agreement because they are generally on the north side of the building. On June 19, 2020, the City issued Enforcement Official Notice (No. 00310) on the Property. A copy of the Zoning Violation is attached as Exhibit C.

The City's contentions are baseless and constitute material breaches of the Development Agreement. The Development Agreement does not prohibit MSP from parking vehicles on the north side of building or pertain to the three additional parking spots depicted on Exhibit B. The City is attempting to expand the clear and unambiguous language of the Development Agreement, which only prohibits parking to the north of the *north face* of the building. The attempt to re-write and misconstrue the agreement is improper, a breach of contract, and deprives

MSP of the benefit of its bargain. “A contract written in clear and unambiguous language is not subject to interpretation or construction and must be enforced according to its terms.” *Ray Anderson, Inc. v. Buck's, Inc.*, 300 Neb. 434, 441, 915 N.W.2d 36, 42 (2018).

MSP entered into the Development Agreement and gave up valuable consideration, including the right to park in parking spots north of the north face of the building, so it could operate a U-Haul business and park and store U-Haul vans, trucks, or trailers on the Property, including in the three spots depicted in Exhibit B. The City’s attempt to unilaterally change the negotiated and agreed upon terms of the Development Agreement is further contradicted by the Parties’ actions since that agreement was executed. MSP has conspicuously parked U-Haul trucks and trailers in those same three parking spots since September of 2012 with the City’s knowledge and without any problems, complaints, or purported violations. “The best, if not controlling, evidence of the intent of the parties to an agreement is the parties’ interpretation of the agreement as evidenced by their actions in performance of the agreement.” *Marvin E. Jewell & Co. v. Thomas*, 231 Neb. 1, 6, 434 N.W.2d 532, 535 (1989).

The Zoning Violation further constitutes a breach of the Development Agreement because there were no U-Haul, vans, trucks, or trailers located in the three additional spots depicted on Exhibit B or north of the north face of the building at the time it was issued because MSP’s counsel was investigating the City’s contentions. On June 19, 2020, MSP’s attorney alerted the City’s attorney to the fact that there were no U-Haul, vans, trucks, or trailers located in the three additional spots depicted on Exhibit B or north of the north face of the building at the time the Zoning Violation was issued, asked for clarification of the alleged violation, and requested photographic evidence of any violation. A copy of the June 19, 2020 email is attached as Exhibit D. The City never responded to the June 19, 2020 email or provided evidence of any

violation existing at the time of the citation. The Zoning Violation does not articulate the reasons for its issuance with any specificity or list any zoning ordinance sections that MSP purportedly violated. The Zoning Violation required the purported zoning violation to be remedied on or before June 19, 2020, *the same day it was issued*.

On July 2, 2020, the City notified MSP's attorney that a hearing was scheduled before the Bellevue Planning Commission where the Property would be reverted to its previous zoning of RG-50-OTO. A true and correct copy of the July 2, 2020 correspondence is attached as Exhibit E. In the July 2, 2020 correspondence, the City notified MSP that it could not participate in or be heard at the hearing to rezone its Property. The City stated:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.


The City has breached the Development Agreement by: 1) threatening and issuing a Zoning Violation to MSP; 2) attempting to alter and rewrite the Development Agreement years after its execution; 3) interfering with and failing to allow continued use of the Property as a U-Haul operation; 4) failure to allow the RG-50-OTO zoning; 5) threatening to rezone the Property and rezoning the Property; 6) fabricating violations of the Development Agreement; 7) restricting parking and storage on the Property beyond the north of the north face of the building on the Property; 8) impeding MSP's business, expectancies, property rights, and interests; 9) failing to afford MSP appropriate notice of default or opportunity to cure as required by

Paragraph 6 of the Development Agreement; and 10) failing to act in good faith as required by Paragraph 14 of the Development Agreement.

Dated this 12<sup>th</sup> day of July, 2020.

MAIN ST PROPERTIES LLC, CLAIMANT

By:

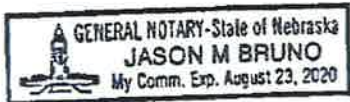
  
Jason M. Bruno, NE #23062  
James L. Schneider, NE #25825  
SHERRETS BRUNO & VOGT LLC  
260 Regency Parkway Drive, St. 200  
Omaha, NE 68114  
(402) 390-1112 Telephone  
(402) 390-1163 Facsimile  
[law@sherrets.com](mailto:law@sherrets.com)  
ATTORNEYS FOR CLAIMANT

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY     )

I, Patrick Shannon, being first duly sworn upon oath, state that I am an authorized representative of the Claimant Main St Properties LLC, I have read the foregoing Notice of Claim, have personal knowledge of the contents herein, and confirm that the facts set forth herein are true and correct to the best of my knowledge and belief.



Subscribed and sworn to before me by Patrick Shannon on this 12<sup>th</sup> day of July, 2020.



  
Notary Public

**CERTIFICATE OF SERVICE**

I hereby certify that on July 12, 2020, a true and accurate copy of the foregoing was served via Electronic Mail to:

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

Brec Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, Nebraska 68005  
[brec.robbins@bellevue.net](mailto:brec.robbins@bellevue.net)

I hereby certify that on July 13, 2020, a true and accurate copy of the foregoing was served via hand delivery to:

Susan Kluthe  
Bellevue City Clerk  
1500 Wall Street  
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Bree Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, Nebraska 68005  
[brec.robbins@bellevue.net](mailto:brec.robbins@bellevue.net)

A handwritten signature in blue ink, appearing to be "Brec Robbins", written over a horizontal line.

# EXHIBIT A

COPY

Record & Return to:  
Adams & Sullivan, P.C., L.L.O.  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

### BELLEVUE ZONING DEVELOPMENT AGREEMENT

THIS ZONING DEVELOPMENT AGREEMENT (the "Agreement"), made this 10<sup>th</sup> day of September, 2012 (the "Effective Date"), by and between Main St. Properties, LLC (the "Owner") and the City of Bellevue, a Nebraska Municipal Corporation (the "City"). For the purposes of this Agreement, Owner and City may be referred to individually as a "Party" and collectively as the "Parties".

#### RECITALS

A. WHEREAS, the Owner is the owner of the real property legally described as Lots 1-3, Block 55, City of Bellevue, Sarpy County, Nebraska (the "Parcel"), which Parcel is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and

B. WHEREAS, the Owner has requested rezoning of the Parcel by the City from RG-50-OTO to BGM-OTO to allow continued use of the Parcel for business offices and to allow use of the Parcel as a U-Haul operation for the rental of moving vans, trucks, trailers and related equipment and the sale of boxes and packing materials (the "Project"); and

C. WHEREAS, the City is willing to conditionally rezone the Parcel from RG-50-OTO to BGM-OTO so long as the Parcel is not used for any other uses, as defined by the City of Bellevue Zoning Ordinance, allowable under BGM zoning, except as provided herein; and

D. WHEREAS, City has determined that it is in the best interest of the health, safety and welfare of the City and its residents to exercise its legislative prerogative in favor of Owner as contemplated by paragraph B of the recitals conditioned upon Owner establishing for its own benefit and for the mutual benefit of all future owners and occupants of the Parcel, certain

privileges, covenants, terms, conditions, restriction, and rights in, under, over and upon the Parcel together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Parcel in addition to those matters currently of record, and notwithstanding any other right, privilege, interest of entitlement whatsoever inuring to Owner or their successors, grantees or transferees as an owner, user or occupant of the Parcel, whether under the laws of the State of Nebraska, the City or otherwise, the same hereby being waived by Owner to the maximum extent permitted by law; and

E. WHEREAS, it is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any right, title or interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Agreement, all of which shall run with the land and be binding upon the Parcel and anyone having or acquiring any rights, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions created hereunder are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Parcel, the comprehensive development of the City and otherwise for the public health, safety, welfare and best interests of the City and its residents.

NOW THEREFORE, the Parties agree as follows:

1. Authority. The City has the authority to enter into this Agreement pursuant to Neb. Rev. Stat. §19-901 et. seq., as amended, and pursuant to Nebraska law.
2. Zoning. The City shall conditionally rezone the Parcel from RG-50-OTO to BGM-OTO.
3. Initial Use and Development. The Parcel shall be used only for (a) business offices and (b) the Project except as any different use is expressly authorized hereafter by action of the Bellevue City Council
4. Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel north of the north face of the building currently situated on the Parcel.
5. Zoning Restrictions. The Parcel shall retain conditional BGM-OTO zoning for the term of this Agreement if and only if the following conditions are satisfied:
  - (a) The Parcel shall be used for the Project and for business offices and for no other use or purpose.
  - (b) The City shall file this Agreement and any amendments thereto, including all exhibits, in the Sarpy County office specified for recording zoning ordinances. The City shall record this Agreement and any amendments thereto, including all exhibits, in the Office of the

Register of Deeds of Sarpy County, Nebraska, against the Parcel so as to notify all persons, including future owners of the Parcel, as to the use and development restrictions placed upon the Parcel; and

(c) The Developer shall otherwise comply with the requirements for BGM-OTO.

(d) At such time as none of the lots presently zoned for residential uses in Blocks 55, 56 and 106, City of Bellevue, are zoned for residential uses, the limitations and restrictions set forth in this agreement shall be of no further force and effect, with the Parcel thereafter being usable for any purpose permitted under BGM zoning.

6. Violations and Remedies. In the event that the Owner should violate any of the provisions of this Agreement, then, after providing the Owner with written notice of such violation, and upon the Owner's failure to cure such violation within ten (10) days after receipt of such notice, or, after three (3) violations have occurred regardless if the violations are cured, the City shall have the following rights:

(a) To schedule a hearing to rezone the Parcel to its prior RG-50-OTO zoning and, at such hearing, rezone the Parcel back to RG-50-OTO zoning;

(b) To deny the approval of any additional permits or certificates with respect to the Parcel;

(c) To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and

(d) To utilize any and all other remedies provided to the City by law.

7. Acknowledgement of Remedies of City. Owner acknowledges that failure to comply with the terms of this Agreement shall cause damage to the City which may not be fully redressed by monetary damages and that the remedies provided to the City in this Agreement constitute reasonable liquidated damages clauses under Nebraska law.

8. Jurisdiction and Venue. Should the City bring any legal action pursuant to this Agreement, Owner, including their officers, directors and employees, shall consent to personal jurisdiction in the State of Nebraska and shall consent to venue in Sarpy County, Nebraska.

9. Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of the Parties hereto, and their respective successors and assigns. No right granted herein may be severed from the entirety of this Agreement except as expressly permitted by this Agreement, or by the written consent of the then interested Parties.

11. Nondiscrimination. With respect to development of the Project, neither the Developer nor the Owner shall discriminate against any persons on account of race, national origin, sex, age, political or religious affiliations, or disability in violation of federal or state laws or local ordinances.

12. Choice of Laws. The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

13. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

14. Good Faith. Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

15. Warranty. Owner represents, covenants and warrants that the making and execution of this Agreement, and all other documents and instruments required or related hereunder, have been fully authorized by the necessary corporate and company action of Owner and are valid, binding and enforceable obligations of the Owner in accordance with their respective terms.

16. Modification. This Agreement may not be amended, modified or altered unless by written agreement signed by the City and Owner.

17. Approval. This Agreement is conditional, subject to the approval of the City Council of City.

18. Running with the Land. This Agreement, including any obligations, representations, warranties and covenants shall run with the Parcel and shall be binding upon any subsequent owners of the Parcel.

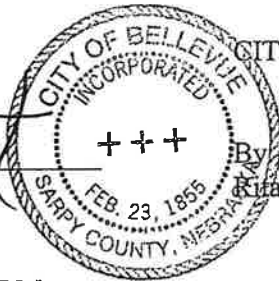
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

*(Signature pages to follow.)*

ATTEST:

*[Signature]*  
City Clerk



CITY OF BELLEVUE

By *[Signature]*  
Rita Sanders, Mayor

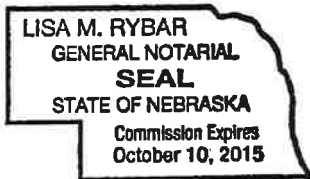
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY    )

On this 10<sup>th</sup> day of September, 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders, Mayor of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be her voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.



*[Signature]*  
\_\_\_\_\_  
Notary Public

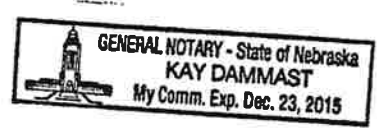
MAIN ST. PROPERTIES, LLC

By: *Pat Shannon*  
Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY     )

On this 11<sup>th</sup> day of September 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Pat Shannon, Manager of Main St. Properties, LLC, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed as the Manager of Main St. Properties, LLC and the voluntary act and deed of the LLC.

Witness my hand and notarial seal on the day and year last above written.



*Kay Dammast*  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Owner

# EXHIBIT B



# EXHIBIT C

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z. No 00310

TIME 2:15 pm

DATE June 19, 2020

NAME: Posted Front Door ADDRESS: —

LOCATION OF VIOLATION: 2221 Main St

OWNER: — ADDRESS: —

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE  
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

Zoning Ordinance Sec: Ref Contract Zoning Agreement

Zoning Ordinance Sec: with City of Bellevue

Zoning Ordinance Sec: —

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) ON OR

BEFORE: July 19 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Uhaul vans, trucks  
and/or trailers Parked or Stored South of the  
North face of the Building

THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS  
WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT** at **402-293-3026**.

Received by: Posted Front Door Issued by: D. Kuhlman

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THIS OFFICIAL NOTICE**, PLEASE CONTACT:  
BELLEVUE CODE ENFORCEMENT AT **402-293-3050**  
  
FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THE APPEAL PROCESS**, PLEASE CONTACT:  
BELLEVUE PLANNING DEPARTMENT AT **402-293-3026**

# EXHIBIT D

## Jason Bruno

---

**From:** Jason Bruno  
**Sent:** Friday, June 19, 2020 3:52 PM  
**To:** Bree Robbins  
**Cc:** Law Office  
**Subject:** Re: 6.19.20 Ltr to Bruno re 2221 Main Street

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good afternoon,

Would you mind telling me what the violation Mr. Shannon received today was for? That aerial was not current and there was nothing in the three spots referenced at the time the citation was issued. Do you have any photographic evidence of the purported violation? Thank you.

Jason M. Bruno  
Attorney at Law  
Licensed in Nebraska, Arizona, Minnesota & Texas

On Jun 19, 2020, at 1:45 PM, Bree Robbins <bree.robbsins@bellevue.net> wrote:

Mr. Bruno:  
Please see attached.

Bree Robbins  
Bellevue City Attorney

1500 Wall Street  
Bellevue, NE 68005  
(402) 682-6157 - Tahnee (City Paralegal)  
(402) 682-6156 - Bree  
(402) 293-3058 - Fax

Confidentiality Notice: 18 U.S.C. 2510 et seq. provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient

<6.19.20 Ltr to Bruno re Uhaul.pdf>

# EXHIBIT E



## CITY OF BELLEVUE

OFFICE OF THE CITY ATTORNEY  
1500 Wall Street ☐ Bellevue, NE 68005 ☐ (402) 682-6156  
Bree.robbs@bellevue.net

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July 2, 2020

Jason Bruno  
[jbruno@sherrets.com](mailto:jbruno@sherrets.com)  
[law@sherrets.com](mailto:law@sherrets.com)

RE: 2221 Main Street (*Lots 1- 3 Block 55 Bellevue*)  
REZONING NOTICE

Dear Mr. Bruno:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.

Finally, your paralegal, Alysia Waller, called our planning department on June 30, 2020 inquiring into how to appeal a zoning violation received on or about June 19, 2020 (Z-00310). Typically, appeals are made the Bellevue Board of Adjustment and only allowed for specific enumerated reasons, none of which would be applicable in the present situation. Additionally, as stated above, your client has waived its right to defend any action(s) of the City to enforce its rights under this agreement. Additionally, I would remind you that the City of Bellevue is represented by an attorney in this matter, as you are well aware, and all communications from your office need to go directly through me.

Sincerely,

/s/ *Bree Robbins*

Bree Robbins  
City Attorney

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

MAIN ST PROPERTIES LLC,	)	<b>Case No. 8:20-cv-278</b>
	)	
Plaintiff,	)	<b>COMPLAINT</b>
	)	
vs.	)	<b>TRIAL IN OMAHA,</b>
	)	<b>NEBRASKA</b>
THE CITY OF BELLEVUE, NEBRASKA	)	
BREE ROBBINS, DARRYL KUHLMAN,	)	
and JANE AND JOHN DOES,	)	
	)	<b>JURY DEMANDED</b>
Defendants.	)	

Plaintiff submits the following Complaint against the Defendants:

**JURISDICTION AND VENUE**

1. Plaintiff invokes this Court's jurisdiction under 28 U.S.C. § 1343(a)(1), 28 U.S.C. § 1343(a)(3), and 28 U.S.C. § 1331. This action is authorized and instituted pursuant to 18 U.S.C. § 1964, 42 U.S.C. § 1983, 42 U.S.C. § 1985, and the Fifth and Fourteenth Amendments to the United States Constitution.
2. This Court has personal jurisdiction and venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(b)(2) because the Defendants reside in this district and the events giving rise to Plaintiff's claims occurred in this district.

## **PARTIES**

3. Plaintiff Main St Properties LLC (“MSP”) is a Wyoming limited liability company registered to do business in and doing business in Bellevue, Nebraska.
4. Defendant the City of Bellevue (the “City”) is a political subdivision of the State of Nebraska.
5. Upon information and belief, Defendant Bree Robbins (“Robbins”) is a resident of Bellevue, Nebraska. Robbins is the City Attorney for the City of Bellevue.
6. Upon information and belief, Defendant Darryl Kuhlman (“Kuhlman”) is a resident of Bellevue, Nebraska. Kuhlman is a Code Enforcement representative for the City of Bellevue.
7. Defendants Jane and John Does are individuals that have yet to be discovered or identified who acted in concert with, in conjunction with, and conspired with some or all of the Defendants to circumvent and violate MSP’s constitutional, contractual, and other rights. It is anticipated that some of the Jane and John Does will be agents and representatives of the City.

## FACTS AND BACKGROUND

8. MSP is the owner of the real property located at 2221 Main Street, Bellevue, Nebraska 68005 (“the Property”). The Property was part of the Mission Reserve created in the first official plat of Bellevue in the Nebraska Territory in approximately 1854.
9. Patrick Shannon (“Shannon”) is an affiliate of MSP.
10. Since prior to 2012, MSP has operated a U-Haul operation out of the Property for the rental of moving vans, trucks, trailers, and related equipment and the sale of boxes and packing materials.
11. On September 10, 2012, MSP and the City entered into the Bellevue Zoning Development Agreement (the “Development Agreement”). A true and correct copy of the Development Agreement is attached as Exhibit A. [Doc. 1-1.]
12. Pursuant to the Development Agreement, the City agreed to, among other things, conditionally rezone MSP’s Property from RG-50-OTO<sup>1</sup> to BGM-OTO to allow it to continue operating its U-Haul business and continue to use the Property for business offices without interference.

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<sup>1</sup> RG-50-OTO is a combined General Residential and Olde Town Overlay District discussed at §§ 5.12 and 5.31 of the Zoning Ordinance. BGM-OTO is a combined Metropolitan General Business District and Olde Town Overlay District discussed at §§ 5.12 and 5.31 of the Zoning Ordinance.

13. Prior to the Development Agreement, MSP was utilizing the parking spots north of the north face of the building to park U-Haul vans, trucks, and trailers.
14. As consideration and in exchange for the obligations of the City in the Development Agreement, MSP surrendered the ability to park U-Haul vans, trucks, and trailers north of the north face of the building located on the Property. The Development Agreement plainly states, in pertinent part:

Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel *north of the north face* of the building currently situated on the Parcel.

(Doc. 1-1, Pg. 2, ¶ 4) (emphasis added).
15. In reliance upon the Development Agreement, MSP made extensive improvements to the Property in excess of \$115,436.65. MSP currently has five other tenants leasing portions of the Property aside from itself.
16. In 2020, the Defendants, and likely others who are presently unknown, commenced a conspiracy to harm and harass MSP and Shannon and circumvent and violate MSP's constitutional, contractual, and other rights.
17. As part of that conspiracy, after the passage of nearly eight years since the Development Agreement, the City suddenly and arbitrarily contended that MSP could not park U-Haul related vehicles in three additional parking spots circled on the photograph attached as Exhibit B. [Doc. 1-2.]

18. MSP entered into the Development Agreement and gave up valuable consideration, including the right to park in parking spots north of the north face of the building, so it could continue to operate a U-Haul business and park and store U-Haul vans, trucks, and/or trailers on the Property without interference, including in the three spots depicted in Exhibit B. [Doc. 1-2.] The three additional spots that the City is effectively attempting to condemn are the largest and most profitable spots and are crucial to the U-Haul business.
19. MSP would not have entered into the Development Agreement or provided any consideration to the City if it could not utilize the three additional parking spots to park and store U-Haul vans, trucks, and/or trailers or the City requested parking limitations extending beyond the north of the north face of the building.
20. The plain terms of the Development Agreement do not prohibit MSP from parking anywhere on the north side of the building.
21. Since the Development Agreement was executed, MSP has *never* parked or stored any U-Haul vans, trucks, or trailers *north of the north face of the building*.
22. MSP has conspicuously parked U-Haul vans, trucks, or trailers in those three additional parking spots since September of 2012 with the City's knowledge

and without any problems, complaints, or purported violations. In May of 2020, Councilman Bob Stinson, stated to Shannon, while on the Property, that he drives by the Property all of the time and knows that those three additional spots have been used for the parking of U-Haul trailers.

23. On June 18, 2020, MSP's counsel sent a letter informing the City that it was improperly seeking to expand the terms of the Development Agreement, violating MSP's rights, causing harm to MSP, and requesting that the City cease and desist from further attempting to breach the Development Agreement or harm or intimidate MSP or Shannon. A true and correct copy of the June 18, 2020 letter is attached as Exhibit C. [Doc. 1-3.]
24. On June 19, 2020, at the direction of the City and Robbins, Kuhlman trespassed upon MSP's Property and posted a Zoning Violation. A true and correct copy of the Zoning Violation is attached as Exhibit D. [Doc. 1-4.]
25. The Zoning Violation is facially arbitrary, punitive, retaliatory, and void for vagueness.
26. The Zoning Violation does not articulate the reasons for its issuance with any specificity or list any zoning ordinance sections that MSP purportedly violated.
27. The Zoning Violation requires the purported zoning violation to be remedied on or before June 19, 2020, *the same day it was issued*.

28. MSP has not violated any zoning laws, ordinances, or regulations.
29. There were also no U-Haul vans, trucks, or trailers located in the three additional spots depicted on Exhibit B at the time the Zoning Violation was issued because MSP's attorney was reviewing the matter. [Doc. 1-2.]
30. On June 19, 2020, MSP's attorney alerted Robbins to the fact that there were no U-Haul vans, trucks, or trailers located in the three spots depicted on Exhibit B or north of the north face of the building at the time the Zoning Violation was issued, asked for clarification of the alleged violation, and requested photographic evidence of any violation. A true and correct copy of the June 19, 2020 email to Robbins is attached as Exhibit E. [Doc. 1-5.]
31. The City never responded to the June 19, 2020 email or provided evidence of any violation existing at the time of the Zoning Violation because there was no violation.
32. The Defendants' retaliatory actions escalated further. On July 2, 2020, Robbins notified MSP's attorney that a hearing was scheduled before the Bellevue Planning Commission where the Property would be reverted to its previous zoning of RG-50-OTO. A true and correct copy of the July 2, 2020 correspondence from Robbins is attached as Exhibit F. [Doc. 1-6.]

33. In the July 2, 2020 correspondence, Robbins notified MSP that it could not participate in or be heard at the hearing to rezone its Property. Robbins stated:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.

34. In the July 2, 2020 correspondence, Robbins further contended that MSP had no right to appeal the Zoning Violation to the Board of Adjustment:

Finally, your paralegal, Alysia Waller, called our planning department on June 30, 2020 inquiring into how to appeal a zoning violation received on or about June 19, 2020 (Z-00310). Typically, appeals are made the Bellevue Board of Adjustment and only allowed for specific enumerated reasons, none of which would be applicable in the present situation. Additionally, as stated above, your client has waived its right to defend any action(s) of the City to enforce its rights under this agreement.

35. Robbins made this contention even though the Zoning Violation states, in pertinent part:

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above.

**FIRST CAUSE OF ACTION:  
VIOLATION OF DUE PROCESS UNDER 42 U.S.C. § 1983**

36. The foregoing paragraphs are incorporated by reference.<sup>2</sup>
37. Defendants have violated the rights of MSP guaranteed under Federal and State law, including 42 U.S.C. § 1983, the Fifth Amendment to the United States Constitution, the Fourteenth Amendment to the United States Constitution, and Article 1, § 3 of the Nebraska Constitution.
38. Defendants are depriving MSP of procedural and substantive due process.
39. MSP is being denied its right to appeal from the Zoning Violation before the Board of Adjustment and subsequently to the Sarpy County District Court, if

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<sup>2</sup> Paragraph 9 of the Development Agreement states, “Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by the City based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement. This provision is unenforceable, unconstitutional, invalid, illegal, violative of the City and Nebraska’s public policies, and inapplicable. The City is not enforcing any rights under the Development Agreement, the City is not acting in good faith, a party cannot rely upon terms of an agreement that it has breached, and there was a failure of consideration and satisfaction of conditions precedent.

necessary, under both the City's Zoning Ordinance (§§ 10.02 & 10.04) and Nebraska law.

40. MSP is being deprived of its rights under the Development Agreement as it has never defaulted, never been declared in default by any court of competent jurisdiction, and has not been afforded appropriate notice of default or opportunity to cure as required by Paragraph 6 of the Development Agreement.
41. MSP is being deprived of its right to resist, present evidence, be heard, and participate in proceedings to rezone its Property.
42. The City's Zoning Ordinance and procedures require a specific process, application, and a public hearing for any property to be considered for rezoning or rezoned. The City's published Developer's Guide related to Rezoning Requests is attached as Exhibit G. [Doc. 1-7.]
43. The rezoning of a property in the City must also be done in accordance with the City's comprehensive plan, to promote the health, safety, and general welfare of the community and:

- To implement the goals, policies, and proposals of the Comprehensive Plan for the zoning jurisdiction;
- To lessen congestion in streets;
- To secure safety from fire and other dangers;
- To provide adequate light and air;
- To encourage the most productive use of urban land resources through promotion of compatible land use patterns;

To promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements;

To regulate and restrict the location and use of buildings and uses of land within each district for residential, commercial, industrial and other purposes;

To regulate and restrict height, number of stories and size of buildings;

To regulate and restrict the percentage of the lot that may be occupied by buildings and other structures; to regulate the size of yards and open spaces;

To guard against loss of life and damage to property due to flooding through protection of natural drainage features; to preserve features of historical significance;

To promote the conservation of natural resources;

To protect property values; to protect property against blight and depreciation; and

To secure economy in governmental expenditures.

(Zoning Ordinance § 1.02).

44. The rezoning of a property must be consistent with the surrounding areas and properties. The City's Land Use Plan designates the Property, and the surrounding ones for up to approximately two blocks, to be within an Activity Center. RG-50-OTO zoning for the Property is not consistent with an Activity Center and contrary to the City's expressed desire for commercial type uses.
45. No party submitted an appropriate application or development plan to rezone MSP's Property.
46. As Robbins made clear, the City has no intention of holding a public

hearing, following the process required by its own Zoning Ordinance and procedures, or considering any of the relevant factors required for a rezoning. Instead, the City intends to arbitrarily rezone the Property to RG-50-OTO on July 23, 2020 to punish and retaliate against MSP and Shannon.

47. MSP cannot exhaust any state remedies because the Defendants are refusing to afford it any due process and hindering and obstructing its opportunity to be heard or defend itself.
48. As a result of Defendants' actions, MSP has suffered damages and will continue to suffer damages as the Defendants' retaliatory and unlawful conduct continues to escalate.

**SECOND CAUSE OF ACTION:  
VIOLATION OF EQUAL PROTECTION UNDER THE LAW**

49. The foregoing paragraphs are incorporated by reference.
50. The Fourteenth Amendment to the Constitution of the United States and Article I, § 3 of the Nebraska Constitution guarantee equal protection under the laws.
51. MSP is being discriminated against and treated differently than similarly situated person, entities, and property owners.
52. MSP constitutes a "class of one."
53. Upon information and belief, MSP is likely the only person, entity, or property owner, out of hundreds or thousands, denied the opportunity and

right to appeal a Notice of Violation to the Board of Adjustment.

54. The City's standard Notice of Violation form demonstrates that anyone issued a Notice of Violation is entitled an appeal to the Board of Adjustment.
55. Upon information and belief, MSP is likely the only person, entity, or property owner, out of hundreds or thousands, issued a Notice of Violation that did not specify the Zoning Ordinance Sections allegedly violated.
56. The City's standard Notice of Violation form has a specific section that states, "YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:"
57. The City's standard Notice of Violation form has a specific section containing blank lines and boxes to be checked where the City is required to identify the specific Zoning Ordinance Sections allegedly violated.
58. Upon information and belief, MSP is likely the only property owner, out of hundreds or thousands, to have its real property threatened to be rezoned or rezoned without an application, an alternative development plan, a public hearing, or an opportunity to resist, present evidence, be heard, or participate in the proceedings, and/or where the property was to be automatically rezoned without regard to the City's own Zoning Ordinance and procedures

or consideration of any of the relevant factors required for a rezoning.

59. There is no rational basis for the difference in treatment of MSP to those similarly situated. MSP is being specifically targeted to harm, harass, intimidate, and retaliate against MSP and Shannon.

**THIRD CAUSE OF ACTION:  
RETALIATION UNDER 42 U.S.C. § 1985**

60. The foregoing paragraphs are incorporated by reference.
61. 42 U.S.C. § 1985(2) is captioned “Obstructing justice; intimidating party, witness, or juror” and states:

If two or more persons in any State or Territory conspire to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws[.]

62. Defendants violated 42 U.S.C. § 1985(2) by conspiring to hinder, obstruct, and deter, including by intimidation and threat, MSP from seeking to enforce its rights under the Development Agreement, appealing the Zoning Violation

to the Board of Adjustment and the Sarpy County District Court, from attending or testifying before the Board of Adjustment, Planning Commission, and Sarpy County District Court, and from contesting Defendants' arbitrary attempt to rezone the Property.

63. Defendants violated 42 U.S.C. § 1985(2) by conspiring to influence (and actually make) the decisions of the Board of Adjustment and the Bellevue Planning Commission.
64. Defendants violated 42 U.S.C. § 1985(2) by conspiring to injure and retaliating against MSP for retaining counsel, speaking out against and challenging the City's actions, for lawfully enforcing, or attempting to enforce its property, constitutional, and property rights, including those arising under the Development Agreement and Zoning Ordinance.

**FOURTH CAUSE OF ACTION:  
EQUITABLE ESTOPPEL**

65. The foregoing paragraphs are incorporated by reference.
66. The City should be estopped from claiming that MSP cannot park U-Haul vans, trucks, or trailers in the three additional parking spots depicted on Exhibit B and that doing so constitutes a breach of the Development Agreement. [Doc. 1-2.]
67. The City engaged in affirmative representations and conduct establishing that MSP could park U-Haul vans, trucks, and trailers in the three parking

spots depicted on Exhibit B, including negotiating, memorializing, and executing the Development Agreement and accepting and benefiting from consideration received from MSP. [Doc. 1-2.]

68. MSP reasonably relied upon the City's representations by entering into the Development Agreement, giving up the right to park U-Haul vans, trucks, and trailers in parking spots north of the north face of the building, making improvements to the Property in excess of \$115,436.65, and entering into lease and other agreements with tenants.
69. MSP has conspicuously parked U-Haul related vehicles in those three additional parking spots since September of 2012 with the City's knowledge and without any problems, complaints, or purported violations.
70. MSP had no way of knowing that the City would try to unilaterally and arbitrarily attempt to expand the terms of the Development Agreement nearly eight years after it was executed.

#### **DEMAND FOR JURY TRIAL**

71. MSP hereby demands a trial by jury on all claims so triable.
72. Pursuant to Local Rule 40.1(b), MSP requests the trial be held in Omaha, Nebraska.

WHEREFORE, Plaintiff requests relief as follows:

- A. An order temporarily and permanently restraining and enjoining

- Defendants from attempting to rezone or rezoning the Property;
- B. An order temporarily and permanently restraining and enjoining Defendants from preventing Plaintiff from appealing the Zoning Violation to the Board of Adjustment and Sarpy County District Court;
- C. An order temporarily and permanently restraining and enjoining Defendants from taking any further action against Plaintiff or the Property during the pendency of this action;
- D. A declaration that Plaintiff did not violate the Development Agreement and that the Development Agreement permits MSP to park U-Haul vans, trucks, and trailers in the three additional parking spots depicted on Exhibit B [Doc. 1-2.];
- E. A declaration that the Zoning Violation is unlawful, void, and unenforceable against Plaintiff;
- F. All general, special, compensatory, statutory, and punitive damages in amounts to be proven at trial;
- G. Attorneys' fees as may be allowed by law; and
- H. Such other and further relief as is just and necessary.

MAIN ST PROPERTIES LLC, Plaintiff

By: /s/ Jason M. Bruno  
Jason M. Bruno, NE #23062

James L. Schneider, NE #25825  
Thomas G. Schumacher, NE #26856  
SHERRETS BRUNO & VOGT LLC  
260 Regency Parkway Drive, St. 200  
Omaha, NE 68114  
(402)390-1112 Telephone  
(402)390-1163 Facsimile  
[law@sherrets.com](mailto:law@sherrets.com)  
ATTORNEYS FOR PLAINTIFF

# EXHIBIT A

**COPY**

Record & Return to:  
Adams & Sullivan, P.C., L.L.O.  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

### BELLEVUE ZONING DEVELOPMENT AGREEMENT

THIS ZONING DEVELOPMENT AGREEMENT (the "Agreement"), made this 10<sup>th</sup> day of September, 2012 (the "Effective Date"), by and between Main St. Properties, LLC (the "Owner") and the City of Bellevue, a Nebraska Municipal Corporation (the "City"). For the purposes of this Agreement, Owner and City may be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

A. WHEREAS, the Owner is the owner of the real property legally described as Lots 1-3, Block 55, City of Bellevue, Sarpy County, Nebraska (the "Parcel"), which Parcel is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and

B. WHEREAS, the Owner has requested rezoning of the Parcel by the City from RG-50-OTO to BGM-OTO to allow continued use of the Parcel for business offices and to allow use of the Parcel as a U-Haul operation for the rental of moving vans, trucks, trailers and related equipment and the sale of boxes and packing materials (the "Project"); and

C. WHEREAS, the City is willing to conditionally rezone the Parcel from RG-50-OTO to BGM-OTO so long as the Parcel is not used for any other uses, as defined by the City of Bellevue Zoning Ordinance, allowable under BGM zoning, except as provided herein; and

D. WHEREAS, City has determined that it is in the best interest of the health, safety and welfare of the City and its residents to exercise its legislative prerogative in favor of Owner as contemplated by paragraph B of the recitals conditioned upon Owner establishing for its own benefit and for the mutual benefit of all future owners and occupants of the Parcel, certain

privileges, covenants, terms, conditions, restriction, and rights in, under, over and upon the Parcel together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Parcel in addition to those matters currently of record, and notwithstanding any other right, privilege, interest of entitlement whatsoever inuring to Owner or their successors, grantees or transferees as an owner, user or occupant of the Parcel, whether under the laws of the State of Nebraska, the City or otherwise, the same hereby being waived by Owner to the maximum extent permitted by law; and

E. WHEREAS, it is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any right, title or interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Agreement, all of which shall run with the land and be binding upon the Parcel and anyone having or acquiring any rights, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions created hereunder are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Parcel, the comprehensive development of the City and otherwise for the public health, safety, welfare and best interests of the City and its residents.

NOW THEREFORE, the Parties agree as follows:

1. Authority. The City has the authority to enter into this Agreement pursuant to Neb. Rev. Stat. §19-901 et. seq., as amended, and pursuant to Nebraska law.
2. Zoning. The City shall conditionally rezone the Parcel from RG-50-OTO to BGM-OTO.
3. Initial Use and Development. The Parcel shall be used only for (a) business offices and (b) the Project except as any different use is expressly authorized hereafter by action of the Bellevue City Council
4. Restrictions on the Project. No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel north of the north face of the building currently situated on the Parcel.
5. Zoning Restrictions. The Parcel shall retain conditional BGM-OTO zoning for the term of this Agreement if and only if the following conditions are satisfied:
  - (a) The Parcel shall be used for the Project and for business offices and for no other use or purpose.
  - (b) The City shall file this Agreement and any amendments thereto, including all exhibits, in the Sarpy County office specified for recording zoning ordinances. The City shall record this Agreement and any amendments thereto, including all exhibits, in the Office of the

Register of Deeds of Sarpy County, Nebraska, against the Parcel so as to notify all persons, including future owners of the Parcel, as to the use and development restrictions placed upon the Parcel; and

(c) The Developer shall otherwise comply with the requirements for BGM-OTO.

(d) At such time as none of the lots presently zoned for residential uses in Blocks 55, 56 and 106, City of Bellevue, are zoned for residential uses, the limitations and restrictions set forth in this agreement shall be of no further force and effect, with the Parcel thereafter being usable for any purpose permitted under BGM zoning.

6. Violations and Remedies. In the event that the Owner should violate any of the provisions of this Agreement, then, after providing the Owner with written notice of such violation, and upon the Owner's failure to cure such violation within ten (10) days after receipt of such notice, or, after three (3) violations have occurred regardless if the violations are cured, the City shall have the following rights:

(a) To schedule a hearing to rezone the Parcel to its prior RG-50-OTO zoning and, at such hearing, rezone the Parcel back to RG-50-OTO zoning;

(b) To deny the approval of any additional permits or certificates with respect to the Parcel;

(c) To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and

(d) To utilize any and all other remedies provided to the City by law.

7. Acknowledgement of Remedies of City. Owner acknowledges that failure to comply with the terms of this Agreement shall cause damage to the City which may not be fully redressed by monetary damages and that the remedies provided to the City in this Agreement constitute reasonable liquidated damages clauses under Nebraska law.

8. Jurisdiction and Venue. Should the City bring any legal action pursuant to this Agreement, Owner, including their officers, directors and employees, shall consent to personal jurisdiction in the State of Nebraska and shall consent to venue in Sarpy County, Nebraska.

9. Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of the Parties hereto, and their respective successors and assigns. No right granted herein may be severed from the entirety of this Agreement except as expressly permitted by this Agreement, or by the written consent of the then interested Parties.

11. Nondiscrimination. With respect to development of the Project, neither the Developer nor the Owner shall discriminate against any persons on account of race, national origin, sex, age, political or religious affiliations, or disability in violation of federal or state laws or local ordinances.

12. Choice of Laws. The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

13. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

14. Good Faith. Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

15. Warranty. Owner represents, covenants and warrants that the making and execution of this Agreement, and all other documents and instruments required or related hereunder, have been fully authorized by the necessary corporate and company action of Owner and are valid, binding and enforceable obligations of the Owner in accordance with their respective terms.

16. Modification. This Agreement may not be amended, modified or altered unless by written agreement signed by the City and Owner.

17. Approval. This Agreement is conditional, subject to the approval of the City Council of City.

18. Running with the Land. This Agreement, including any obligations, representations, warranties and covenants shall run with the Parcel and shall be binding upon any subsequent owners of the Parcel.

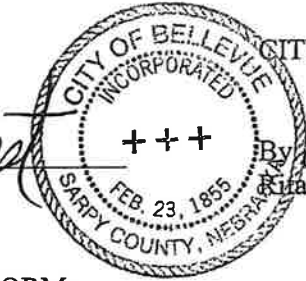
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

*(Signature pages to follow.)*

ATTEST:

*Ray Dammas*  
City Clerk



CITY OF BELLEVUE

By *Rita Sanders*  
Rita Sanders, Mayor

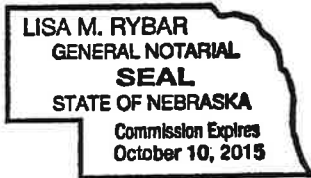
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY    )

On this 10<sup>th</sup> day of September, 2012, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders, Mayor of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be her voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.



*Lisa M Rybar*  
\_\_\_\_\_  
Notary Public



# EXHIBIT B



# EXHIBIT C

**SHERRETS BRUNO & VOGT LLC**

**James D. Sherrets**  
licensed in Arizona, Colorado &  
Nebraska

260 Regency Parkway Drive, Ste. 200  
Omaha, NE 68114

**James L. Schneider**  
licensed in Nebraska

**Robert S. Sherrets**  
licensed in Kansas, Nebraska,  
Missouri & Iowa

8700 E Vista Bonita Drive, Ste. 236  
Scottsdale, AZ 85255

**Thomas G. Schumacher**  
licensed in Nebraska

**Jason M. Bruno**  
licensed in Arizona, Minnesota,  
Nebraska & Texas

Phone: (402) 390-1112

**Max J. Kelch**  
licensed in Nebraska

Fax: (402) 390-1163

**Diana J. Vogt**  
licensed in Nebraska

[www.sherretslaw.com](http://www.sherretslaw.com)

E-mail: [law@sherrets.com](mailto:law@sherrets.com)

June 18, 2020

Bree Robbins  
City of Bellevue  
Office of the City Attorney  
1500 Wall Street  
Bellevue, NE 68005

Via Email: [Bree.robbs@bellevue.net](mailto:Bree.robbs@bellevue.net)

**RE: 2221 Main Street  
Pat Shannon Bellevue Zoning Development Agreement**

Dear Ms. Robbins:

Please be advised that I represent Pat Shannon and Main Street Properties, LLC ("MSP"). Please direct any further communications regarding this matter to me. I am in receipt of your May 21, 2020 letter claiming that Mr. Shannon violated the Bellevue Zoning Development Agreement entered into between MSP and the City of Bellevue on September 10, 2012 ("Development Agreement") by parking U-Haul trucks/trailers on the north side of the building.

Your accusations are unfounded and contradict the plain terms of the Development Agreement, which states, in pertinent part:

No parking or storage of U-Haul vans, trucks or trailers shall be permitted on the portion of the Parcel *north of the north face* of the building currently situated on the Parcel. (emphasis added).

The contractual limitation does not prohibit MSP from parking vehicles "on the north side of building" as represented in your letter. The City is attempting to expand upon the clear and unambiguous language of the Development Agreement, which only prohibits parking to the north of the *north face* of the building. The attempt to re-write and misconstrue the agreement is improper and deprives MSP of the benefit of its bargain. "A contract written in clear and unambiguous language is not subject to interpretation or construction and must be enforced according to its terms." *Ray Anderson, Inc. v. Buck's, Inc.*, 300 Neb. 434, 441, 915 N.W.2d 36, 42 (2018).

June 18, 2020

Page 2 of 2

MSP has fully complied with the terms of the Development Agreement and no U-Haul vans, trucks, or trailers have been parked north of the north face of the building. The trailers you reference were lawfully and appropriately parked in accordance with the Development Agreement. I attach a photograph, with the trailers circled, that undisputedly shows that they were not parked north of the north face of the building.

The City's attempt to unilaterally change the negotiated terms of the Development Agreement is further contradicted by the Parties' actions since that agreement was executed. MSP has consistently and conspicuously parked U-Haul trucks and trailers in those same three parking spots since September of 2012 with the City's knowledge and without any problems, complaints, or purported violations. "The best, if not controlling, evidence of the intent of the parties to an agreement is the parties' interpretation of the agreement as evidenced by their actions in performance of the agreement." *Marvin E. Jewell & Co. v. Thomas*, 231 Neb. 1, 6, 434 N.W.2d 532, 535 (1989).

The City's actions are interfering with MSP's property interests and business and significant money losses continue to accrue by the day. Please confirm to me in writing by close of business on June 23, 2020, time being of the essence, that MSP can continue to park in those three spots as it has been doing for nearly a decade and that MSP and Mr. Shannon will no longer be cited, harassed, or threatened by the City.

If this confirmation is not received or MSP or Mr. Shannon are subjected to further harassment or threats, my clients fully intend to seek redress against the City, including for violations of their civil rights, condemnation of their property rights and interests, and breach of the Development Agreement. If my clients are forced to file suit, they intend to seek compensatory damages, punitive damages, attorney fees, and any other damages or remedies authorized by law.

If you have any questions or wish to discuss this matter, please do not hesitate to contact me. Thank you.

Sincerely,



Jason M. Bruno  
For the Firm

JMB:arm  
cc: Pat Shannon (via email)  
enclosure

# EXHIBIT D

BELLEVUE CODE ENFORCEMENT  
OFFICIAL NOTICE - ZONING VIOLATION

Z- No 00310

TIME 2:15 pm

DATE June 19, 2020

NAME: Posted Front Door ADDRESS: —

LOCATION OF VIOLATION: 2221 Main St

OWNER: — ADDRESS: —

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE  
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Zoning Ordinance Sec: Ref Contract Zoning Agreement
- Zoning Ordinance Sec: with City of Bellevue
- Zoning Ordinance Sec: —

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) ON OR

BEFORE: July 19 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Uhaul vans, trucks  
and/or trailers Parked or Stored South of the  
North face of the Building

THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS  
WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

**APPEAL TO THE BOARD OF ADJUSTMENT:** You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT** at **402-293-3026**.

Received by: Posted Front Door Issued by: D. Kuhlman

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THIS OFFICIAL NOTICE**, PLEASE CONTACT:  
BELLEVUE CODE ENFORCEMENT AT **402-293-3050**

FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THE APPEAL PROCESS**, PLEASE CONTACT:  
BELLEVUE PLANNING DEPARTMENT AT **402-293-3026**

# EXHIBIT E

**Jason Bruno**

---

**From:** Jason Bruno  
**Sent:** Friday, June 19, 2020 3:52 PM  
**To:** Bree Robbins  
**Cc:** Law Office  
**Subject:** Re: 6.19.20 Ltr to Bruno re 2221 Main Street

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good afternoon,

Would you mind telling me what the violation Mr. Shannon received today was for? That aerial was not current and there was nothing in the three spots referenced at the time the citation was issued. Do you have any photographic evidence of the purported violation? Thank you.

Jason M. Bruno  
Attorney at Law  
Licensed in Nebraska, Arizona, Minnesota & Texas

On Jun 19, 2020, at 1:45 PM, Bree Robbins <bree.robbins@bellevue.net> wrote:

Mr. Bruno:  
Please see attached.

Bree Robbins  
Bellevue City Attorney

1500 Wall Street  
Bellevue, NE 68005  
(402) 682-6157 - Tahnee (City Paralegal)  
(402) 682-6156 - Bree  
(402) 293-3058 - Fax

Confidentiality Notice: 18 U.S.C. 2510 et seq. provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient

<6.19.20 Ltr to Bruno re Uhaul.pdf>

# EXHIBIT F



## CITY OF BELLEVUE

OFFICE OF THE CITY ATTORNEY

1500 Wall Street □ Bellevue, NE 68005 □ (402) 682-6156  
Bree.robins@bellevue.net

July 2, 2020

Jason Bruno  
[jbruno@sherrets.com](mailto:jbruno@sherrets.com)  
[law@sherrets.com](mailto:law@sherrets.com)

RE: 2221 Main Street (*Lots 1- 3 Block 55 Bellevue*)  
REZONING NOTICE

Dear Mr. Bruno:

Please let this letter serve as notice that a hearing is scheduled before the Bellevue Planning Commission on July 23, 2020 at 7:00 p.m. to rezone the parcel located at 2221 Main Street in Bellevue, Sarpy County, Nebraska to its prior RG-50-OTO zoning. The rezoning from BGM-OTO to RG-50-OTO and the scheduled hearing is being conducted pursuant to the Bellevue Zoning Development Agreement signed on or about September 10, 2012 and recorded with the Sarpy County Register of Deeds at Instrument Number 2012-29687.

Since Main St. Properties LLC waived its rights to defend any action(s) of the City to enforce any of its rights granted under the Agreement, including but not limited to this rezoning hearing, you will not be allowed to address the Bellevue Planning Commission on this matter.

Finally, your paralegal, Alysia Waller, called our planning department on June 30, 2020 inquiring into how to appeal a zoning violation received on or about June 19, 2020 (Z-00310). Typically, appeals are made the Bellevue Board of Adjustment and only allowed for specific enumerated reasons, none of which would be applicable in the present situation. Additionally, as stated above, your client has waived its right to defend any action(s) of the City to enforce its rights under this agreement. Additionally, I would remind you that the City of Bellevue is represented by an attorney in this matter, as you are well aware, and all communications from your office need to go directly through me.

Sincerely,

*/s/ Bree Robbins*

Bree Robbins  
City Attorney

# EXHIBIT G

## Rezoning Request

Zoning of property in Bellevue must be changed by ordinance. The Bellevue Planning Commission recommends action to the Bellevue City Council. The Council then acts on the ordinance.

Process	Applicant	Processing Agency
<p><b>Pre-Application Conference (Recommended)</b></p>	<p>Contacts Planning Department and provides general outline of development and reason for zoning change request.</p>	<p>Planning Department discusses the project with the applicant and provides advice on a variety of development related issues.</p>
<p><b>Application &amp; Planning Department Review</b></p>	<p>Files complete application, supplemental information and required fee. Information required generally includes legal description of property, general development plans and proposed zoning. Specific submittal requirements are detailed on the application form.</p>	<p>The Planning Department reviews the application, inspects the site, prepares its recommendation and notifies surrounding property owners of the request. The application and recommendation are forwarded to the Planning Commission.</p>
<p><b>Planning Commission Review &amp; Public Hearing</b></p>	<p>Attends public hearing to formally present request, answer questions and provides additional information, if necessary.</p>	<p>The Planning Commission holds a public hearing and formulates its recommendation. The Planning Department prepares an ordinance for the zoning change and forwards it to the City Council.</p>
<p><b>City Council Review &amp; Public Hearing</b></p>	<p>Attends public hearing to the City Council to formally present proposal, answer questions and provide additional information, if necessary.</p>	<p>The City Council conducts three readings of the proposed zoning change, the second of which is a public hearing. The Council votes at the last reading. If approved, the ordinance is transmitted to the Mayor for signature. The change becomes final 15 days after Council action.</p>

ORDINANCE NO. 4004

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 2221 MAIN 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:

Lots 1 through 3, Block 55, Bellevue, located in the Southeast  $\frac{1}{4}$  of Section 36, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From BGM-OTO (Metropolitan General Business District, Olde Towne Overlay) to RG-50-OTO (General Residence, 5,000 Square Foot Zone, Olde Towne Overlay).

(City of Bellevue)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 08/04/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" 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:

Administration's Draft 2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$91.9 million in fiscal year 2020-21. This is a decrease of \$34.3 million from the 2019-20 amended budget expenditures (due primarily to the refinancing of annexed SID debt). Revenues in 2020-21 are budgeted at \$93.3 million. The difference being the continued strengthening of cash reserves.

This budget provides funding for the City's operations and capital improvements. Ongoing operational efficiencies will be required, as usual, to accomplish this budget. The General, Debt Service and Wastewater Funds are budgeted with net revenues that may be used, at the discretion of Administration, to pay cash for some of the planned projects instead of issuing bonds. The other funds expenditures are balanced with revenues.

2020-2021 Budgeted Revenues of \$93,866,893.62 and Expenditures of \$91,937,647.09. Cash reserves increase by \$1,929,246.53.

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:

1st reading August 4, 2020. Open public hearing on August 18th for the budget for the fiscal year ending September 30, 2021. (Vote on budget and additional 1% restricted funds will be at the September 1st meeting along with the tax request resolution special public hearing and vote).

ATTACHMENTS:

- |  |  |   |
|--|--|---|
| 1. <input type="text" value="Draft Budget Ordinance"/> | 2. <input type="text" value="Draft Resolution - Setting Tax Request"/> | 3. <input type="text" value="Budget Presentation"/> |
| 4. <input type="text" value="State Budget Forms"/>     | <input type="text"/>   | 6. <input type="text"/>                             |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Hoblins*  
*[Signature]*

**ORDINANCE NO. 4005**

AN ORDINANCE TO ADOPT THE 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 budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2020, through September 30, 2021. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the 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 \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

First Reading: 08/04/2020

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" 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:

Administration's Draft 2020-2021 Budget (Fiscal Year Ending September 30, 2021).

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This budget provides funding for the City's operations and capital improvements. Ongoing operational efficiencies will be required, as usual, to accomplish this budget. The General, Debt Service and Wastewater Funds are budgeted with net revenues that may be used, at the discretion of Administration, to pay cash for some of the planned projects instead of issuing bonds. The other funds expenditures are balanced with revenues.

2020-2021 Budgeted Revenues of \$93,866,893.62 and Expenditures of \$91,937,647.09. Cash reserves increase by \$1,929,246.53.

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:

1st reading August 4, 2020. Open public hearing on August 18th for the budget for the fiscal year ending September 30, 2021. (Vote on budget and additional 1% restricted funds will be at the September 1st meeting along with the tax request resolution special public hearing and vote).

ATTACHMENTS:

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| 4. <input type="text" value="State Budget Forms"/>     | <input type="text"/>   | 6. <input type="text"/>                             |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Hoblins*  
*[Signature]*

**RESOLUTION NO. 2020-35**

**WHEREAS**, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;

**WHEREAS**, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

**WHEREAS**, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

**NOW THEREFORE**, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2020-2021 property tax request be set at **\$26,783,539.30 (preliminary estimate)**.
2. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
08/04/2020

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Police Department & Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Police Department Grant Applicant

SYNOPSIS/BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence. BJA has awarded the JAG Program funds to eligible units of local government as described in the FY 2020 JAG Program Local Solicitation. The City of Bellevue Police Department has been allocated \$12,023 with no local match required. The grant application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and then submits, the Certifications and Assurances by the Chief Executive of the Applicant Government assuring that the grant application was submitted for review to city council prior to submittal.

FISCAL IMPACT: 12,023.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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 the Certifications and Assurances by the Chief Executive of the Applicant Government for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

ATTACHMENTS:

1. Certifications and Assurances by the Chief Executive of the Applicant Government	2. Grant Application	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*[Signature]*

2020 NEBRASKA LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NE	DOUGLAS COUNTY	County	\$14,220	
NE	OMAHA CITY	Municipal	\$334,490	\$348,710
NE	HALL COUNTY	County	*	
NE	GRAND ISLAND CITY	Municipal	\$28,938	\$28,938
NE	LANCASTER COUNTY	County	*	
NE	LINCOLN CITY	Municipal	\$120,894	\$120,894
NE	LINCOLN COUNTY	County	*	
NE	NORTH PLATTE CITY	Municipal	\$11,733	\$11,733
NE	SARPY County	County	*	
NE	BELLEVUE CITY	Municipal	\$12,023	\$12,023
	Local total		\$522,298	

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

## City of Bellevue, Nebraska Program Narrative

### Description

The City of Bellevue is a city of the first class located in Sarpy County, Nebraska. The City of Bellevue is one of the fastest growing cities in Nebraska. Bellevue's growth today is primarily due to an expanding economy in the civilian sector. The Kennedy Freeway, a limited-access highway linked to the Interstate Highway System, has stimulated a new building boom. Commercial, industrial, and residential construction are all expanding. During the 1990s, the city's population grew by 47.5%. Economic and population growth has continued since the turn of the 20th to 21st century. Bellevue is the site of Fontenelle Forest, 1,400 acres (5.7 km<sup>2</sup>) of privately-owned forestland with 19 miles (31 km) of hiking trails, with views of the Missouri River and the surrounding area. It includes the site of Fontenelle's Post. Haworth Park at the Missouri River is also a popular tourist attraction.

The City of Bellevue is also home to the Bellevue Medical Center and Offutt Air Force Base. The Bellevue Police Department employs 98 sworn officers and 20 civilians to serve a population of approximately 60,000 citizens. They are a full-service police organization made up of four bureaus and six patrol districts. Officers from the Bellevue Police Department come from a variety of different backgrounds, but they all have a singular "Commitment to Excellence" attitude which guides their activities. Officers receive continuous training and access to the latest technology so that they can better serve the citizens of Bellevue.

### **City of Bellevue, Nebraska Program Narrative**

The City of Bellevue Police Department is proposing that we purchase three (3) GETAC mobile data tablet computers to replace aging and failing laptop computers currently in use in some of our marked police cruisers.

The GETAC's would be utilized by uniformed police officers in their day to day operations. Not only will officers be provided with real time updates to incidents in progress, but the GETAC platform allows for state-of-the-art mapping software to ensure quicker response times along safer routes. Reports can be completed in the cruiser, while out on the street, eliminating the need for officers to come back to the police station and saving valuable time.

The GETAC tablet system is already in use in many of our marked police cruisers, with just a few of the older, inferior laptop systems still in operation. The GETAC tablet has proven to be more durable and adaptable than the older laptops, and the officers prefer it for ease of use. The rugged design, with its large 14-inch monitor, offers exceptional performance and security, and the mounting system allows for a variety of positions and viewing angles. The tablet can be removed from the cruiser and taken virtually anywhere, and the dual battery system provide a potentially uninterruptable power source. The Bellevue Police Department anticipates a lifespan of at least 5 years, and possibly up to 10 years for the new GETAC systems.

## **City of Bellevue, Nebraska Program Narrative**

### **Project Design and Implementation**

The City of Bellevue Police Department will purchase three (3) GETAC mobile data tablet computers to replace aging and failing laptop computers currently in use in some of our marked police cruisers. The GETAC's would be utilized by uniformed police officers in their day to day operations.

The GETAC tablet system is already in use in many of our marked police cruisers, with just a few of the older, inferior laptop systems still in operation. The GETAC tablet has proven to be more durable and adaptable, and the officers prefer it for ease of use. The rugged design, with its large 14-inch monitor, offers exceptional performance and security, and the mounting system allows for a variety of positions and viewing angles. The tablet can be removed from the cruiser and taken virtually anywhere, and the dual battery system provide a potentially uninterruptable power source. The Bellevue Police Department anticipates a lifespan of at least 5 years, and possibly up to 10 years for the new GETAC systems.

## **City of Bellevue, Nebraska Program Narrative**

### **Capabilities and Competencies**

The City of Bellevue is classified a city of the first class by Nebraska statute. The City is comprised of five wards. The municipal government consists of a mayor and a six-member city council, one of whom is elected in an at-large position, representing all five wards. Elected officials hold office for four-year terms. The City Council possesses both legislative and executive authority. The Council may appoint officials and must approve of mayoral nominations. The Council also exercises primary control over the municipal budget. The mayor appoints, and the council confirms, the city administrator, who handles the day-to-day operation of the City.

The Bellevue Police Department employs 98 sworn officers and 20 civilians to serve a population of approximately 60,000 citizens. They are a full-service police organization made up of four bureaus and six patrol districts. Part of their mission is to work with our community to prevent problems or to solve them before they negatively impact a person's quality of life. With this in mind, they are constantly striving to provide the most efficient police services possible. Officers from the Bellevue Police Department come from a variety of different backgrounds, but they all have a singular "Commitment to Excellence" attitude which guides their activities. Officers receive continuous training and access to the latest technology so that they can better serve the citizens of Bellevue.

The Bellevue Police Department is committed not only to law enforcement, but also to working with citizens to identify and solve problems within the community. The department as a whole has adopted the community oriented policing philosophy and works together with citizens to identify and solve problems which affect the citizens as well as the quality of life in Bellevue.

## City of Bellevue, Nebraska Program Narrative

They are a proud and dedicated group of women and men committed to enforcing the law and serving our community's public safety needs.

The Bellevue Police Department practices the following core values:

**INTEGRITY** – There is no other value more important than this one. We are honest in thought, word, and deed. We keep our promises. We are trusted by our peers, subordinates, supervisors, and the community. The consequences of having an integrity problem are devastating.

**COURAGE** – It takes incredible courage to venture into scenarios that most everyone else runs from. We have the courage to be brave in other people's darkest hour. We have the courage to fight and protect those that can't protect themselves. We have the courage to put ourselves in harm's way to protect one another. Just as important, we have the courage to do the right thing, even when it's difficult or unpopular.

**SERVICE** – We are dedicated and committed to serving our community as it pertains to their public safety needs. We help others before we help ourselves. We take pride in our selfless service to our community. We serve one another. Supervisors serve their staff. As subordinates, we serve our supervisors. We never take each other for granted. We are a collective whole serving one another as we serve our community.

## **City of Bellevue, Nebraska Program Narrative**

### **Program Continuity**

There may be ongoing costs associated with the technology and long-term maintenance. These costs will be requested in the annual budget process. The City Attorney has been informed regarding additional costs that may be necessary to implement this program. The City of Bellevue will continue to support and fund the program after the initial implementation. The Bellevue Police Department will use the funding provided by this grant to purchase three (3) GETAC A140 mobile data tablet computer systems with keyboards and mounting accessories.

**City of Bellevue, Nebraska Program Narrative**

**Budget Narrative**

In order to replace aging and failing mobile data laptop computers for use by uniformed police officers in marked police cruisers, thus enhancing officer safety and expediting response to criminal activity, the City of Bellevue is requesting to purchase three (3) complete GETAC A140 mobile data computer tablets with keyboards and all required mounting accessories.

If awarded funding under this grant program, the City of Bellevue will request bids that conform to local procurement rules and in accordance with federal requirements. If the vendor selected through the procurement process has different pricing than what is detailed in the budget, the Bellevue Police Department will request a budget revision reflecting the actual known costs.

**EQUIPMENT COSTS:**

The Bellevue Police Department will purchase three (3) GETAC mobile data tablet computers to replace aging and failing laptop computers currently in use in some of our marked police cruisers. The GETAC's would be utilized by uniformed police officers in their day to day operations.

The GETAC tablet system is already in use in many of our marked police cruisers, with just a few of the older, inferior laptop systems still in operational. The GETAC tablet has proven to be more durable and adaptable, and the officers prefer it for ease of use. The rugged design, with its large 14-inch monitor, offers exceptional performance and security, and the mounting system allows for a variety of positions and viewing angles. The tablet can be removed from the cruiser and taken virtually anywhere, and the dual battery system provide a potentially uninterruptable power source. The Bellevue Police Department anticipates a lifespan of at least 5 years, and possibly up to 10 years for the new GETAC systems.

Equipment: Description: \$4,354.05 per complete GETAC A140 unit x 3= \$13,062.15

TOTAL FOR EQUIPMENT & SUPPLIES COSTS: \$ 13,062.15

TOTAL GRANT REQUEST: \$ 12,023.00

IN-KIND NON-FEDERAL CONTRIBUTION: Although a match is not required, the above prices are estimates which were obtained for the purpose of the grant budget. In the event the additional funds are required, The City of Bellevue will provide that amount as an in-kind contribution to the project.

POSSIBLE NON-FEDERAL CONTRIBUTION: \$1,039.15

Budget Summary: Budget Category	Federal Request	Non-Federal Amount	Total
Personnel	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$12,023.00	\$1,039.15	\$13,062.15
Supplies	\$ 0	\$0	\$ 0
Construction	\$0	\$0	\$0
Consultants	\$0	\$0	\$0
Other	\$0	\$0	\$0
<b>TOTAL PROJECT COSTS</b>	<b>\$12,023.00</b>	<b>\$1,039.15</b>	<b>\$13,062.15</b>

**CITY OF BELLEVUE**  
**Applicant Project Identifiers**

The City of Bellevue, Nebraska, Applicant (hereinafter “Applicant” or the “City”), hereby provides its responses regarding the project identifiers.

RESPONSE: The City of Bellevue identifies the following project identifiers that would be associated with the proposed project:

1. COMPUTER SOFTWARE/HARDWARE
2. EQUIPMENT -- GENERAL
3. POLICING
4. LAW ENFORCEMENT PROFESSIONALISM
5. AUTOTHEFT
6. DRUGS
7. DWI
8. VIOLENCE DOMESTIC VIOLENCE
9. VIOLENCE FAMILY VIOLENCE
10. TRAFFIC ENFORCEMENT

## **CITY OF BELLEVUE**

### **Applicant Disclosure of Pending Applications**

The City of Bellevue, Nebraska, Applicant (hereinafter “Applicant” or the “City”), hereby provides its responses regarding the disclosure of pending applications.

RESPONSE: The City does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

**CITY OF BELLEVUE**

**Applicant Disclosure and Justification – DOJ High Risk Grantees**

The City of Bellevue, Nebraska, Applicant (hereinafter “Applicant” or the “City”), hereby provides its responses regarding DOJ high risk grantee designation.

**RESPONSE:** The City does not have a designation as a DOJ High Risk Grantee, nor has ever had such designation.

## **CITY OF BELLEVUE**

### **Applicant Research and Evaluation Independence and Integrity**

The City of Bellevue, Nebraska, Applicant (hereinafter “Applicant” or the “City”), hereby provides its responses regarding the research & evaluation independent & integrity.

**RESPONSE:** The City of Bellevue application does not propose research (including research and development) and/or evaluation for in response to this solicitation. Therefore, the City of Bellevue is not required to demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
08/04/2020

COUNCIL MEETING DATE:	SUBMITTED BY: <u>Tammi Palm, Planning Manager</u>	
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:

Request authorization to participate in the Papio-Missouri River NRD Multi-Hazard Mitigation Plan.

SYNOPSIS/BACKGROUND:

As a member of the Papio Creek Watershed Partnership, the city has participated in the Papio-Missouri River NRD's Multi-Hazard Mitigation Plan. The NRD regularly updates this plan, with membership participation. The Planning Department has been participating in meetings since June 2020. The NRD is requesting all participating jurisdictions pass a resolution for participation acknowledging this role.

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 DISTRUBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Staff recommends passing the resolution.

ATTACHMENTS:

1. Resolution 2020 -33
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]*  
*[Signature]*

RESOLUTION NO. 2020-33

RESOLUTION FOR PARTICIPATION IN  
PAPIO-MISSOURI RIVER NRD MULTI-HAZARD MITIGATION PLAN

Whereas, a Hazard Mitigation Plan identifies the vulnerability of public bodies to natural and man-made hazards and the measures that can be implemented to reduce or eliminate vulnerability exposure, and

Whereas, FEMA now requires that a public entity must have a current Hazard Mitigation Plan in place before they are eligible for Federal funding for hazard mitigation projects and mitigation efforts resulting from natural disasters, and

Whereas, the Papio-Missouri River Natural Resources District is proposing to serve as the coordinating agency for the development of a multi-jurisdictional Multi-Hazard Mitigation Plan for a six-county area including Burt, Dakota, Douglas, Sarpy, Thurston, and Washington Counties and all associated local governmental entities,

Therefore, be it resolved the City of Bellevue hereby approves participation in the proposed Hazard Mitigation Planning process described above, and pledges to attend required meetings and participate in those activities necessary to complete an effective plan for the public we serve.

IN WITNESS WHEREOF, this resolution was approved and executed this 4th day of August, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
08/04/2020

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Bellevue At-Large City Council Position  
Creation of 6th City Council Ward

SYNOPSIS/BACKGROUND:

Given recent annexations it is advisable to call an election to submit to the electors of the City of Bellevue the question as to whether the City of Bellevue At Large City Council Position be eliminated and a 6th City Council Ward be created & added, and that such question be consolidated with other elections occurring on November 3, 2020.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Authorize Mayor to sign a Resolution ordering an election to authorize the Bellevue at large city council position be eliminated and a 6th city council ward be created & added, and requesting a consolidation with other elections occurring on November 3, 2020.

ATTACHMENTS:

- Resolution No. 2020-34
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Baer Roblins*  
*[Signature]*  
*[Signature]*

RESOLUTION NO. 2020-34

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE THE BELLEVUE AT LARGE CITY COUNCIL POSITION BE ELIMINATED AND A 6<sup>TH</sup> CITY COUNCIL WARD BE CREATED & ADDED, AND REQUESTING A CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 3, 2020

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, in the judgment of the City Council it is advisable to call an election to submit to the electors of the City of Bellevue the question as to whether the City of Bellevue At Large City Council Position be eliminated and a 6<sup>th</sup> City Council Ward be created & added, and that such question be consolidated with other elections occurring on November 3, 2020; and

WHEREAS, pursuant to Nebraska Revised Statute Sections 32-554 (1)(a), any city not under a home rule charter, village, county, or school district nominating and electing members to its governing board at large may, either by majority vote of the governing body or by petition of registered voters pursuant to subsection (2) of this section, submit, at a general election, the question of nominating and electing members to its governing board by district or ward; and

WHEREAS, pursuant to the Nebraska Revised Statute, it is appropriate for the City of Bellevue to request consolidation of the election with any and all other elections to be held on November 3, 2020.

**NOW, THEREFORE, BE IT RESOLVED BY** City Council of the City of Bellevue, Nebraska, that the following is hereby approved:

**Call for Election.** The City Council of the City of Bellevue hereby orders an election and submits to the electors of the City of Bellevue the question as to whether the City of Bellevue At Large City Council Position be eliminated and a 6<sup>th</sup> City Council Ward be created & added. This Resolution constitutes the order of the City of Bellevue to call such election.

**Election Date.** The date of the election shall be November 3, 2020.

**Purpose of Election; Ballot Proposition.** The purpose of the election shall be for the voters within the City of Bellevue to vote on a proposition, a full copy of which is attached hereto

and marked Exhibit A, containing the question as to whether the City of Bellevue At Large City Council Position should be eliminated and a 6<sup>th</sup> City Council Ward be created & added.

**Authority for Election.** Pursuant to Nebraska Revised Statute Sections 32-554 (1)(a), any city not under a home rule charter, village, county, or school district nominating and electing members to its governing board at large may, either by majority vote of the governing body or by petition of registered voters pursuant to subsection (2) of this section, submit, at a general election, the question of nominating and electing members to its governing board by district or ward.

**Delivery of this Resolution.** The City Clerk is hereby directed and shall forthwith deliver to a copy of this Resolution to the Sarpy County Election Commission, Election Commissioner, Michelle A. Andahl.

**Consolidation of Election.** The Sarpy County Election Commissioner is hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 3, 2020, within the City of Bellevue.

**Effective Date.** This Resolution shall take effect on and after its adoption.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ADOPTED AND APPROVED:

\_\_\_\_\_  
Mayor, Rusty

ATTEST:

Approved as to Form:

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
08/04/2020

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Permanent Sanitary Sewer Easement

SYNOPSIS/BACKGROUND:

In reviewing plans for the new elementary school being constructed at Fort Crook Road and Childs Road it was discovered that additional easement width was required in order to properly access, inspect and repair an existing City of Bellevue sanitary sewer line running through the site. This document releases an existing 20'-wide easement and grants a new 40'-wide easement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of a permanent sanitary sewer easement between Douglas County School District 0001 and the City of Bellevue, located in Lot 1, South Woods Replat 3.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. B. P. Pollock*  
*[Signature]*

Return to:  
OMAHA PUBLIC SCHOOLS  
Attn: Jeff Sauter - Service Center  
4041 N. 72<sup>nd</sup> Street  
Omaha, Nebraska 68134

### PERMANENT SANITARY SEWER EASEMENT

DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

Lot 1, South Woods Replat 3, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the CITY OF BELLEVUE, NEBRASKA, a Nebraska political subdivision, its successors and assigns, hereafter referred to as "City", a permanent sanitary sewer easement with rights of ingress and egress thereto, to survey, construct, reconstruct, inspect, operate, maintain, inspect, repair, replace, renew, add to, and remove its underground sanitary sewer piping that consists of conduits, manholes, drains, and other necessary fixtures and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

See attached Easement Exhibit for sketch of easement area.

#### CONDITIONS:

The City shall have the perpetual right, but not the obligation, to cut, clear or remove all trees, roots, brush, undergrowth and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences or other obstructions crossing said area. If the City exercises its perpetual right above, all refuse from such tree and brush cutting or trimming shall be disposed of by the City, and if the Easement Area is not being utilized for cultivated crops, the City shall have the further right but not obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area.

The City shall have the right of ingress and egress across the Grantor Property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The City shall pay Grantor and/or lessee of the Grantor Property, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

To the extent of its liability under the Nebraska Political Subdivisions Tort Claims Act, City shall indemnify and hold Grantor harmless from and against any and all third party claims for damage to property, personal injury or death to the extent arising from the use of the Easement Area by City, its employees, contractors or invitees; provided, that, such indemnification obligation shall not be extended to Grantor to the extent such damages are caused by Grantor's negligence or misconduct.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the City forever against the claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

The undersigned agrees and represents that he/she has read and understands the Permanent Sanitary Sewer Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Permanent Sewer Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

Grantor and City acknowledge and agree that the 20-foot wide Permanent Sewer and Drainage Easement recorded with the Recorder of Deeds of Sarpy County, Nebraska on March 19, 1970, in Book 43 of Miscellaneous Record, Page 120 is hereby terminated and of no further force or effect.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 8<sup>th</sup> day of June, 2020.

OWNER SIGNATURE(S)

Douglas County School District 0001

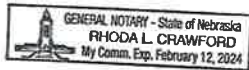
By: [Signature]  
President, Board of Education

ATTEST:

[Signature]  
Secretary, Board of Education

State of Nebraska )  
                                  ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of June, 2020, by Marquet A. Snow, President of the Board of Education of Douglas County School District 0001, a Nebraska political subdivision, on behalf of the District.



[Signature]  
Notary Public  
My commission expires: Feb 12, 2024

ATTEST:

CITY OF BELLEVUE, NEBRASKA,  
a Nebraska political subdivision:

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

\_\_\_\_\_  
Mayor

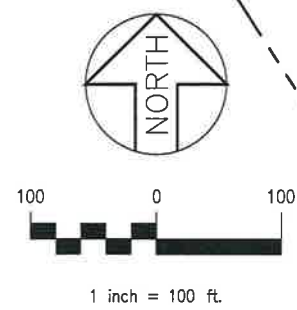
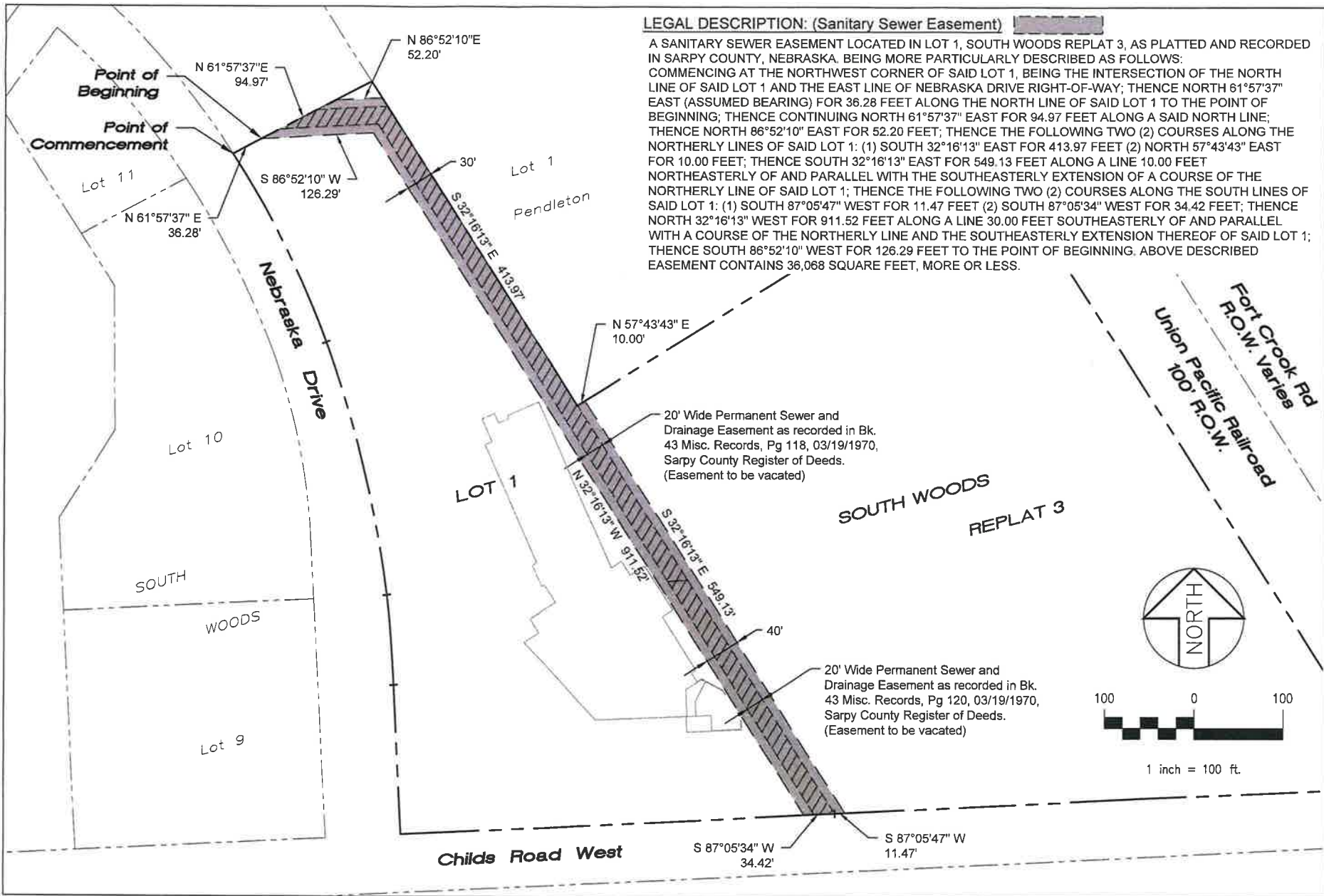
STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of the CITY OF BELLEVUE, NEBRASKA, a Nebraska political subdivision, on behalf of the political subdivision.

Notary \_\_\_\_\_

**LEGAL DESCRIPTION: (Sanitary Sewer Easement)**

A SANITARY SEWER EASEMENT LOCATED IN LOT 1, SOUTH WOODS REPLAT 3, AS PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BEING THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND THE EAST LINE OF NEBRASKA DRIVE RIGHT-OF-WAY; THENCE NORTH 61°57'37" EAST (ASSUMED BEARING) FOR 36.28 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61°57'37" EAST FOR 94.97 FEET ALONG A SAID NORTH LINE; THENCE NORTH 86°52'10" EAST FOR 52.20 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINES OF SAID LOT 1: (1) SOUTH 32°16'13" EAST FOR 413.97 FEET (2) NORTH 57°43'43" EAST FOR 10.00 FEET; THENCE SOUTH 32°16'13" EAST FOR 549.13 FEET ALONG A LINE 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY EXTENSION OF A COURSE OF THE NORTHERLY LINE OF SAID LOT 1; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTH LINES OF SAID LOT 1: (1) SOUTH 87°05'47" WEST FOR 11.47 FEET (2) SOUTH 87°05'34" WEST FOR 34.42 FEET; THENCE NORTH 32°16'13" WEST FOR 911.52 FEET ALONG A LINE 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH A COURSE OF THE NORTHERLY LINE AND THE SOUTHEASTERLY EXTENSION THEREOF OF SAID LOT 1; THENCE SOUTH 86°52'10" WEST FOR 126.29 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED EASEMENT CONTAINS 36,068 SQUARE FEET, MORE OR LESS.



Consultant  
 Office  
  
 R.W. Engineering & Surveying, Inc.  
 6225 North 13th Circle  
 Omaha, NE 68104 | 402-473-2205  
[www.rwengineers.com](http://www.rwengineers.com)

LOT 1, SOUTH WOODS REPLAT 3  
 SARPY COUNTY, NEBRASKA

EASEMENT  
 EXHIBIT

PROJECT NO: 18-188  
 DATE: 04/10/2021  
 DESIGNED BY: CJO  
 DRAWN BY: CJO  
 CHECKED BY: RWF

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Chief Dargy	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

The Department needs to update its dictation system as it is nearing its end of life. The Department has tested and selected Dragon Software for the new system.

SYNOPSIS/BACKGROUND:

Officers currently use a hand held recorder to dictate their reports. The reports are then downloaded to a transcriptionist to type. Once typed, the report is then sent back to the Officer to make changes and approve. The report is then sent to a Supervisor for review. Once approved, it is then sent back to the Records Department for file completion. This process takes a minimum of one day to complete and often is much longer due to shift rotations etc. This new system will allow for the process to be streamlined considerably. Dragon Software is a voice to text program. The Officer can immediately see and review the report and make corrections prior to sending it electronically in a digital format to a Supervisor for approval. Dragon will also work with the Departments new record management system, Pro Phoenix. The 2020 Capital Improvement Project included \$350,000 for this project. The final cost will be \$84,001.45

FISCAL IMPACT: \$84,001.45      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: Recording and Dictation System

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:     

PROJECT NAME: Dictation Replacement

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

CIP PROJECT NAME: Recording and Dictation      CIP PROJECT NUMBER: PO 20 (1)

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

ACCOUNTING DISTRIBUTION CODE: CIP PO 20      ACCOUNT NUMBER: 7160

RECOMMENDATION:

Recommend approval of the Recording and Dictation Project in the amount of \$84,001.45

ATTACHMENTS:

1. Dragon Software Quote	2. USB Hub Quote	3. Memo
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Bellin*  
*[Signature]*



**Bellevue Police Department**  
 1510 Wall Street | Bellevue, NE 68005  
 Captain Tom Dargy | (402) 682-6664  
 Email: Tom.Dargy@bellevue.net

July 8, 2020

<b>DRAGON LAW ENFORCEMENT QUOTE</b>			
Qty	Description	Unit Price	Total
96	<b>Dragon Law Enforcement 15.0</b> (State & Local Government) OLP Level B (26-125 units)	\$ 499.00	\$ 47,904.00
46	<b>Nuance PowerMic III</b> – Non Scanner for Dragon Coiled Cord	\$ 399.00	\$ 18,354.00
<b>Total for Software Licenses &amp; Microphones</b>			<b>\$ 66,258.00</b>

<b>IMPLEMENTATION SERVICES</b>			
Qty	Description	Unit Price	Total
4	On-Site User Training - Per Day / 1 Trainer	\$1,600.00	\$ 6,400.00
<b>Total Implementation Fees</b>			<b>\$ 6,400.00</b>

<b>MAINTENANCE/SUBSCRIPTION FEES - DUE EACH YEAR</b>			
Qty	Description	Unit Price	Total
96	Annual Software Maintenance on each License	\$85.00	\$8,160.00
96	Annual User Management Center Subscription Fee per License	\$24.00	\$2,304.00
<b>Total Maintenance/Subscription Fees</b>			<b>\$10,464.00</b>
<b>Total due 1st Year:</b>			<b>\$83,122.00</b>

*Shipping & Sales Tax Not Included*

**PowerMics have a 90-Day Warranty**

Approval to place order per this quote by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Voice Products Inc.  
 Eric Peters  
 Cell: (316) 737-2381  
 Toll Free: 1-800-466-1152  
 epeters@voiceproducts.com

**Quote Number: 2020-1004**

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by Unitek

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- Multi-Port USB Extension Hub: This USB 3.0 Hub Splitter could help expand to 4 Ports USB on your computer or Windows tablet, including hard drives, USB hubs, Mouse, keyboards, flash drives, printers, and more.
- SuperSpeed Data Sync: The USB data hub supports Transfer Speeds up to 5Gbps (USB 3.0), Reverse Compatible USB 2.0 and USB 1.1, transfer an HD movie in seconds. Built in 4FT (120cm) USB Extension Cable makes you easily reach out-of-the-way ports.
- Support BC 1.2 Charging: Additional Micro USB power supply port is optional to some high power-consuming device, such as external hard-drives. Support BC 1.2 Charging, which could provide current supply up to 5V/1.5A. (Not Included: Micro USB Cable and USB Power Supply)
- Great Compatibility: Compatible with Windows 10/8/8.1/7 / Vista / XP and Mac OS, Linux and Chrome OS. No Installation; Plug & Play and Hot Swappable.
- What You Get: Unitek 4-Port USB 3.0 Portable Data Hub with 4FT Extension Cable, our 24-month friendly customer service.

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**\$15.99**

**FREE Shipping** on your first order. [Details & FREE Returns](#)

Arrives: **Tuesday, Aug 4**

Fastest delivery: **Wednesday, July 29**

Order within 14 hrs and 40 mins [Details](#)

**In Stock.**

Qty: 1

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627

\$29.99

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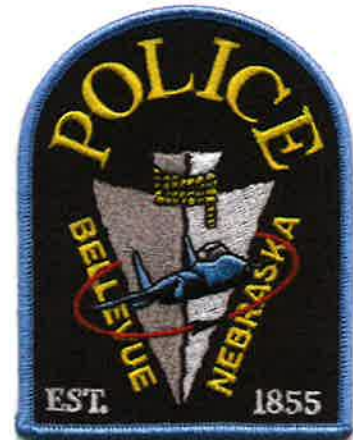
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Interim Chief Dargy

SUBJECT: Capital Improvement Project

DATE: 07/27/20



The 2020 Capital Improvement Project includes \$350,000.00 for the replacement of the Departments Dictation System which is nearing end of life. The current system is antiquated, cumbersome and relies heavily on a paper format. Currently an officer speaks into a hand held recorder to generate a written narrative. The recorder is then plugged into a computer and downloaded. The file is then sent to a transcriptionist who types the report. The narrative report is then sent back to the Officer who reviews the report and makes any necessary changes. It is then printed and sent to a Supervisor for review. If changes are required, it is then sent back to the Officer. Once the changes are made, the report is printed and the process repeats. Upon final approval, the finished report is then sent to the Records Department, which includes the narrative with the Incident Report and sends it to the County Attorney's Office if necessary. This process can involve multiple printing of reports and can take days to finalize depending on shift rotation etc. I began looking for a better way to speed up this process and save both money on paper and manhours with the entire process. As you know, the Department is currently moving to a new records management system, Pro Phoenix, which is also a County-wide move. This new system will streamline our reports considerably in a more digital format. Based on that, I looked into a digital to text format and found Dragon Software, which has a law enforcement application.

**BELLEVUE POLICE DEPARTMENT MEMORANDUM**

**CONTINUED:**

**DATE:**

Dragon Software allows the Officer to speak into a microphone, which will apply text to the spoken words. It will do this in the Pro Phoenix narrative section, allowing the Officers to see what they are typing, allowing for immediate correction. Once finished by the officer, it is kept in the digital format and a Supervisor can review it. Once approved by the Supervisor, it is done. Since it is in Pro Phoenix, it is already in the Case File and nothing more needs to be completed. The cost of this system and the USB hubs needed (55), comes in well under the \$350,000.00 requested, for a total of \$84,001.45.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dargy", with a long horizontal stroke extending to the right.

Interim Chief Dargy

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
08/04/2020

COUNCIL MEETING DATE: 08/04/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Lookingglass Heights II Park Improvements

SYNOPSIS/BACKGROUND:

Request approval of the low, responsible bidder for the Lookingglass Heights II Park Improvements Project. The project includes a splash pad and restroom facility at Lookingglass Heights II Park.

FISCAL IMPACT: \$1,162,392.55 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Lookingglass Heights II Park Improvements

CONTRACT EFFECTIVE DATE: 08/04/2020 CONTRACT TERM: CONTRACT END DATE: 05/15/2021

PROJECT NAME: Lookingglass Heights II Park Improvements

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

CIP PROJECT NAME: Splashpad and Restroom (Phases 1 & 2) CIP PROJECT NUMBER: PK20(3); PK21(4)

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

ACCOUNTING DISTRIBUTION CODE: 10-11 ACCOUNT NUMBER: 7040

RECOMMENDATION:

City Council approve the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Dostals Construction Company, Inc. for the bid amount of \$1,056,720.50, plus a 10% contingency in the amount of \$105,672.05, for a total project cost in the amount of \$1,162,392.55 for the Lookingglass Heights II Park Improvements Project.

ATTACHMENTS:

1. Contract 2. Bid Tab 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*[Signature]* SEENS HLGH

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4<sup>th</sup> day of August, 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 Dostals Construction Company, Inc. ("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 **LOOKINGGLASS HEIGHTS II 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 One Million One Hundred Sixty-Two Thousand Three Hundred Ninety-Two Dollars and Fifty-Five Cents (\$1,162,392.55) ("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: Dean Dunn  
1510 Wall Street  
Bellevue, NE 68005

With a copy to:

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

If to Contractor:

Bodie Dostal  
Dostals Construction Company, Inc.  
13680 South 220<sup>th</sup> Street  
Gretna, NE 68028

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 Interim Public Works Director Dean Dunn, or his designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

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

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

ATTEST:

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

\_\_\_\_\_

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

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"LOOKINGGLASS HEIGHTS II 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***

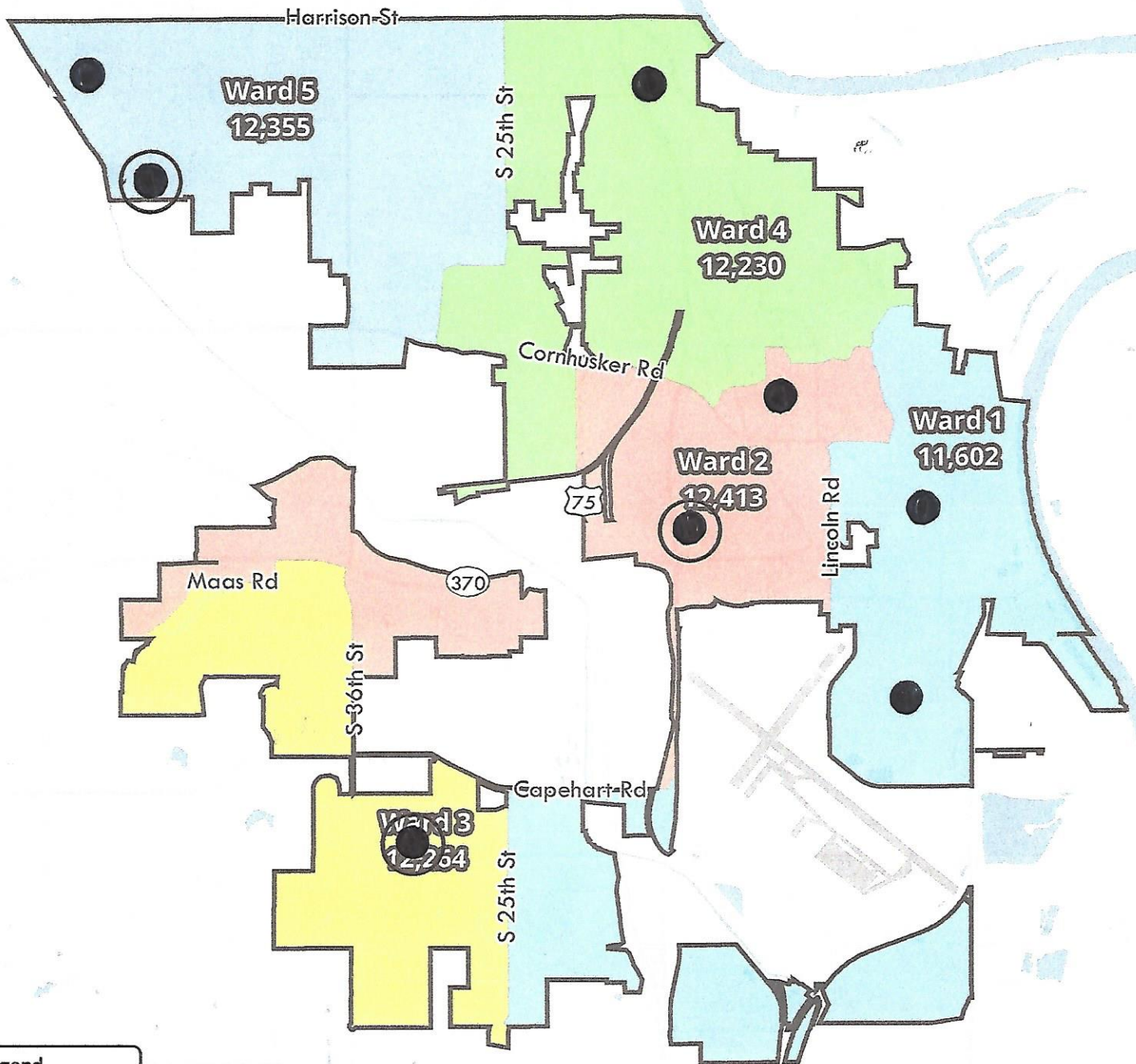
Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City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

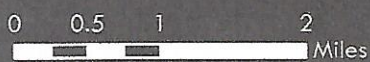
Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from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





**Legend**

- City Limit
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5



CITY OF BELLEVUE  
ADMINISTRATION REPORT

July 29, 2020

**Administration**

Several meetings with local restaurant owner to discuss future development in Bellevue.

Meeting with HR regarding several employment matters.

Weekly communication regarding Pandemic issues and effects on Sarpy cities

Weekly meeting with United Cities and Lobbyist to review and discuss legislation that impacts our community.

Waste Water Agency meetings

Negotiations with BAE/Colliers for 3 year lease

Finalized negotiations with Sarpy County of Eastern Fire District levy.

Conducted interviews with three finalists for BPD Chief.

Meetings regarding several private development projects.

Met with BPOA President regarding Chief of Police

Reviewed new phone system with Chief Betts for the City.

Fleet mgt review underway.

Code Violation hearings (3)

Individual budget meetings by Department.

Met with Budget Committee

Meeting with outside entity regarding solar initiatives for cities.

**Community Development**

**Planning**

Working with a developer on a multi family residential project near 25<sup>th</sup> and Chandler Road.

Working with an architect in renovating an existing commercial strip retail area to include a new building.

Working with a developer regarding a multi family residential project near 27<sup>th</sup> and Schneekloth Road.

Pre-application meeting with a developer on a multi family residential project near Nebraska and Childs.

Planning Commission met on July 23<sup>rd</sup>, 2020.

**Permits and Inspections**

June 2020 had 814 inspections performed and 18 new permits issued for Single Family Dwellings.

**Code Enforcement**

Performed numerous grass cuttings utilizing a couple third party cutting service offered by Public Works.

July Statistic: (through July 24<sup>th</sup>)

Calls – 452

Notices – 105

Clean ups – 6

Tree Removal – 10

Tows – 1

Red Tags – 13

**Communications**

Working with Staci Nelson on some adjustments and needed equipment for future meetings.

Continuing to work with other Sarpy Municipalities on COVID-19 messaging. The big push now is wearing your mask.

Keeping website and social media channels updated with latest road closures and recreational activities.

**Finance**

**Finance Status Report (submitted 7/29/2020)**

**Council Meeting Date: 8/4/2020**

**1. Month-end financials**

**Results are in line with the amended budget with some timing differences.**

CITY OF BELLEVUE  
ADMINISTRATION REPORT

City-Wide Financials - Month Of July 2020 [PRELIMINARY]

	July 2020				Year-To-Date July 2020				Full Year
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Budget
<b>Revenues</b>									
Property Taxes	8,562,750	8,625,293	(62,543)	6,887,838	29,007,901	28,975,904	31,997	20,970,827	30,291,899
Sales Taxes	1,051,128	572,608	478,520	1,077,098	10,152,048	9,133,764	1,018,284	9,631,167	10,883,629
Occupation/Business Taxes	102,148	399,220	(297,072)	202,090	1,647,933	1,928,871	(280,938)	1,914,099	2,173,655
Other Revenues	1,443,996	2,005,733	(561,737)	3,484,071	63,101,435	62,375,549	725,886	36,835,173	85,183,152
<b>Total Revenues</b>	<b>11,160,022</b>	<b>11,602,854</b>	<b>(442,832)</b>	<b>11,651,097</b>	<b>103,909,317</b>	<b>102,414,088</b>	<b>1,495,229</b>	<b>69,351,266</b>	<b>128,532,335</b>
<b>Expenditures</b>									
Personnel	1,282,172	2,430,387	1,148,215	2,405,248	24,429,521	26,035,343	1,605,822	24,505,277	31,328,918
Department Expenditures	1,669,560	1,732,079	62,519	1,821,666	15,672,032	17,740,723	2,068,691	15,086,468	24,328,454
Capital Expenditures	1,134,018	11,667	(1,122,351)	556,215	4,501,549	2,578,489	(1,923,060)	3,908,976	21,479,289
Other Expenditures	109,544	236,603	127,059	605,021	49,320,997	47,685,393	(1,635,604)	17,412,536	49,112,156
<b>Total Expenditures</b>	<b>4,195,294</b>	<b>4,410,736</b>	<b>215,442</b>	<b>5,388,150</b>	<b>93,924,099</b>	<b>94,039,948</b>	<b>115,849</b>	<b>60,913,257</b>	<b>126,248,817</b>
<b>Net Revenues</b>	<b>6,964,728</b>	<b>7,192,118</b>	<b>(658,274)</b>	<b>6,262,947</b>	<b>9,985,218</b>	<b>8,374,140</b>	<b>1,379,380</b>	<b>8,438,009</b>	<b>2,283,518</b>
<b>Cash Balance</b>	<b>31,087,226</b>			<b>27,348,337</b>					

**2. Debt activity (no change from 7/7/20)**

Debt increased with annexations, as planned. Manageable.

**CITY OF BELLEVUE, NEBRASKA**  
**Aggregate Debt Service Principal**  
**Highway**

	Wastewater	Allocation	All Other	Total
Principal Balance at 9/30/2019	\$ 2,415,000	\$ 7,505,000	\$ 43,450,000	\$ 53,370,000
Annexation Debt Acquired			\$ 32,340,000	\$ 32,340,000
Refunded Debt			\$ (36,180,000)	\$ (36,180,000)
Issued Debt			\$ 37,420,000	\$ 37,420,000
Paid Maturities	\$ (240,000)	\$ (410,000)	\$ (8,795,000)	\$ (7,445,000)
<b>Principal Balance at 6/30/2020</b>	<b>\$ 2,175,000</b>	<b>\$ 7,095,000</b>	<b>\$ 70,235,000</b>	<b>\$ 79,505,000</b>

	<u>FYE2019</u>	<u>FYE2020</u>	<u>FYE2021 (est.)</u>	<u>FYE2022 (Est.)</u>
Bond Mill Levy	0.191447	0.166000	0.190000	0.190000
Bond Levy	\$ 5,942,968	\$ 5,632,136	\$ 8,342,414	\$ 8,500,000

**3. Preview of FYE2021 Draft Budget**

- a. **No change in Bellevue Mill Levy**
- b. **Preliminary Valuation and associated property tax increases 29% (\$6 million)**
- c. **Increased Debt uses \$2 million**
- d. **\$4 million used to fund cost increases and new capital projects**
- e. **Aggressive bonding of new projects to take advantage of low interest rates and conserve cash**
- f. **Funding is sufficient to continue to build a better Bellevue**

CITY OF BELLEVUE  
ADMINISTRATION REPORT

3. Finance - Preview of Draft Budget - Continued

**2020-21 Annual Budget  
Fund Balance Cash Roll-Forward**

<b>Beginning Cash at 09-30-20</b>	<b>\$</b>	<b>23,684,369</b>
<b>Revenues</b>		<b>93,866,894</b>
<b>Resources Available</b>		<b>117,551,263</b>
<b>Expenditures</b>		<b>(91,937,647)</b>
<b>Ending Cash at 09-30-21</b>	<b>\$</b>	<b>25,613,616</b>

**2020-21 Annual Budget  
Bonded Indebtedness**

	<b>Total Debt</b>		<b>Total Debt to Valuation</b>	<b>Highway Allocation Bonds</b>	<b>Wastewater Bonds</b>	<b>Net GO Debt</b>	
<b>Beginning Bonded Indebtedness at 10-01-19</b>	<b>\$ 53,370,000</b>	<b>1.57%</b>		<b>\$ 7,505,000</b>	<b>\$ 2,415,000</b>	<b>\$43,450,000</b>	<b>1.28%</b>
<b>Principal Payments During Year</b>	<b>(5,020,000)</b>			<b>\$ (410,000)</b>	<b>\$ (240,000)</b>	<b>\$ (4,370,000)</b>	
<b>New Debt Issued (Includes Annexation Debt Acquired)</b>	<b>31,155,000</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$31,155,000</b>	
<b>Ending Bonded Indebtedness at 09-30-20</b>	<b>79,505,000</b>	<b>1.81%</b>		<b>\$ 7,095,000</b>	<b>\$ 2,175,000</b>	<b>\$70,235,000</b>	<b>1.60%</b>
<b>Principal Payments During Year</b>	<b>(5,455,000)</b>			<b>\$ (435,000)</b>	<b>\$ (250,000)</b>	<b>\$ (4,770,000)</b>	
<b>New Debt To Be Issued</b>	<b>12,440,000</b>			<b>\$ 5,340,000</b>	<b>\$ 1,700,000</b>	<b>\$ 5,400,000</b>	
<b>Ending Bonded Indebtedness at 09-30-21</b>	<b>\$ 86,490,000</b>	<b>1.97%</b>		<b>\$12,000,000</b>	<b>\$ 3,625,000</b>	<b>\$70,865,000</b>	<b>1.61%</b>

CITY OF BELLEVUE  
ADMINISTRATION REPORT

**City of Bellevue  
Net Revenues / (Expenditures) by Fund  
2020-21 Annual Budget**

Fund	2019-20		2020-21				
	9+3 Forecast 2019-20	Budget 2019-20	Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
				Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
10 General Fund							
Fund 10	\$ (442,884)	\$ (1,580,822)	\$ 988,706	\$ 1,431,589	323.3%	\$ 2,569,528	162.5%
Fund 99	(20,564)	80,822	0	20,564	100.0%	(80,822)	(100.0%)
Total	(463,428)	(1,500,000)	988,706	1,452,134	313.3%	2,488,706	165.9%
20 Wastewater	534,941	533,518	781,115	226,174	42.3%	227,596	42.7%
50 Community Betterment	(111,331)	(200,000)	0	111,331	100.0%	200,000	100.0%
55 Economic Development	(3,010)	0	0	3,010	100.0%	0	-
60 Community Development	(4)	0	0	4	100.0%	0	-
70 Business Improvement Districts	0	0	0	0	-	0	-
80 Law Enforcement Trust	529	0	0	(529)	(100.0%)	0	-
81 Federal Forfeitures							
Dept 00 - Other Funds	(1,796)	0	0	1,796	100.0%	0	-
Dept 50 - Justice Funds	4,128	4,500	4,488	362	8.8%	(12)	(0.3%)
Dept 51 - Treasury Funds	(4,974)	(4,500)	(4,488)	486	9.8%	12	0.3%
Total	(2,644)	0	0	2,644	100.0%	0	-
95 G.O. Bonds	2,498,655	3,450,000	179,428	(2,319,229)	(92.8%)	(3,270,574)	(94.8%)
	\$ 2,453,708	\$ 2,283,518	\$ 1,929,247	\$ (524,461)	(21.4%)	\$ (354,272)	(15.5%)

3. Finance - Preview of Draft Budget - Continued

**CITY OF BELLEVUE  
ADMINISTRATION REPORT**

**General Fund Net Revenues / (Expenditures) by Department  
2020-21 Budget**

Fund	2019-20		2020-21				
	9+3			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast 2019-20	Budget 2019-20	Budget 2020-21	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
01 Mayor	\$ (25,701)	\$ (25,701)	\$ (31,177)	\$ (5,476)	(21.3%)	\$ (5,476)	(21.3%)
02 City Administrator	(426,428)	(332,022)	(474,319)	(47,891)	(11.2%)	(142,297)	(42.9%)
03 Legal	(367,063)	(367,023)	(375,016)	(7,954)	(2.2%)	(7,993)	(2.2%)
04 Cable Advisory	(107,203)	(108,982)	(96,439)	10,764	10.0%	12,543	11.5%
05 City Clerk	(185,276)	(186,090)	(178,123)	7,153	3.9%	7,967	4.3%
06 Finance	(768,957)	(811,268)	(863,995)	(95,038)	(12.4%)	(52,727)	(6.5%)
07 Library	(1,078,061)	(1,093,150)	(1,124,761)	(46,700)	(4.3%)	(31,611)	(2.9%)
08 Administrative Services	(855,335)	(853,823)	(931,972)	(76,637)	(9.0%)	(78,149)	(9.2%)
09 Code Enforcement	(420,001)	(420,001)	(632,133)	(212,132)	(50.5%)	(212,132)	(50.5%)
10 Public Works	(977,448)	(1,021,045)	(967,644)	9,804	1.0%	53,401	5.2%
11 Parks	(1,189,709)	(1,211,031)	(2,348,392)	(1,158,683)	(97.4%)	(1,137,361)	(93.9%)
12 Recreation	(681,602)	(596,789)	(587,591)	94,011	13.8%	9,198	1.5%
13 Building Maintenance	(1,098,199)	(1,119,822)	(1,002,869)	95,330	8.7%	116,952	10.4%
14 Cemetery	(122,212)	(102,517)	(243,748)	(121,536)	(99.4%)	(141,231)	(137.8%)
15 Streets	(2,287,141)	(1,535,640)	(1,330,256)	956,885	41.8%	205,383	13.4%
16 Fleet Maintenance	(1,997,022)	(1,983,302)	(1,463,829)	533,192	26.7%	519,472	26.2%
17 Solid Waste	(90,905)	(20,411)	2,181	93,086	102.4%	22,592	110.7%
18 Planning	(315,193)	(55,408)	(176,921)	138,272	43.9%	(121,512)	(219.3%)
19 Permits & Inspections	85,805	39,588	151,642	65,837	76.7%	112,053	283.0%
20 Police	(14,804,435)	(15,088,579)	(14,096,486)	707,949	4.8%	992,092	6.6%
21 Fire & Rescue	(6,484,181)	(6,547,133)	(6,627,313)	(143,132)	(2.2%)	(80,180)	(1.2%)
23 Non-Departmental - Contracts	34,201,966	32,307,768	35,148,008	946,042	(2.8%)	2,840,240	(8.8%)
24 Information Technology	(368,067)	(367,946)	(644,184)	(276,117)	(75.0%)	(276,238)	(75.1%)
25 City Council	(80,496)	(80,496)	(115,956)	(35,459)	(44.1%)	(35,459)	(44.1%)
40 Annex	0	0	0	0	-	0	-
F99 Building Corp.	(20,564)	80,822	0	20,564	100.0%	(80,822)	100.0%
	<b>\$ (463,428)</b>	<b>\$ (1,500,000)</b>	<b>\$ 988,706</b>	<b>\$ 1,452,134</b>	<b>313.3%</b>	<b>\$ 2,488,706</b>	<b>165.9%</b>

**Finance Activities**

- a. During this fiscal year, Finance has processed and recorded 58,771 transactions totaling over \$1 billion dollars
- b. Researching vehicle inventory and usage in the city to ensure operational efficiency and effectiveness
- c. Complete the applications for all property/casualty insurance renewals which are due to expire September 30
- d. Summarize vehicle list by department/driver
- e. ADA inspections and accessibility issues were corrected at City properties
- f. Securing more Covid19-related PPE remained a priority
- g. Park safety inspections were done
- h. Surplus sales were conducted on Govdeals.org
- i. Preparing budget and forecasts
- j. Updating policies and procedures

**City Clerk**

- BOE Meeting was held on Tuesday, July 21<sup>st</sup> at 5:30 p.m.
- BOH Meeting was held on Tuesday, July 28<sup>th</sup> at 10:00 a.m.
- Notice of renewal for all Non-Class "C" of retail liquor licenses were published pursuant to Section 53-135.01 between July 10<sup>th</sup> – July 30<sup>th</sup>
- Notice with job titles and salaries will be published pursuant to Section 19-1102 between July 15<sup>th</sup> – August 15<sup>th</sup>
- Citizen Communication – Topic for Consideration Forms received by Clerk's Office  
None for month of July
- Codification Project Update – We received a preliminary copy of the Code Book, which is through Ordinance No. 3984, passed 12-3-2019. Our Legal Dept. has reviewed the preliminary copy and made comment. I am continuing to send American Publishing ordinances as they are approved so when we receive the final draft, it will be more up to date than the date on the preliminary copy. When there is a cut off for the final draft, ordinances not included will be done in a supplement to code at a later date. We received the Legal and Editorial Report, which explains editorial revisions they made to our code, as well as any editorial and legal comments or questions regarding specific code sections. Our Legal Dept. is reviewing this report. After their review, they noticed several codes needing updated. These codes were put in table format and color coded by department and sent to departments for comment. Next some of these updates will be brought to Council for approval, following the Legal Dept. having time to edit and draft. In 60 days, we will respond back to American Publishing with a response to their notes.

**Public Works**

**Administration:**

- COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)

**Engineering:**

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- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Avery culvert replacement (project completed)
- 25<sup>th</sup> Street bridge (near complete)

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- Citywide pavement replacement
- CDBG Washington Park
- CDBG 17<sup>th</sup> Street (project completed)
- Citywide overlay (paving completed; utility adjustments in progress)

**Parks:**

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

**Street Maintenance:**

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

**Waste Water:**

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- JETTING
- REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED
- LIFT STATION INSPECTIONS

**Human Resource**

**Human Resources Director**

- Personnel issues – (9) matters
- COVID-19 EO Activities
- Vacation 07/07-07/15
- Job description reviews
- Telecommute Policy
- Management Training
- Paperless file system reviews
- Personnel Investigations
- Budget preparation and development
- Employee HRIS maintenance
- Civil Service: 06/16 minutes, Police Chief rank notifications, Police Sgt Assessment Center, Police Chief Background Investigations
- Payroll processing and HRIS system management

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- Pulling hours through Ulti Pro System
- All comp time from all eligible employees and conversions of time and half into comp banks
- All Admin Leave hours for all eligible employees
- Checking all payroll entries from all departments
- Running all reports and sending all payroll payments pertaining to agencies
- Processing retirement files from payroll for Fire, Police and Civilians and uploading all to various agencies.

**ANNIVERSARIES**

Employee Name	Division	Years of Service
Brazda, Michael	Police	28
Addison, Heather	Fire	27
Niemier, Jerry	Public Works	26
Dinville, Julia	Library	21
Jennings, Jani	Finance	20
Ducker, Dontrell	Police	19
Holm, Michael	Police	19
Stroeher, Kurtis	Police	19
Kirwan, Jay	Police	18
Pleiss, Donald	Police	18
Slater, Tammi	Admin Services	17
Shannon, Glenn	Public Works	16
Schuster, Kirk	Fire	15
Harbin, Shirley	City Clerk	14
Lacosse, Clair	Library	12
Vick, Cameron	Public Works	9
Bailey, Kerwin	Public Works	6
Decker, Ashley	Admin Services	6
Ramos, Epiphany	Public Works	6
Nielsen, Jacob	Police	4
Alback, Charles	Public Works	3
Bishop, Matthew	Police	3
Kwasniewski, Stephen	Public Works	3
Markve, Robert	Police	3
Smutny, Michael	Police	3
Cass, Dylan J.	Police	2
Secrist, Weston A.	Police	2

**Specialized Transportation** Specialized transport traveled 3880 miles with 494 passengers the last three weeks. The office registered four new clients.

## Library

- The Bellevue Public Library has extended its hours to the public as COVID-19 restrictions have loosened and will maintain these hours going forward: Monday through Thursday, 9 a.m. to 8 p.m.; Friday, 9 a.m. to 6 p.m.; Saturday, 9 a.m. to 5 p.m.; and Sunday, 12 to 5 p.m. The library continues to maintain a Reserved Hour between 9 and 10 a.m., Monday through Friday, for those who are 65+ years of age or who are otherwise at health risk.
- The Children's and Young Adult Summer programs are moving into their sixth week with both SLPs ending Saturday, Aug. 15. This year due to COVID-19, both programs have been held online with families signing up through BeanStack, a new online interface subscription for the library. This year's theme is "Imagine Your Story." Library staff have been hosting programs on Zoom, with generally good numbers. The Children's Department kicked off their SLP with an online Wildlife Encounters event attended by around 100 children. They've also hosted a virtual edition of Coloring with Cops and Pawsitive Reading. Other events include online storytimes, Choose Your Own Adventure Lunch and Book Club and various creative programs. These have included creating pollinator seed bombs with the support of Green Bellevue, Dragon Scale Slime, Fairy Houses, Unicorn pillowcases, acrylic painting with Art Sherpa, dragon footprint string art, making catapults, and Stitch Camp: Gnomes. The Young Adult Department has held programs on making dragon eye magnets, marimo terrariums, dragon scale slime, snake headpieces, seed bomb pollinators, creature Shwings, and mini fairy gardens. Children and their families can pick up kits at the library to create the various crafts while following along with the online programs.
- The Adult Services Department is working on plans for the Adult Library Program. Originally scheduled for this spring, the program was postponed until fall. Starting date will be Monday, Aug. 17<sup>th</sup>, with lots of activities planned (at this point these are planned virtually).
- The library's Homebound program is currently serving about 35 residents. This is more than double the number of patrons using this service since the beginning of this year. The library has encouraged persons who are health compromised to consider opting for the Homebound service or to continue with contactless pickup. The Friends of the Bellevue Public Library volunteer to deliver materials to homebound patrons.
- The Bellevue Library Foundation will be holding a book sale Aug. 3-15 to re-open the book sale room. The room has been closed since March 17<sup>th</sup> due to COVID-19. The Library Foundation has purchased face masks, gloves, disinfectant, and a plexi-glass guard for the volunteers. This will be a "fill a bag" sale in which the public can fill a brown, grocery bag with sale items for \$5 or purchase individual items at half price.

**Police**

The testing for the position of Sergeant is now complete and the rankings are in. The testing for the position of Lieutenant is scheduled for August 26<sup>th</sup>

The testing for entry level Police Officers is scheduled for August 22<sup>nd</sup>.

We have three Officers heading to Grand Island for the Police Academy August 30<sup>th</sup>.

Four Officers started on July 20<sup>th</sup> with the Department. They are all lateral hires from other agencies. Three were from Nebraska Agencies and one from Ohio.

I attended the Board of Health Meeting on 07/28/20 concerning a potentially dangerous dog which upheld the decision by NHS.

**Fire**

**(See Attached)**



# City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 7/28/2020

### A. General Items:

- QA/QI
- Testing out one part time paramedic from ALS Probation Tuesday 7-28
- Part time shift bids start August 1
- BMC Trauma Committee Meeting August 18
- Scheduling EMS Committee Meeting for September
- Working on yearly ALS Competencies for all personnel
- Continuing to coordinate resources for COVID responses (PPE)
- Coordinating potential fall part time hiring class if it appears necessary after shift bids
- Tower upgrade should be completed July 31<sup>st</sup>

### B. Training:

- Forcible entry review.
- Fire behavior review.
- Human trafficking webinar.
- Intubation review
- Training on new tower fire simulator upgrades.

### C. Inspections:

- Plan review Tidal Wave Auto Spa.
- Final remodel inspection 2861 Capehart Rd.
- Fire alarm plan review 1408 Fort Crook Rd. South.
- Inspect 19 firework stands for final clean up.
- Final building inspection, Fire alarm test and suppression hood test Wing Stop 2012 Cornhusker Rd #100.
- Final inspection 11507 S 42 St. # 101.
- Plan review suppression hood for Anderson Grove School 11820 S. 37<sup>th</sup> St.





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Fire Department

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### **D. Calls: July 14<sup>th</sup> through July 28<sup>th</sup>**

Fire – 59

Rescue - 174

### **E. Ambulance Billing**

June 1-30, 2020

\$ 163,287.50 has been billed out to insurance companies (227 insurance claims)  
<\$73,479.38> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$163,287.50)

**\$ 89,80812** is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

**\$ 68,717.35** deposited into the bank June 1-30, 2020

5,944.75 in Credit/Debit card payments for June 1-30, 2020.

**\$ 74,662.10 TOTAL** June 1-30, 2020 rescue fee revenue

#### Statement Billing:

154 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 85,532.76

This is money owed the City from patients who have balances on their accounts after their insurance has paid

**OR** patients who are self-pay.



# City of Bellevue

Fire Department

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## F. Manpower Report Staffing

### Staffing Report from 6/29/2020 through 7/5/2020

Monday	AM	E1, E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E31	3-Person	
Wednesday	PM	Full		
Thursday	AM	E31, E41	3-Person	
Thursday	PM	E31	3-Person	
Friday	AM	E1, E41	3-Person	
Friday	PM	E1, E31	3-Person	
Saturday	AM	E41	3-Person	
Saturday	PM	E21, E41	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	E1, E31	3-Person	

### Staffing Report from 7/6/2020 through 7/12/2020

Monday	AM	T21, E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	T21, E31, E41	3-Person	EMS Sup 2 OOS
Tuesday	PM	Full		
Wednesday	AM	E1, T21	3-Person	
Wednesday	PM	Full		
Thursday	AM	E41	3-Person	EMS Sup 2 OOS
Thursday	PM	Full		EMS Sup 2 OOS
Friday	AM	E31	3-Person	
Friday	PM	Full		
Saturday	AM	Full		
Saturday	PM	Full		
Sunday	AM	E1, T21	3-Person	
Sunday	PM	E1, T21	3-Person	



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 7/13/2020 through 7/19/2020

Monday	AM	E31	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1	3-Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	Full		
Saturday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Saturday	PM	E1, T21, E41	3-Person	EMS Sup 2 OOS
Sunday	AM	T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	PM	E41	3-Person	EMS Sup 2 OOS

### Staffing Report from 7/20/2020 through 7/26/2020

Monday	AM	E1, T21, E31	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, E31, E41	3-Person	EMS Sup 2 OOS
Tuesday	PM	Full		EMS Sup 2 OOS
Wednesday	AM	E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31	3-Person	
Thursday	PM	E1, T21, E31	3-Person	
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	E1, E41	3-Person	
Saturday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Saturday	PM			EMS Sup 2 OOS
Sunday	AM	E1, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	PM	E1, E41	2-Person	