

Bellevue City Council Meeting

Tuesday, August 18, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands 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. (*) Acknowledge Receipt of the July 23, 2020 Planning Commission Minutes.
 2. (*) Approval of the August 4, 2020 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: **NONE**
8. ORGANIZATIONAL MATTERS: **NONE**
9. APPROVED CITIZEN COMMUNICATION: **NONE RECEIVED**
10. LIQUOR LICENSES: **NONE**
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. 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):
 - 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) **{Request to lay over until September 15th, by Mr. Kellner, on behalf of applicant}**
 - 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. 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}**
13. ORDINANCES FOR INTRODUCTION (1st reading): **NONE**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request to approve the Fiscal Year 2021-2026 Capital Improvement Plan and a Request to approve the amended Fiscal Year 2019-2020 Public Works Capital Improvement Plan. **[Public Hearing Required]** (Planning Manager)
15. RESOLUTIONS:
 - a. Res. No. 2020-36: Approve and authorize Mayor to sign updated Master Fee Schedule.
 - b. Request approval of Resolution 2020-37 and the Acquisition Services Agreement by the City Council and authorize the Mayor to sign Resolution 2020-37 and the Agreement between the City of Bellevue and Midwest Right of Way Services, Inc. not to exceed \$227,475.00 for the 36th Street - Sheridan to Platteview, Urban Widening, Phase 2, MAPA-3733 (1), Control

No. 22288 project. (Interim Public Works Director)

16. CURRENT BUSINESS:

a. Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites. (City Clerk)

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 - August report will be attached to the September 1st meeting***)

18. CLOSED SESSION:

19. ADJOURNMENT

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Bellevue Planning Commission Meeting, July 23, 2020 Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, July 23, 2020 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ritz, Hankins, Cutsforth and Jacobson. Absent was Commissioner Ackley. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Cutsforth, seconded by Jacobson, to approve the minutes of the June 25, 2020 regular meeting as presented. Upon roll call, Casey, Perrin, Cain, Aerni, Ritz, Hankins, Cutsforth and Jacobson voted yes. Motion carried.

Ritz asked if there were any updates or additions to staff reports. Palm advised staff received an email from on Agenda item 3.a. an email received two updates were received. For Agenda item 3.a. an email was received from Patti Smith Normandy hills expressing concerns with potential access. Item 3.b. several documents were received from Shannon's attorney, Notice of appeal, Notice of contract claim with exhibits, complaint with exhibits. A copy of each item was emailed to Commissioners and a hard copy was placed on their desk. A copy was also placed on the table for public review.

Motion was made by Jacobson, seconded by Cain, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, Casey, Perrin, Cain, Aerni, Ritz, Hankins, Cutsforth and Jacobson voted yes. Motion carried.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW¼ 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 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of industrial development. Applicant: Frank R. Kreici. General location: Fort Crook Road South and Fairview Road. Case #: Z-2006-05.

Doug Kellner, TD2 Engineering & Surveying, 10836 Old Mill Rd, Omaha, NE was present on behalf of the applicant. Kellner stated the comprehensive plan has the land slated for industrial use. Several years ago, the applicant went through a preliminary plat process that he never went on to complete. Their intentions are to finish that process and get the needed zoning in place in case someone comes forward and wants to develop the land.

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

Casey asked Kellner if he had knowledge of any immediate plans for development of the land. Kellner stated no plans are in place that he could talk about in a public meeting. Casey asked staff if they had knowledge of any plans to add additional entrances or exits to the Normandy Hills Housing area. Palm stated the City is continuing to work on this and are hopeful future development at the Highway 34 /75 interchanges will allow the City to secure a second entrance from the Normandy Hills neighborhood down to Highway 34.

Cain mentioned letters from the Homeowners Association regarding the one entrance and one exit. She asked Kellner if he had contact with the Department of Transportation regarding access for the residents of Normandy Hills. Palm gave background history from 2013 regarding the initial application request. The initial proposal was for six lots. At that time, the State of Nebraska Department of Transportation (State) granted two access points onto Fort Crook Road South for the development and an access north to Fairview Road. Palm stated for this application we are not looking at platting. She said staff does not foresee six lots on this site, therefore two access points will not be needed to access Ft Crook Road South, and this will be discussed with the State. Palm said the State does not plan to add an additional entrance to the Normandy Hills subdivision but the City of Bellevue will pursue the need for an additional entrance for Normandy Hills residents to the South as development occurs at the 34/75 interchange.

Jacobson asked staff if the State should be contacted to gain access onto Fairview Road that will

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provide entrance to Fort Crook Road. Palm explained the right of way to the north of the property at Fairview Rd is County right of way.

MOTION was made by Jacobson, seconded by Aerni to recommend APPROVAL of 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 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of industrial development, based upon conformance with the zoning ordinance and Comprehensive Plan, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON August 18, 2020.

PUBLIC HEARING was held on a 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. Case #: Z-1204-06.

Jason Bruno, Sherrets Bruno & Vogt, LLC, 260 Regency Parkway Drive, Suite 200, Omaha, Nebraska 68114, was present to speak on behalf of the applicant. Bruno asked the Planning Commission not to get involved. He stated this is not a rezoning issue and no alternate plan was presented for the property. Bruno said the zoning of the property comes pursuant to a contractual agreement entered September 10, 2012 between Main Street Properties, owner Pat Shannon, and the City of Bellevue. Bruno said the City believes Main Street is in breach of contract and Main Street believes the City is in breach of contract. Bruno stated therefore this is a breach of contract dispute between Main Street Properties and the City of Bellevue that should be presented to the courts to decide, therefore it is not appropriate for the Planning Commission to weigh in. He stated his client has operated and parked vehicles on the property in the same manner since 2012. Bruno said the three stalls in question have been used for parking since the beginning of the contract with full knowledge and consent of the City however in June 2020 the City tried to expand the scope of the development agreement. Bruno stated his office asked the Bellevue City Attorney for a copy of the zoning violation and was ignored and faced with threats. Bruno said even if in default, Main Street had a ten day opportunity to cure and should have been given specific notice of default but neither occurred. Bruno stated Shannon made an appeal to Board of Adjustment on July 13, 2020 and filed a Notice of Contract claim to the City of Bellevue July 12, 2020. Bruno said a Federal lawsuit (pending) was filed July 13, 2020 alleging Main Street's Constitutional and Contractual rights were violated. Bruno stated the courts should decide if there is a breach in contract not the City. He asked the Planning Commission to table the issue and allow the lawsuits and notices to go through the courts system.

Michael Wills, 1321 Harrison Street, Bellevue, NE, was present to speak on behalf of the applicant. Mr. Wills stated he believes the City is out to get Mr. Shannon. He said Shannon is believed to be a thorn in the side of the City and they will do whatever it takes to bring him into lockstep. Wills stated the city tore down one of Shannon's car washes and his building on Galvin Road and he does not agree with the City's actions.

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

Aerni asked Bruno if Main Street Properties has ever breached the agreement by using the stalls documented in the agreement. Bruno stated Shannon never used the stalls North of the North Face of the building in violation of the agreement. Aerni asked Bruno to look at an aerial of the property included in his packet that appeared to be a U-Haul parked in one of the stalls to the North of the North face of the building. Bruno stated the vehicle shown in the aerial view was not a U-Haul.

Casey asked Bruno about the four notices of violation for parking on the north side of the building. Bruno stated he had not seen the violations mentioned although he asked for copies. Palm stated she has copies of the Code Enforcement violations dated October 23, 2012, September 11, 2014, and April 16, 2020. Casey asked why parking of U-Haul vehicles was not allowed on the North face of the building. Palm stated Shannon requested to rezone from RG-50-OTO (General Residential, Olde Towne Overlay) to BGM-OTO (Metropolitan Business General, Olde Towne Overlay) to operate his U-Haul business. Palm said the building operated as a non-conforming structure for years at one time being owned by the school district and used as office space. She said City Council minutes from the September 10, 2012 hearing on this request show Council members expressed concern about having

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BGM zoning moving further east down Mission Avenue and into residential areas. Palm stated as a compromise and to allow for Mr. Shannon's rezoning request City Council, with assistance from Patrick Sullivan, City Attorney in 2012, created a contractual zoning agreement. She said part of the agreement restricted the location of parking of U-Haul vehicles that no U-Haul vehicles would be allowed to park to the north of the building. Palm stated this was put in place to minimize impact on the surrounding neighborhood. Casey asked if the violation notices provided a description or location of where the violations occurred. Palm stated the violations offered descriptions and license plates of vehicles and stated the owner must have all U-Haul vans, trucks and or trailers parked south of the north face of the building which suggests they were parked in violation of the agreement. Palm said Code Enforcement provided pictures of the violations. Cain asked Palm to allow the Commissioners to examine the copies of violations and pictures.

Cutsforth asked Palm how the complaints originated and for a description of the normal process surrounding a notice of violation. Palm stated the complaints are generated by the Code Enforcement Department. She said their policy is to give 30 days to remedy a zoning violation. Palm said the notices presented are specific to the agreement between Shannon and the City therefore the owner had (10) days to cure violation after receipt of the notice.

Casey asked if Shannon attempted to correct the previous violations. Palm reported the October 23, 2012 and September 11, 2014 violations were corrected but the most recent violation from April 16, 2020 was not corrected. Bruno stated Shannon denied receiving any violations prior to the most recent one and that violation has been filed with the Board of Adjustment. Palm stated the information submitted for review was provided by the Code Enforcement Department.

Aerni asked if this request would move forward to City council regardless of the Planning Commission's recommendation. Palm stated it would move forward with a Planning Commission recommendation.

Ritz asked Bruno if the property owner actively kept customers from parking returned U-Haul vehicles in the spots noted in the agreement. Bruno said Shannon stated he attempted to actively discourage customers from parking in those slots. Ritz stated Exhibit C, Notice of Violation dated June 19, 2020 gave Shannon Thirty (30) days to correct the violation and not just one (1) day as presented in documents submitted by the applicant.

Jacobson asked if the area noted in the agreement encompassed the entire plane across the north side of the building. Staff answered yes.

More questions and discussion were had regarding Shannon's knowledge of the 2012 and 2014 violations. Bruno stated he had no knowledge of those violations.

Ritz reminded the Commissioners their task is not to debate legalities or the meaning of contracts but to make a recommendation to approve or deny the City's rezoning request based on the information provided and that recommendation will move forward to City Council for final approval.

MOTION was made by Aerni, seconded by Jacobson to recommend APPROVAL a 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. Case #: Z-1204-06. APPROVAL based upon the Zoning Agreement dated September 12, 2012 and the documented violations. Upon roll call, seven voted yes, with Hankins voting no and one absent. Motion carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on August 18, 2020.

PUBLIC HEARING was held on a request to approve the Fiscal Year 2019-2026 Capital Improvement Plan. Applicant: City of Bellevue.

Palm advised, on July 22, 2020 Planning Commissioners received an amended agenda with a copy of the amended Capital Improvement Plan (CIP). She stated changes were made in consequence of items received for Code Enforcement as they are transitioning out of the realm of the police department and are requesting a budget for new vehicles and equipment. Palm said Information Technology (IT) made a request to budget for replacement and upgrades to the current phone system. She stated the 2019-2020 CIP was approved in conjunction with the yearly budget and an amendment was proposed based on Public Works' need for equipment because of a large number of annexations .

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

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closed the public hearing.

Cain said she noticed \$750,000.00 is allocated for Economic Development and wondered if the City has plans to begin infrastructure at the Highway 34 corridor. Palm stated each year of the CIP \$750,000.00 is budgeted for LB840 infrastructure improvements, but the City does not have a specific project at this time. Jacobson requested the City provide a list of proposed allocations for the LB840 Economic Development funding in the next budget cycle. Ritz asked if the City provided economic projections for future years. Palm stated budget items for the current and following year are fairly accurate but future years are typically wish list items. She said the items listed are a result of meetings with department heads and the Finance Director. Aerni said he noticed items were added and removed on the South 36th Street project. He asked if the City planned to continue this project. Palm replied the project will continue, the modifications are adjustments for timing, engineering, and construction. Ritz noted in the CIP 2020 fiscal year amended budget the \$75,000.00 architectural engineering services for American Heroes Park Amphitheater addition was approved for less by city council. He asked staff to make the necessary updates before going to City Council. Cutsforth asked if Fort Crook Road, South 13th Street to Harlan Drive is a reconstruction project. Palm stated it is listed as engineering and design, but she did not have specific details for the project.

MOTION was made by Jacobson, seconded by Cutsforth to recommend APPROVAL of the Fiscal Year 2019-2026 City of Bellevue Capital Improvement Plan as amended. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on August 18, 2020.

Meeting adjourned at 7:57 p.m.



Ange a Curry
Assistant Planning Manager

MINUTE RECORD

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8/18/2020

Bellevue City Council Meeting, August 4, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Council President Don Preister at Bellevue City Hall on the 4th day of August, 2020, at 6:00 p.m. 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 "Omaha Daily Record" 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

Council President Preister led in the Pledge of Allegiance. Associate Pastor Mick Huntley, Midlands Bible Baptist Church, 2407 Chandler Road East, gave the invocation.

OPEN MEETINGS ACT

Council President Preister 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.

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 Welch, to approve the consent agenda which included the following: Approval of the July 21, 2020 Board of Equalization Minutes; Approval of the July 21, 2020 City Council Minutes; Acknowledge Receipt of the July 28, 2020 Board of Health Minutes; and Approval of Claims.

Councilman Shannon advised the public the City of Bellevue is no longer publishing legal notices in the Bellevue Leader. The City is now publishing on the website Omaha Daily Record. On the website there is a tab for the City of Bellevue.

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:

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)

Interim Chief Dargy recognized and presented Officer of the Quarter and Officer of Year to the following: Officer of the 1st Quarter, Detective Ward; Officer of the 2nd Quarter, Officer Jimerson; Officer of the 3rd Quarter, Officer Murray; Officer of the 4th Quarter, Officer Wirtz; and Officer of the Year, Detective Ward.

Budget Presentation (Will be given after the first reading of Ordinance No. 4005)

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third 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 third and final time.

Motion made by Welch, seconded by Cook, to approve 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.

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Councilman Cook commented Sherwood Homes is an outstanding builder. He is in support of this request based on three homes could currently be built now without being rezoned. He feels one developer doing the grading and moving the runoff in a good direction is the best who to develop this area. The developer will need to follow the rules and requirements on the runoff.

Councilman Shannon mentioned the developer and the development are not the problem. The problem is the City needs to come up with a long-term plan to address this area. The proposed development does not cause a problem, it contributes to the solution. He commented he is in support of the development.

Councilman Stinson stated he has concerns with the water runoff. The only storm drains in the area are at the bottom of Canyon Road. Combs Road on has a ditch and already has erosion. He is not in support of this request.

Councilman Burns mentioned he met with the President of the Hidden Hills HOA and another resident in the area. He walked Canyon Road and Combs Road was able to see some erosion from runoff in the area. He requested clarification on where the water will run.

Mrs. Tammi Palm, Planning Manager, advised there is storm sewer in the area. When the water does run, most of the water will run along the ditch or along Combs Road.

Mr. Dean Dunn, Interim Public Works Director, explained currently there is a storm pipe that runs along the south edge of Combs Road. It has been extended a little every couple of years by the Streets Department per request of the adjacent property owners. It currently outlets 300 – 400 feet, to the east, of the intersection of Canyon Road and Combs Road. There is a flared in section slightly to the west of the intersection that accepts the majority of the drainage. Any overflow would then cross over the intersection and run alongside the road to the ditch. The ditch goes around Combs Road past Jewell Park, continuing south, and makes its way to the river. The Street Department has been unable in recent years to do maintenance along the ditch in the area. Primarily due to other demands due to extreme weather. Mr. Dunn mention he had a discussion with the Streets Departments early in the day. He was advised they are a couple weeks out from performing ditch maintenance.

Councilman Burns inquired what the ditch maintenance will look like long term. He questioned if there will be more runoff from the development of the three homes. Mr. Dunn responded the addition of the three homes will not contribute significantly. The current storm water requirements require that you can't have the post construction runoff exceed the predevelopment conditions. Regarding the long-term maintenance there is nothing in place in the Capital Improvement Plan (CIP) or the One- and Six-Year Street Plan to pave the road. The maintenance would be grading and adding rock as necessary.

Councilman Burns inquired if there is a reason the road is not concrete. He questioned if it is more costly to continue having an asphalt road. Discussion occurred on the use of asphalt and how costly a paved road would be.

Councilwoman Welch stated Sherwood Homes has been in business a long time and is a reputable home builder. She supports the request.

Councilman Burns mentioned Mr. Putz lives off Bellevue Boulevard. He has a septic tank located on proposed Lot 2. Mr. Putz has concerns with septic tank being contacted to the City and to the Litchfield. Mrs. Palm confirmed Mr. Putz's septic tank is located off of his property and is located on Sherwood Homes property. This will become an issue between neighbors and is a civil matter. The applicant's engineer is aware of the septic tank and is working on a solution. One possibility is an easement could be created or Mr. Putz may have the option to connect to the sewer brought it for the development.

Councilman Burns mentioned the City Parks Advisory Board is aware of runoff issues and the erosion problems in Jewell Park. He stated he wants residents to know this item is being discussed on how to move forward.

Councilman Cook commented he called Mrs. Carver who spoke at the last City Council meeting, in addition to Councilman Burns meeting the HOA President.

Council President Preister stated he has had concerns with the erosion for some time. He has conversations with Mrs. Palm and Mr. Dunn. He is happy to hear the Streets Department, Parks Department, and City Park Advisory Board are looking at improving the drainage.

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

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

Motion was made by Shannon, seconded by Welch, to approve the Preliminary Plat Lots 1 through 3, Hidden Hills 2nd Addition. Roll call vote on the motion to approve as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: Stinson. Motion carried.

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Motion was made by Shannon, seconded by Cook, to approve the Final Plat Lots 1 through 3, Hidden Hills 2nd Addition. Roll call vote on the motion to approve as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: Stinson. Motion carried.

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 third and final time.

Motion was made by Cook, seconded by Burns, to approve 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.

Motion was made by Preister, seconded by Cook, to amend Ordinance No. 4002 by inserting a provision to replace each tree that is removed with one new tree.

Councilwoman Welch questioned if verbiage can be added to look at every outside opportunity to pay for replanting a tree before coming to the City. Council President Preister stated he can add to his motion to assess all funding sources to pay for a tree to be planted.

Councilman Shannon stated he had constituents' concerns on the ordinance. He requested clarification on the City has permission to go on people's property. Council President Preister advised this component is currently in the ordinance. Ms. Bree Robbins, City Attorney, commented Code Enforcement currently has legal authority to do this.

Councilman Shannon questioned if the City has a licensed Arborist on staff. Ms. Robbins replied the City does not. Council President Preister stated the ordinance does requires staff either has one or in the process of certification. The ordinance also requires the Tree Board has a licensed Arborist, explaining they have two who are licensed. Councilman Shannon inquired who in the City is in the process of certification. Mr. Jim Ristow, City Administrator, advised the City has the ability to contract with a licensed Arborist.

Councilman Shannon stated anyone operating on trees in the area requires an Arborist license. He questioned if anyone is grandfathered. Ms. Robbins explained there is no grandfathering, that is in the existing ordinance. This discusses the appeal process if there is Code Enforcement violation. Discussion followed.

Councilman Burns requested clarification on the amendment. Ms. Robbins stated for every tree removed a tree should be planted and funded by outside sources. Councilman Burns commented he is agreeable if this is done in parks. For individual home owners this would become a financial burden to property owners. Council President Preister responded this only applies to City trees and not private residents. Councilman Shannon stated it specifically addresses private homeowners. Ms. Robbins clarified the confusion is if homeowners would need to plant a tree if they are cited by Code Enforcement. She suggested this portion not be included in the ordinance. Conversation ensued.

Councilmen Cook, Burns and Preister withdrew motions to approve and amend.

Motion was made by Shannon, seconded by Stinson, to table this item until August 18th.

Councilman Shannon mentioned 29.5-26. strikes if there is a dead tree that needs to be removed, the City will notify people in writing. Ms. Robbins explained this is changed elsewhere in the ordinance and is redundant in this section. Councilman Shannon verified a letter will be sent to the owner before someone removes their tree. Ms. Robbin stated absolutely, stating this is addressed in 29.5-10 and 29.5-9.

Roll call vote to table this item until August 18th was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

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 SW1/4 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)

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 and Fairview Road, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on August 18th.

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

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)

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 was read by title only for the first time and scheduled for public hearing at the Council meeting on August 18th.

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

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 was read by title only for the first time and scheduled for public hearing at the Council meeting on August 18th.

Mr. Rich Severson, Finance Director, presented Fiscal Year 2020-21 budget that fully funded administration's requests. The Bellevue tax rate will stay the same as the current year at 0.610000. Valuations did increase 29% which will increase the total tax revenue to the City by \$6,000,000.00. Discussion occurred on debt service.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

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)

Council President Preister opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to the proposed ordinance.

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

Motion made by Stinson, seconded by Burns, to 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.

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

RESOLUTIONS:

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

Motion made by Burns, seconded by Stinson, to approve Resolution No. 2020-33: To participate in the Papio NRD Hazard Mitigation Plan.

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

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)

Motion made by Cook, seconded by Welch, to approve 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.

Councilman Burns requested clarification on this item. Mr. Ristow explained when redistricting the wards after the annexations, MAPA recommended a sixth ward. This will keep the wards cleaner and the wards will be divided according to population.

Councilwoman Welch clarified this item will go on the ballot for voters in November. Ms. Robbins answered correct. The voters will vote on whether or not to eliminate the At Large position and create a Ward 6. Councilman Burns inquired if there is enough time to place this on the ballot. Ms. Robbins explained she has been in contact with Ms. Michelle Andahl at the Sarpy County Election Commission Office. The item would need to be put into a resolution and to the Election Office by September 1st.

Councilman Shannon requested Mr. Ristow send the redistricting map out to the Council the next day. Discussion followed.

MINUTE RECORD

Bellevue City Council Meeting, August 4, 2020, Page 5

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

CURRENT BUSINESS:

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)

Motion made by Stinson, seconded by Welch, to approve 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.

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

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

Motion made by Stinson, seconded by Welch, to approve the Recording and Dictation system from Dragon Software, in an amount not to exceed \$84,001.45

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

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)

Motion made by Cook, seconded by Stinson, to 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.

Councilman Shannon stated he cannot support spending \$1.1 million on sprinklers in a park for kids to run through. He explained the City has more important things such as drainage problems, roads to address, and \$80 million in unpaid debt in the City.

Councilman Preister mentioned in addition to the splash pad there will be a parking lot. He advised public comment was received on the splash pad and the needs in the park.

Councilwoman Welch requested clarification if this item has been on books for a while. Councilman Cook responded it has been discussed for years.

Councilman Cook stated there is nothing in southwest Bellevue. The splash pad is located by Leonard Lawrence School, which houses approximately 420 students. There are other surrounding schools in the area the splash pad would serve. He commented he would like to spend \$5 - \$6 million on a full-size pool.

Councilman Stinson explained this has been a budgeted item. He is in support of the splash pad.

Councilman Cook provided a map of the wards indicating the water facilities in each ward. Conversation ensued.

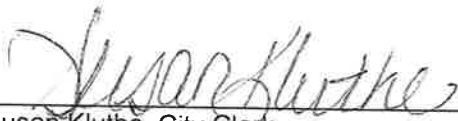
Roll call vote on the motion to approve as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: Shannon. Motion carried.

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 attached)

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, the meeting adjourned at 7:49 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.

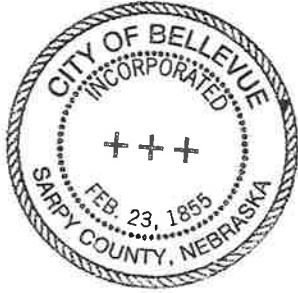

Susan Kluthe, City Clerk

Don Preister, Council President

MINUTE RECORD

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

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 August 4, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Susan Kluthe, City Clerk

MINUTE RECORD

*6a.
8/18/2020

CLAIMS FOR AUGUST 18, 2020

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MAYOR

CENTURY LINK	MONTHLY SERVICE-2020-7-22	12.58
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	52.43
		<u>\$ 65.01</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	14.68
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	66.77
CENTURY LINK	MONTHLY SERVICE-2020-7-22	24.33
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	4,641.90
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	98.07
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	145.21
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	185.12
		<u>\$ 5,176.08</u>

CITY COUNCIL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	814.39
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	120.27
		<u>\$ 934.66</u>

LEGAL

CENTURY LINK	MONTHLY SERVICE-2020-7-22	24.74
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	3,109.92
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	65.38
QUINN'S QUALITY REPORTING, LTD	REPORTING/APPEARANCE FEE	696.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	89.87
		<u>\$ 3,985.91</u>

CABLE ADVISORY

AVI SYSTEMS, INC	ON-SITE INTEGRATION	1,213.05
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	12.47
CENTURY LINK	MONTHLY SERVICE-2020-7-22	8.38
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	3,857.20
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	65.38
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	49.43
		<u>\$ 5,205.91</u>

CITY CLERK

BELLEVUE PUBLIC SCHOOLS	LIQUOR LICENSE FEES	14,625.00
BELLEVUE PUBLIC SCHOOLS	TOBACCO LICENSE FEES	345.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	11.01
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	66.72
CENTURY LINK	MONTHLY SERVICE-2020-7-22	12.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	2,362.64
GRETNA GUIDE & NEWS	LEGAL ADS	281.62
HABITAT FOR HUMANITY OF SARPY COUNTY	EASEMENT PAYMENTS-2019-2020	260.00
LUCY MORE	EASEMENT PAYMENTS-2019-2020	140.00
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	65.38
OMAHA PUBLIC SCHOOLS	LIQUOR LICENSE FEES	2,600.00
OMAHA PUBLIC SCHOOLS	TOBACCO LICENSE FEES	180.00

MINUTE RECORD

CLAIMS FOR AUGUST 18, 2020

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CITY CLERK (cont'd)

PAPILLION/LA VISTA SCHOOLS	TOBACCO LICENSE FEES	90.00
PAPILLION/LA VISTA SCHOOLS	LIQUOR LICENSE FEES	3,275.00
SARPY COUNTY ELECTION COMMISSIONER	PRIMARY ELECTION FEES	8,496.98
		<hr/>
		\$ 32,811.93

FINANCE/RISK MANAGEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	19.08
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	89.03
CENTURY LINK	MONTHLY SERVICE-2020-7-22	60.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	5,219.88
INDOFF	OFFICE SUPPLIES	10.51
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	90.00
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	196.14
SAM'S CLUB	ADJUSTMENT	0.01
THE CURE	VESTS, COOLING TOWELS	592.05
TRISTAR RISK MANAGEMENT	WORK COMP FUNDING-JUL 2020	10,014.76
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	54.47
		<hr/>
		\$ 16,346.87

LIBRARY

APPLES & MORE	LAMINATIONS	4.77
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
CENTURY LINK	MONTHLY SERVICE-2020-7-22	41.92
CONNIE BARNARD	REIMB CLEANING SUPPLIES, PROGRAM SUP	72.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	107.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	7,623.75
INDOFF	OFFICE SUPPLIES	289.81
INGRAM LIBRARY SERVICES	BOOKS	1,606.82
KAPCO	SUPPLIES	144.05
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	8.88
MENARDS	WOOD GLUE, FURRING	22.68
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	261.52
OCLC INC	ON-LINE CATALOGING	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	1,923.86
OVERDRIVE, INC	OVERDRIVE CONTENT PURCHASE	500.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL, SUPPLIES	651.00
RECORDED BOOKS	VIDEOS	22.40
RUFF WATERS	AQUARIUM MANAGEMENT	82.98
SCOTT WELCH	MONTHLY WEB HOSTING-LIBRARY	125.00
SHOWCASES	SUPPLIES	1,697.76
		<hr/>
		\$ 16,565.32

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	16.14
CENTURY LINK	MONTHLY SERVICE-2020-7-22	58.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	12,151.40
GRETN A GUIDE & NEWS	LEGAL ADS	6.50
IDEAL PURE WATER COMPANY	BOTTLED WATER	66.75
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	30.00

MINUTE RECORD

CLAIMS FOR AUGUST 18, 2020

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ADMINISTRATIVE SERVICES/PERSONNEL (cont'd)

MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	102.36
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	294.21
ONE SOURCE	BACKGROUND CHECKS	51.30
PAYROLL MAXX	ANNUAL PAYROLL ACCESS	450.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	81.28
UPS	ADDITIONAL FEE FOR POSTAGE	1.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,687.47
		<u>1,687.47</u>
		\$ 14,997.29

CODE ENFORCEMENT

ALEXANDER LAWN & LANDSCAPE, INC	CODE ENFORCEMENT CLEAN-UPS	3,741.25
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	2.69
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	163.17
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	76.59
		<u>76.59</u>
		\$ 3,983.70

PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	PLOTTER SUPPLIES	362.82
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	4.51
CENTURY LINK	MONTHLY SERVICE-2020-7-22	50.30
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	5,693.01
INDOFF	OFFICE SUPPLIES	73.19
J P COOKE COMPANY	NAME PLATE	37.00
LOGAN CONTRACTORS SUPPLY	WHEELBARROW	425.18
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	124.28
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	185.66
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	272.86
ONE CALL CONCEPTS	LOCATES	787.64
SUBURBAN NEWSPAPERS	LEGAL ADS	102.86
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	403.13
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	60.87
		<u>60.87</u>
		\$ 8,583.31

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 7	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS	292.00
BEST CUT LAWN CARE	MOWING LAKEWOOD -7/16-23-29	3,724.23
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
CENTURY LINK	MONTHLY SERVICE-2020-7-22	37.73
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	363.42
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	8,089.18
J & J SMALL ENGINE SERVICE	LAZER MOWER	26,556.00
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	326.90
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	239.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	5,725.69
PRECISE MRM LLC	POOLED DATA PLAN	225.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	191.81
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,228.55
VOGEL WEST	PAINT	212.41
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	MARKING PAINT, FLAG MARKERS	145.23
		<u>145.23</u>
		\$ 58,913.34

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CLAIMS FOR AUGUST 18, 2020

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RECREATION

BEN SMITH	REFUND POOL PARTY DEPOSITS	200.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.42
CENTURY LINK	MONTHLY SERVICE-2020-7-22	52.96
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	88.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	2,109.96
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	65.38
OFFUTT COLLISION REPAIR CENTER	DAMAGE REPAIRS TO TRUCK	4,518.12
REBECCA GONZALEZ	REFUND WEDDING RECEPTION DEPOSIT	375.00
SUE YOUNG	REFUND REED CENTER RENTAL DEPOSIT	325.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	64.54
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	518.66
WESTLAKE ACE HARDWARE	KEYS	2.49
		<hr/>
		\$ 8,345.92

BUILDING MAINTENANCE

A & R ENTERPRISES	SENIOR CENTER SIDEWALK-ADA	5,720.00
AQUA-CHEM	CHEMICALS FOR POOLS	1,806.55
BIL-DEN GLASS	INSTALL GLASS PANEL-COVID	4,125.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	259.40
CENTURY LINK	MONTHLY SERVICE-2020-7-22	4.19
CONTROL MASTERS, INC	HEAT PUMP NOT COOLING	1,174.60
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	6,901.83
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	180.00
GAMETIME	MOLDED SWING SEAT	107.80
IDEAL PURE WATER COMPANY	BOTTLED WATER	14.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	98.57
KB BUILDING SERVICES	JANITORIAL SERVICES-AUG 2020	10,708.50
LOGAN CONTRACTORS SUPPLY	LIMESTONE	317.75
MENARDS	PLANTS, SUPPLIES, CLEANING SUPPLIES, CHIME, PAINT SUPPLIES, SPRAYER	386.61
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	196.14
O'KEEFE ELEVATOR COMPANY	ELEVATORS MAINTENANCE	464.81
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	2,077.29
SECURITY EQUIPMENT	INSTALL AUTO LOCK DOOR-LAKEWOOD PK	3,451.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES, COVID GLOVES	6,539.84
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	25.52
WESTLAKE ACE HARDWARE	MEND-PLATE, TAPE, MULCH, EXTENSION CORD, SUPPLIES	330.77
		<hr/>
		\$ 44,890.17

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
BOBCAT OF OMAHA	BOBCAT FOR CEMETERY	34,733.68
CENTURY LINK	MONTHLY SERVICE-2020-7-22	4.19
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	1,506.62
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	65.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	112.85
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	49.43
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	330.18
		<hr/>
		\$ 36,906.43

MINUTE RECORD

CLAIMS FOR AUGUST 18, 2020

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STREETS

ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENT	30,068.63
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	182.76
CENTURY LINK	MONTHLY SERVICE-2020-7-22	37.73
CONCRETE SUPPLY, INC	CONCRETE	443.50
CORNHUSKER INTERNATIONAL TRUCKS	2020 INT'L TRUCK CHASSIS	146,709.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	274.17
DJ RUSH	REIMB FOR CDL LICENSE	14.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	39,267.87
FELSBURG HOLT & ULLEVIG, INC	36TH ST IMPROVEMENTS	27,075.37
INDEPENDENT SALT CO	ICE CONTROL SALT	19,307.08
INDOFF	OFFICE SUPPLIES	309.48
K2 CONSTRUCTION	SOUTH 25TH ST IMPROVEMENTS	93,415.66
LOGAN CONTRACTORS SUPPLY	SPRAYER, TUBE	(115.97)
MARTIN PRODUCTS SALES, LLC	OIL	362.60
MENARDS	GROUT	38.93
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	1,013.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-5	92.08
MID-AMERICAN SIGNAL	VEHICLE DETECTION SENSOR, SIGNAL PARTS	23,353.93
MIDWEST SALES & SERVICE CO	GUARDRAIL POSTS	248.00
MOBOTREX	SIGNAL PARTS, LED LIGHTS	1,890.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	2020 MAJOR STREET RESURFACING PROJECT	94,398.17
NEWMAN SIGNS	TRAFFIC SYMBOLS	1,015.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	162.31
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2020-7-28	87,607.44
OMNI	ASPHALT	1,698.90
PRECISE MRM LLC	DATA POOLED PLAN	645.00
READY MIXED CONCRETE COMPANY	CONCRETE	18,789.03
THIELE GEOTECH	MATERIAL TESTING-CDBG IMP, AVERY RD	952.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	243.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,532.80
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	WATERSEAL, DRYLOCK	40.98
WILBUR ELLIS	CHEMICALS	1,519.95
		<u>\$ 593,607.16</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	LED LIGHTS	518.96
AA WHEEL & TRUCK SUPPLY, INC	LED CABLE	14.01
AIR CLEANING TECHNOLOGIES, INC	REPAIR EXHAUST SYSTEM	1,140.00
ALLIED OIL & TIRE COMPANY	OIL	1,960.99
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	958.03
AVERY RENTS	PROPANE	17.94
BAUER BUILT	TIRES	4,108.55
BAXTER CHRYSLER DODGE JEEP	ROTORS, PAD KIT, DETECTOR, LAMPS	747.14
BAXTER FORD	FILTER, PIPE, PARTS, ROTOR ASSEMBLY	2,306.02
BEARDMORE CHEVROLET	CONNECTOR, RESISTOR	164.92
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	23.35
BOBCAT OF OMAHA	PARTS	329.46
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	8.12
CENTURY LINK	MONTHLY SERVICE-2020-7-22	29.34
COLLECTIVE DATA, INC	ANNUAL RENEWAL-SUPPORT AND MAINTENANCE	10,230.00

MINUTE RECORD

CLAIMS FOR AUGUST 18, 2020

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FLEET MAINTENANCE (cont'd)

CORNHUSKER INTERNATIONAL TRUCKS	FILTERS	286.69
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	107.39
CUMMINS SALES AND SERVICE	TEMPERATURE SENSOR, CLAMPS, PRESSURE SENSORS	1,102.79
EDWARDS CHEVROLET-CADILLAC	HOSE, REPAIRS	430.66
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	19,510.81
FACTORY MOTOR PARTS CO	BRAKE PAD, FILTERS, OIL	135.41
FARM PLAN	SWITCH, LAMP	99.20
FLEET PRIDE	PARTS, BUSHINGS, D-RINGS	202.16
GALVIN GLASS	REPLACE GLASS ON DOOR	191.83
HENDERSON PRODUCTS, INC	TAIL GATE PINS FOR PLOW TRUCKS	62.28
HOSE & HANDLING, INC	HOSE ASSEMBLY, ADAPTERS	326.03
INLAND TRUCK PARTS CO	BRAKE HOSE, PAD KIT, RELINE BRAKE SHOES	1,419.54
INTERSTATE BATTERIES	BATTERIES	423.11
J & J SMALL ENGINE SERVICE	FEED HEAD, FILTER	95.93
JIM HAWK TRUCK TRAILERS	POWER TRAIN LIFT	4,922.15
KRIHA FLUID POWER CO	FITTINGS	87.05
LOGAN CONTRACTORS SUPPLY	PLUNGER PIN	144.90
MACQUEEN EQUIPMENT, LLC	WHEEL HUB ASSEMBLY	5,199.56
MATHESON TRI-GAS INC	WELDING SUPPLIES	34.65
MENARDS	PULLEY, PAINT SUPPLIES, PRIMER, CLAMPS, SUPPLIES	212.62
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	490.35
NAPA AUTO PARTS	CLAMPS, FUEL MODULE, FILTERS, WIRE, SOCKETS, FUSE HOLDERS	1,042.47
NATIONAL ASSOCIATION OF FLEET MANAGERS	MEMBERSHIP RENEWAL	499.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, CONNECTORS, PINS	88.30
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	1,317.30
O'REILLY AUTOMOTIVE PARTS	FILTERS, DISC BRAKE PAD, FUSES	58.78
P&M HARDWARE	WHEELS, SPACERS, TUBES, WHEELS, IDLER ARM, BELTS	1,251.35
POWERPLAN	REPAIR TRANSMISSION CONTROLLER	11,376.87
QUALITY TIRES, INC	MOWER TIRES	326.00
RIVER CITY RECYCLING	RECYCLE MIXED TIRES	44.62
ROGER'S TOWING	TOW CHARGE-FC4	80.00
SOUTHERN CARLSON, INC	PARTS FOR SHOP PARTS WASHER	139.35
SPARTAN MOTORS USA, INC	WINDOW HANDLES	91.53
STATE STEEL	TUBING, METAL	1,726.62
TERMINAL SUPPLY CO	TERMINALS	390.77
TITAN MACHINERY	TIRES	1,160.00
TOOL SHED	CHOP SAW	188.00
TOYNE, INC	REGULATOR	556.38
TURFWERKS	WHEEL, TIRE DECK	645.57
UPS STORE	SHIPPING CHARGE	12.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	375.33
VERMEER EQUIPMENT OF NEBRASKA	SCREWS	19.02
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	79.40
WATEROUS COMPANY	SCREEN INTAKES	184.28
WESTLAKE ACE HARDWARE	LETTERS/NUMBERS KIT	20.29
WOODHOUSE FORD SOUTH	WINDOW MOULDING	207.57
		<hr/>
		\$ 79,923.50

MINUTE RECORD

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PLANNING

AMERICAN PLANNING ASSOCIATION	MEMBERSHIP RENEWAL	733.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	4.08
CENTURY LINK	MONTHLY SERVICE-2020-7-22	12.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	4,286.59
INDOFF	OFFICE SUPPLIES	0.46
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	121.51
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	98.07
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	246.81
		<hr/>
		\$ 5,503.10

PERMITS & INSPECTIONS

ANDERSON EXCAVATING & WRECKING	DEMO OF PARADISE LAKE PARK-PROGRESS PAYMENT	337,280.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	5.45
CENTURY LINK	MONTHLY SERVICE-2020-7-22	20.96
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	11,758.99
IDEAL PURE WATER COMPANY	BOTTLED WATER	25.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	630.75
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	261.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	329.07
SHELL SUPER STORE	CITY VEHICLE WASH	15.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	273.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	801.69
ZACH REAVIS	REFUND PRE-CONNECT DEPOSIT	500.00
		<hr/>
		\$ 351,901.63

POLICE

911 CUSTOM, LLC	LIGHT BARS FOR MOTORCYCLES	2,715.18
ANDERSON FORD	2020 FORD FUSION (8)	138,053.00
ANDY'S SHOE REPAIR	REPLACE HELMET SNAPS	50.00
AUTO GLASS CENTER	WINDOW TINT	70.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 UNIT-SEPT 2020	1,248.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	96.60
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	157.31
CENTURY LINK	MONTHLY SERVICE-2020-7-22	383.82
CNA SURETY	NOTARY BOND-BEES	40.00
COMPLETE COMFORT HEATING & COOLING	AIR SCRUBBERS, GERMICIDE CABINETS	6,239.00
COREY BROWN	REIMB PER DIEM EXPENSE	229.50
CORNHUSKER AUTO WASH	CRUISER WASH AND DETAIL	146.12
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	274.07
DON'S PIONEER UNIFORMS	UNIFORM ITEMS	199.92
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	130,710.11
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JUL 2020	564.32
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	186.22
FIRE PROTECTION SERVICES, LLC	FIRE EXTINGUISHER INSPECTION-CRUISERS	1,195.00
GALL'S, LLC	DEFENSE SPRAY CASES, CUFF CASES	915.74
GOVDIRECT, INC	MDC EQUIPMENT	7,099.48
GREAT PLAINS UNIFORMS	EMBROIDER PATCHES	400.00
INCIDENT RESPONSE TECHNOLOGIES, INC	INCIDENT RESPONSE MAINTENANCE	2,103.75
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	65.31
LP POLICE	MONTHLY LOCATE PLAN FEE-JULY 2020	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	467.92

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POLICE (cont'd)

MENARDS	GUN CABINET	202.72
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	3,585.41
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	RECERTIFICATION-MARRS	216.00
NEBRASKA STATE PATROL	BACKGROUND CHECK-LEO CONTRACTOR	45.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-16	5,843.80
PAMELA DUNCAN	INTERPRETING SERVICES	150.00
PRIORITY 1 FITNESS	REPLACE CABLE-FITNESS EQUIPMENT	130.00
ROGER'S TOWING	TOW CHARGE-UNIT 637	80.00
SARPY COUNTY CHAMBER OF COMMERCE	LEADERSHIP SARPY-DARGY	1,350.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SERVICES-JUL-SEP 2020	3,877.00
SHELL SUPER STORE	CRUISER WASH	18.75
SWENSEN & ASSOCIATES	PROMOTION PROCESS FOR SERGEANTS	11,500.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	186.64
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	3,882.62
UNIVERSITY OF NEBRASKA MEDICAL CENTER	COVID TEST KITS	4,125.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	9,519.34
VERIZON WIRELESS	MONTHLY SERVICE-2020-7-23	652.38
WESTLAKE ACE HARDWARE	PAINT SUPPLIES, STAPLE GUN	247.59
		<hr/>
		\$ 339,472.82

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	94.13
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	50.20
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	10,857.00
CENTURY LINK	MONTHLY SERVICE-2020-7-22	106.84
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	576.95
CYNTHIA WHITFIELD	REIMBURSEMENT	695.00
DANKO EMERGENCY EQUIPMENT	HURST TOOL REPAIR	157.92
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE, SCBA REPAIR	785.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	68,924.53
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	338.83
MATHESON TRI-GAS INC	METHANE AIR	38.06
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES-COVID	3,688.14
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	2,133.85
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	1,108.14
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	8,101.30
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SERVICES-JUL-SEP 2020	2,713.99
TED'S MOWER SALES & SERVICE	CHAIN SAW BLADE	223.99
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-APR-JUN 2020	10,392.26
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	1,338.46
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,200.45
ZOLL MEDICAL CORPORATION	HOST BILLING PRO-AUG 2020	492.80
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	924.00
		<hr/>
		\$ 119,941.84

NON-DEPARTMENTAL/CONTRACTS

BENEFIT PLANS	CIV RET PLAN-MAR-JUN 2020	965.00
CENTURY LINK	MONTHLY SERVICE-2020-7-20	553.52
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	341.73
CROKER, HUCK, KASHER, DeWITT	LEGAL FEES THROUGH JAN 2020-SID 280	140.90
CROKER, HUCK, KASHER, DeWITT	LEGAL FEES THROUGH JAN 2020-SID 177	233.90
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE MEMBERSHIP DUES	48,238.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-SEPT 2020	13,406.75
		<hr/>
		\$ 63,879.80

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INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	BILLABLE TIME	204.75
DIVERSIFIED TELECOM SERVICES, INC	LIGHTING FOR JFK TOWER	4,975.00
MOTOROLA SOLUTIONS, INC	BATTERY, RADIOS, CHARGERS, EAR PIECES	15,646.46
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SERVICES-JUL-SEP 2020	23,205.01
SHI INTERNATIONAL CORP	SOFTWARE	147.63
TJ CABLE	LOCATES	150.00
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	40.29
		<u>\$ 44,369.14</u>

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	36.49
CENTURY LINK	MONTHLY SERVICE-2020-7-22	113.12
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-7-24	83.39
ELLIOTT EQUIPMENT CO	FREIGHTLINER SUPER JET	284,069.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2020	8,590.62
GRAINGER	CONCRETE SAW	4,752.60
LUEDER SERVICE CENTER	PUMP REPAIR	278.83
MENARDS	CLEANER, FOOD FOR MEETING, FLOOR MATS, GLOVES	142.08
METLIFE-GROUP DIVISION	DENTAL INSURANCE-AUG 2020	294.21
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-5	270.94
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-7-28	3,282.36
OMAHA WINWATER WORKS COMPANY	PIPE	235.20
U.S. CELLULAR	MONTHLY SERVICE-2020-7-4	719.73
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,081.81
		<u>\$ 303,950.58</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET SERVICE-2020-7-28	100.35
		<u>\$ 100.35</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONTRACT SERVICE-AUG 2020	4,847.26
		<u>\$ 4,847.26</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2020-7-21	335.83
		<u>\$ 335.83</u>

TOTAL CLAIMS FOR AUG 18, 2020 \$ 2,165,544.86

TOTAL PAYROLL FOR AUG 7, 2020 \$ 1,015,975.03

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
8/18/2020

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. Bruce Roblins
[Signature]
[Signature]

- 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
44

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

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

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

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

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

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

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

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

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

34
35 (a) Species

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

42
43 (b) Standards

44 Trees will be planted following ANSI, A300 standards

1
2 (c) *Prohibited.*
3

- 4 (1) No street tree or park tree shall be planted within 35 feet of any street
5 intersection, measured from the point of nearest intersecting curbs or curb
6 lines or within 15 feet of any driveway or alley.
7 (2) No street tree or park tree other than those species listed as small trees in
8 subsection (a) of this section may be planted under or within ten lateral feet
9 of any overhead utility wire.
10 (3) No street or park tree shall be planted within ten feet of any fireplug or
11 over or within five lateral feet of any metal underground water line,
12 transmission line or other utility line wire or main.
13
14

15 **29.5-26. Tree removal.**
16

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

1 the healthy tree cannot be removed. If the city tree board grants the request, the tree
2 may be removed at the owner's expense and another tree will be planted to replace the
3 healthy tree. The tree may be replaced on the original property or in a city park, if so
4 approved. Within 30 days of the removal of the healthy tree, the replacement tree must
5 be planted or a monetary contribution determined by the tree board given to the city.
6 Failure to replace the healthy tree will result in a monetary penalty of three times the
7 cost of the approved replacement tree.

- 8 (e) Trees removed from City Parks, and similar City owned public grounds, will have a
9 new tree planted for each one removed. The location and details for each tree will be
10 set by the Parks Department, with the Tree Board assisting in an advisory role, with all
11 funding grants sought prior to it being a City expense.
12

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

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

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

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

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

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

29
30 **Section 3.** This ordinance shall take effect on the 3rd day of September, 2020.
31
32

33
34 Passed and adopted this ____ day of _____ 2020.
35
36
37
38 _____

1
2
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11
12

ATTEST:

City Clerk
First Reading _____
Second Reading _____
Third Reading _____

Mayor

Date

APPROVED AS TO FORM:

City Attorney

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

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

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

7
8 5. Deadwood: Wood that is dead, brittle and easy to break.
9

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

11
12 Notwithstanding sections 19-2 and 19-3 regarding nuisances in the city, any dead tree, any
13 part of a dead tree, any fatally diseased or structurally weak tree, any part of a fatally diseased or
14 structurally weak tree, or any logwood pile or cut wood unless debarked, which is a menace to
15 public safety or endangers any building or other property, is hereby declared to be a public
16 nuisance.
17

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

19
20 It shall be unlawful for each and every owner, agent, occupant, tenant or person in
21 possession, charge or control of any lot or ground located within the city to permit any nuisance
22 coming under the provisions of this chapter to remain or exist on such lot or ground.
23

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

25
26 (a) *Public tree care.* The city shall have the right to plant, prune, maintain and remove trees,
27 plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public
28 grounds, as may be necessary to insure public safety or to preserve or enhance the
29 symmetry and beauty of such public grounds. All work on trees shall be according to ANSI
30 standards of tree planting, pruning and care. A copy of the ANSI standards is available at
31 the permits and inspections office during normal business hours.
32

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

41 (c) *Pruning, corner clearance.* Every owner of any tree overhanging any street or right-of-
42 way within the city shall prune the branches so that such branches shall not obstruct the
43 light from any street lamp or obstruct the view of any street intersection and so that there
44 shall be a clear space of eight feet above the surface of sidewalks and 12 feet above streets.
45

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

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

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

10
11 The city shall have the right to examine all trees, alive or dead, standing or fallen, and
12 logwood piles or cut wood for the purpose of determining whether same are contagiously diseased,
13 dead or hazardous, or otherwise not in full compliance with the provisions of this chapter, and in
14 accordance with section 19-12, may enter upon any private properties where necessary to conduct
15 such examinations. Such examinations shall include the right to take samples from such trees and
16 logwood piles for laboratory testing.
17

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

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

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

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

36 (d) Return to the City Clerk's office within five calendar days, the completed applicant
37 statement, the white copy of the Official Notice, together with a check in the amount of
38 \$35.00 made payable to the City of Bellevue.

39 (e) When completing the Applicant Statement on the front side of the Official Notice, the
40 applicant must briefly state the reason(s) for requesting the hearing and precisely explain
41 the relief requested.

42 (f) Upon timely receiving the completed Applicant Statement on the front side of the Official
43 Notice, together with all other required items, the City Clerk will contact the applicant in
44 writing to inform the applicant of the date, time and place of the hearing. The City Clerk
45 will notify the applicant per the requested contact method on the Official Notice which the

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

3
4 **Sec. 29.5-10. Action by city.**

5
6 If any owner, agent, occupant, tenant or person in possession, charge or control of any lot
7 or ground, or any part of any lot or ground located within the city fails or refuses to comply with
8 29.5-9 above and the Official Notice and/or City Administrator and/or his/her designee's findings,
9 the city through its properly appointed designee shall have the power and is hereby authorized and
10 instructed, after the expiration of the timeframes in 29.5-9, to abate and/or remove such nuisance
11 by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the
12 expense of such person. If the City abates and/or removes such nuisance pursuant to this section,
13 the City Clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant
14 or person in possession, charge or control of any lot or ground, or any part of any lot or ground
15 located of the costs and demand reimbursement of the same within thirty (30) days.

16
17 **Sec. 29.5-11. Recovery of costs.**

18
19 In the event any owner, agent, occupant, tenant or person in possession, charge or control
20 of any lot or ground shall fail to pay the city, upon demand, for the costs incurred by the city in
21 abating a nuisance in accordance with section 29.5-10, the city may assess such costs upon such
22 lot or ground in the same manner as other special taxes for improvements are levied and assessed;
23 or the city may initiate legal proceedings against any such person or persons in any court of
24 competent jurisdiction for the amount of the reimbursable costs under the terms and provisions of
25 this article and may recover a judgment against such person or persons for the amount so due,
26 together with the maximum amount of interest allowed by law. The city also may initiate legal
27 proceedings to recover costs against any person or entity responsible for damage to any Public
28 Trees, whether caused by negligence or intentional acts of the person or entity, with such costs to
29 be determined by a formula listed in the master fee schedule. All available fines and fees collected
30 will be credited to the general parks fund for tree care.

31
32 **Sec. 29.5-12. Penalty.**

33
34 Any person who violates any provision of this chapter or who fails to comply with any
35 notice issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall
36 be punished by a fine of \$250.00 for a first offense; \$500.00 for a second offense; \$1,000.00 for a
37 third offense with an additional \$500.00 for each subsequent offense. Each day during which any
38 violation of the provisions of this ordinance shall occur or continue shall be a separate offense. If,
39 as the result of the violation of any provision of this ordinance, the injury, mutilation, or death of
40 a tree, shrub, or other plant located on city-owned property is caused, the cost of repair or
41 replacement, or the appraised dollar value of such tree, shrub, or other plant, shall be borne by the
42 party in violation. The value of trees, shrubs and other plants shall be based upon a formula listed
43 in the master fee schedule.

1 **Sec. 29.5-13. Arborist license required.**
2

- 3 (a) It shall be unlawful for any person to engage in the business or occupation of cutting,
4 trimming, pruning, spraying or otherwise treating Public Trees or privately-owned trees,
5 within the City of Bellevue, without having first secured a license to do so from the City
6 Permits & Inspections Department.
7
- 8 (b) The application for an Arborist License shall include all information required by the City
9 Tree ordinance and each applicant shall comply with the reasonable requests of the City to
10 supply additional or updated information. The City Permits & Inspection Department is
11 authorized to develop additional license requirements and forms for permit applications.
12
- 13 (c) An applicant must show proof of a valid current arborist certification from either the
14 Nebraska Arborist Association or the International Society of Arboriculture or a City of
15 Omaha issued current First or Second-class Arborist License. The arborist certification
16 may be issued to the applicant or an employee, and at least one such valid certification
17 must be current to the person, firm or business at all times of operation. Any applicant
18 who sprays, injects, fertilizes or otherwise chemically treats any tree for pests or diseases
19 shall show proof of a valid pesticide applicator's license issued by the Nebraska
20 Department of Agriculture.
21
- 22 (d) All vehicles associated with the person, firm or business, in the conduct of the business,
23 shall have the name of the person, firm or business and the Arborist License number visibly
24 displayed, clearly, on vehicles associated with such, in letters not less than two (2) inches
25 high.
26
- 27 (e) Nothing contained in the provisions of this article, except as provided in subsection (c)
28 above, shall be interpreted as prohibiting the employment by a holder of an arborist's
29 license of assistants who are not license holders; provided that the holder of the license
30 shall be equally responsible for all acts of his/her assistants as if he/she had done them
31 himself/herself. The holder of the license shall be available to his/her assistants within sixty
32 (60) miles from the work being performed.
33
- 34 (f) Arborist Licenses under the provisions of this act shall be effective and valid from January
35 1 through December 31 of each calendar year and shall not be assignable.
36
- 37 (g) The fee for an Arborist License shall be set in the Master Fee Schedule and shall be paid
38 annually as listed in (f) and may be paid up to three (3) years in advance.
39
- 40 (h) Failure to make application and pay the renewal fee for a license renewal, before the
41 expiration date thereof, subjects the applicant to pay the renewal fee, plus an additional late
42 fee as established by the Permits and Inspections Department.
43
- 44 (i) In addition to any other penalty imposed for a violation of this act, the City may at any time
45 revoke the license of any person, arborist, firm, or business, who neglects to carry out the

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

- 3
- 4 (j) No license, required under this act, shall be required of an individual, doing work
5 themselves as a private party and not as a business or an agent of a business, on trees in the
6 yard of their personal residence.
- 7
- 8 (k) Before an Arborist License may be issued, each applicant shall first file evidence of
9 possession of liability insurance in the amount of \$1,000,000 for injury and damage,
10 indemnifying the City or any person injured or damage resulting from the pursuit of such
11 endeavors as herein described.
- 12
- 13 (l) Any person performing tree work and removal shall have proof of liability and workers
14 compensation insurance submitted annually to the Permits and Inspection office and follow
15 ANSI standards. A copy of the ANSI standards shall be kept on file in the permits and
16 inspections office and shall be available to the public for reference during business hours.
- 17
- 18 (m) The City Permits and Inspections Department will annually notify current Arborist License
19 holders within the City of Bellevue of the requirement for a license and renewal to
20 operating in the City of Bellevue. The active licensees may be listed on the City web site
21 for public reference.
- 22

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

24

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

- 27 (a) For the first violation of this article, a written notification shall be sent by certified mail
28 to the licensee informing him/her of the violation and future recourse by the city.
- 29
- 30 (b) The second violation of this article shall cause the chief building inspector to suspend
31 the license for a period of one month and notify the licensee, again by certified mail, of
32 the city procedures.
- 33
- 34 (c) The third violation of this article shall cause the chief building inspector to revoke the
35 license for a period of not less than six months and not to exceed one year. The chief
36 building inspector, or his/her designee, shall present his/her case file to the city council
37 at the next regularly scheduled meeting for enactment of temporary revocation
38 proceedings.
- 39
- 40 (d) The fourth violation of this article shall cause the chief building inspector to
41 permanently revoke the license. The chief building inspector, or his/her designee, shall
42 present his/her case file to the city council at the next regularly scheduled meeting for
43 permanent revocation.
- 44
- 45

1 **Sec. 29.5-15. Same—Notice; hearing.**
2

3 In all cases involving revocation or suspension of a license under this article, at least 15
4 days' notice of the contemplated revocation or suspension shall be served upon the licensee, and
5 such notice shall indicate the time and place of the hearing, the general grounds of the
6 contemplated action, and shall advise the holder of his/her right to appear at the hearing in person
7 or by counsel for the purpose of presenting his/her defense. In each case, the licensee shall not
8 continue to perform the duties associated with the privilege of the license until the termination of
9 the proceedings. This provision shall be waived only if a court of competent jurisdiction issues a
10 temporary injunction against the city in such proceedings.
11

12
13 **Sec. 29.5-16. Same—Conduct and record.**
14

15 The chief building inspector, or his/her designee, shall make a complete record of the case
16 involving any revocation or suspension of a license under this article and shall keep a written
17 record of the testimony produced at the hearing held pursuant to the preceding section. He/she may
18 request legal advice from the city attorney and adopt such procedure for the decorum and the
19 dispatch of business of such hearings as he/she may regard advisable.
20

21
22 **Sec. 29.5-17. Same—Action of the city; appeal.**
23

24 The decision of the chief building inspector at a hearing on the revocation or suspension of
25 a license under this article, shall be final. In the case of a suspension of a license, the licensee's
26 time in grade for the particular license shall be suspended for the period of suspension and shall
27 begin accruing again at the end of the suspension. An adverse decision by the chief building
28 inspector may be appealed to the city council by filing with the city clerk within ten (10) days from
29 such decision, a written notice of the intention to appeal and a request for a hearing before the city
30 council. The city council, within 30 days of the filing of such written notice, shall grant a hearing
31 to the party appealing. The revocation or suspension of a license shall not entitle the holder to a
32 refund of any part of the fee which he/she may have paid. If appealed to the City Council, the City
33 Council may review the evidence and hear testimony on the matter and issue a decision on the
34 record at the hearing regarding its decision on the matter(s) appealed.
35

36 **Sec. 29.5-18. Creation and establishment of a city tree board.**
37

38 There is hereby created and established a City Tree Board for the City of Bellevue,
39 Nebraska, which shall consist of seven (7) members, including an Arborist certified through the
40 International Society of Arboriculture or Nebraska Arborists Association and tree knowledgeable
41 people who shall be appointed by the Mayor with the approval of the City Council. The Bellevue
42 Public Works Director shall designate an appropriate city employee who is, or will become, a
43 certified arborist, to serve as a liaison to the Tree Board to carry out its mission. A city council
44 member also may serve with the tree board. A majority of the Tree Board members shall reside
45 in Bellevue or within the City's zoning jurisdiction.
46

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

2
3 The term of the persons to be appointed by the mayor shall be four years. In the event that
4 a vacancy shall occur during the term of any member, his/her successor shall be appointed for the
5 unexpired portion of the term. Members of the board shall serve without compensation.
6

7 Sec. 29.5-20. Duties and responsibilities.
8

9 (a) It shall be the responsibility of the tree board to study, investigate, counsel and develop
10 a written plan for the care, preservation, trimming, planting, replanting, removal or
11 disposition of the trees and shrubs in parks, on public rights-of-way and in other public
12 areas. Such plan will be presented to the city council and upon their acceptance and
13 approval shall constitute the official comprehensive tree plan for the city. The tree
14 board shall review annually and update, if needed, the comprehensive city tree plan.
15 The board shall prepare and present an annual management plan to the city council for
16 their acceptance and approval.
17

18 (b) The tree board, when requested by the city council, shall consider, investigate, make
19 finding, report and recommend upon any special matter or question coming within the
20 scope of its work.
21

22 **Sec. 29.5-21. Operation.**
23

24 The tree board shall choose its own officers, make its own operational rules and
25 regulations and keep a journal of its proceedings. A majority of the members shall constitute a
26 quorum for the transaction of business.
27

28 **Sec. 29.5-22. Authority.**
29

30 The city tree board shall have the power to promulgate rules, regulations and specifications
31 concerning the trimming, spraying, removal, planting, pruning and protection of trees, shrubs,
32 vines, hedges and other plants upon the right-of-way of any street, alley, sidewalk, or other public
33 place in the city. Such rules, regulations and specifications shall first be approved by the city
34 council.
35

36 **Sec. 29.5-23. Tree board liability.**
37

38 The city shall cover the tree board members from liability under its general liability
39 insurance coverage policy.
40

41 **Sec. 29.5-24. Historical Trees**
42

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

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

9
10 **Sec. 29.5-25. Tree planting.**

11
12 (a) Species

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

19
20 (b) Standards

21 Trees will be planted following ANSI, A300 standards

22
23 (c) *Prohibited.*

- 24
25 (1) No street tree or park tree shall be planted within 35 feet of any street
26 intersection, measured from the point of nearest intersecting curbs or curb
27 lines or within 15 feet of any driveway or alley.
28 (2) No street tree or park tree other than those species listed as small trees in
29 subsection (a) of this section may be planted under or within ten lateral feet
30 of any overhead utility wire.
31 (3) No street or park tree shall be planted within ten feet of any fireplug or
32 over or within five lateral feet of any metal underground water line,
33 transmission line or other utility line wire or main.
34

35
36 **29.5-26. Tree removal.**

- 37
38 (a) Public tree removal. The city shall have the right to remove or cause or order to be
39 removed, any risk tree or part thereof which is in an unsafe condition or which by
40 reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or
41 other public improvements, or is infected with any injurious fungus, insect or other

1 pest. If the risk tree causes an immediate threat, no appeal process is available and the
2 tree shall be removed immediately.

3 (b) Dead or diseased tree removal on private property. The city shall have the right to cause
4 the removal of any dead or diseased trees on private property within the city when such
5 trees constitute a risk to life and property, or harbor insects or disease which constitute
6 a potential threat to other trees within the city. The city shall have this authority as
7 further outlined in 29.5-5 through 29.5-12.

8 (c) Removal of stumps. Stumps of street and park trees may be required to be removed to
9 eight inches below the surface of the ground so that the top of the stump shall not
10 project above the surface of the ground and no sprouting shall occur.

11 (d) Healthy tree. If a person wants to remove a healthy street tree, they must obtain
12 permission from the city tree board. Requests shall be submitted to the city tree board
13 by mailing the permits and inspections office. If the city tree board denies the request,
14 the healthy tree cannot be removed. If the city tree board grants the request, the tree
15 may be removed at the owner's expense and another tree will be planted to replace the
16 healthy tree. The tree may be replaced on the original property or in a city park, if so
17 approved. Within 30 days of the removal of the healthy tree, the replacement tree must
18 be planted or a monetary contribution determined by the tree board given to the city.
19 Failure to replace the healthy tree will result in a monetary penalty of three times the
20 cost of the approved replacement tree.

21 (e) Trees removed from City Parks, and similar City owned public grounds, will have a
22 new tree planted for each one removed. The location and details for each tree will be
23 set by the Parks Department, with the Tree Board assisting in an advisory role, with all
24 funding grants sought prior to it being a City expense.
25

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

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

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

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

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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 3rd day of September, 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, 08/18/2020

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
8/18/2020

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 <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: NO <input type="text"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

The Planning 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. Beech Roblins
[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 6th 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. 203rd Street
Omaha, NE 68022

B. PROPERTY OWNER:

Frank Krejci Trustee Revocable Trust
1505 N. 203rd 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 6th 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 6th 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 6th 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 6th 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 6th 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

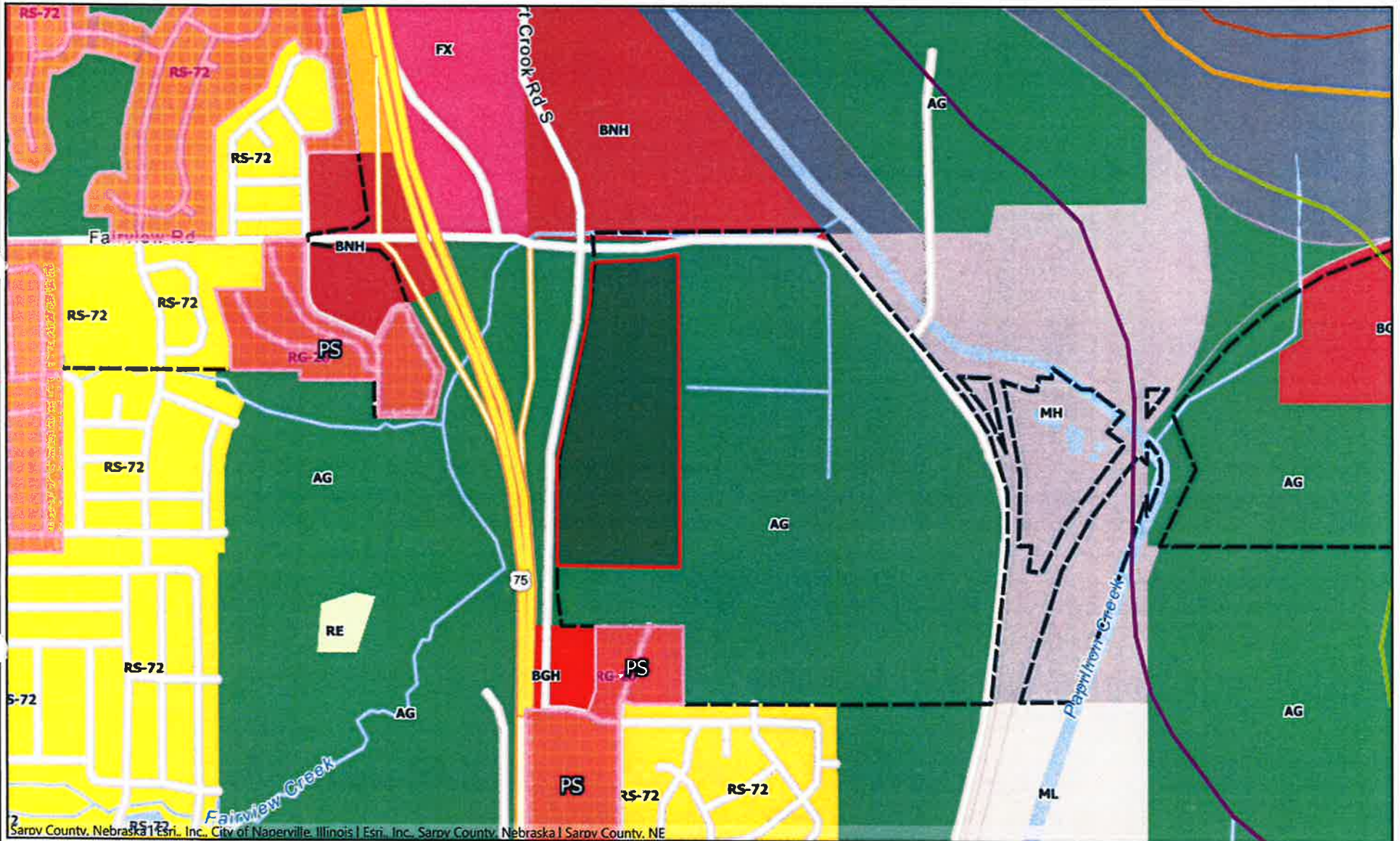
Sammi R Palm

Prepared by:

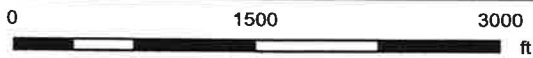
Sammi R Palm 07/28/20

Planning Manager

Date of Report



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



Map Scale 1: 18056

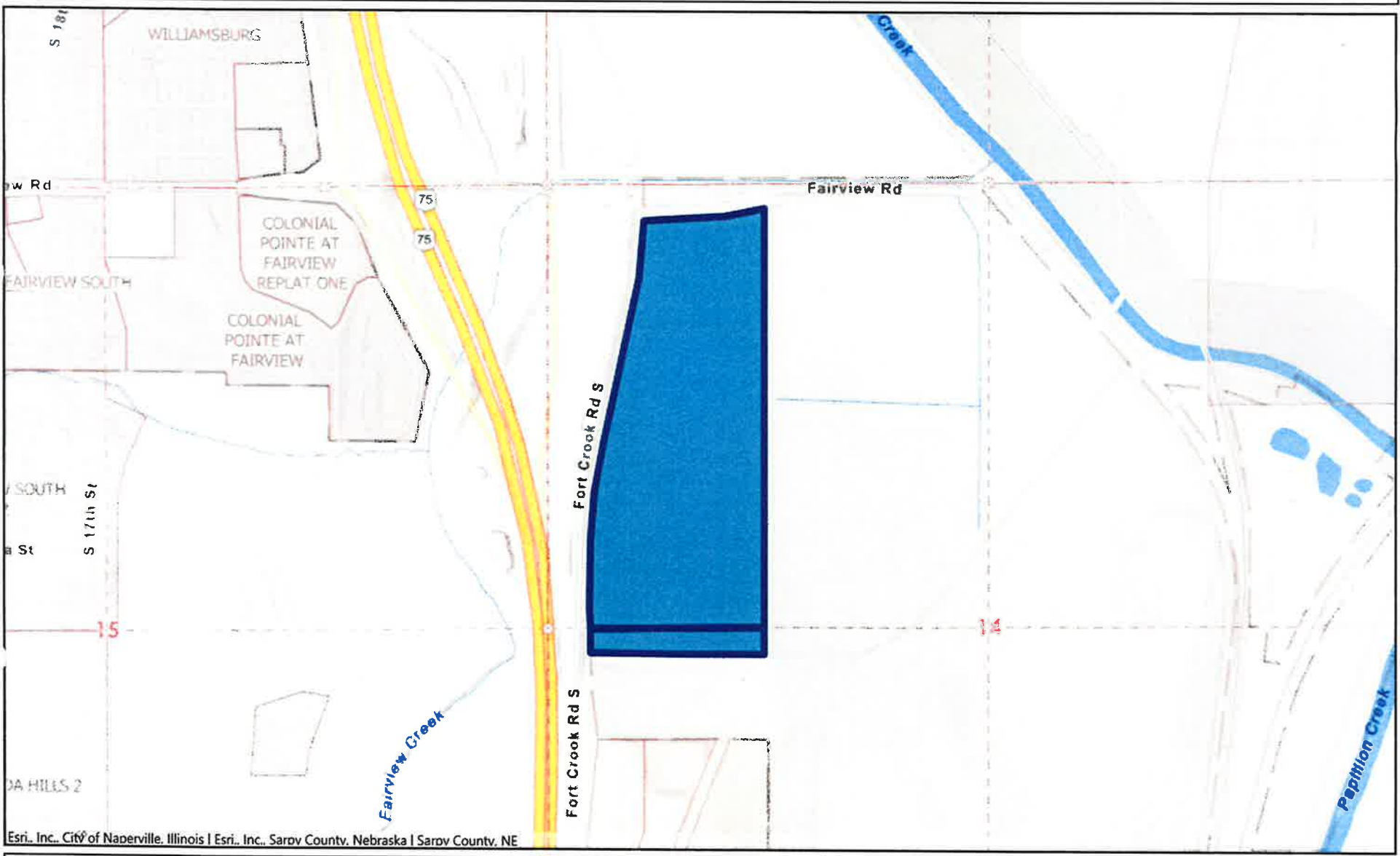
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



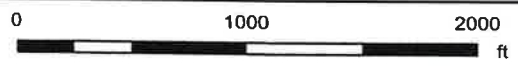
Notes



Fort Crook Road and Fairview Road



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



Map Scale 1: 12739

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



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:

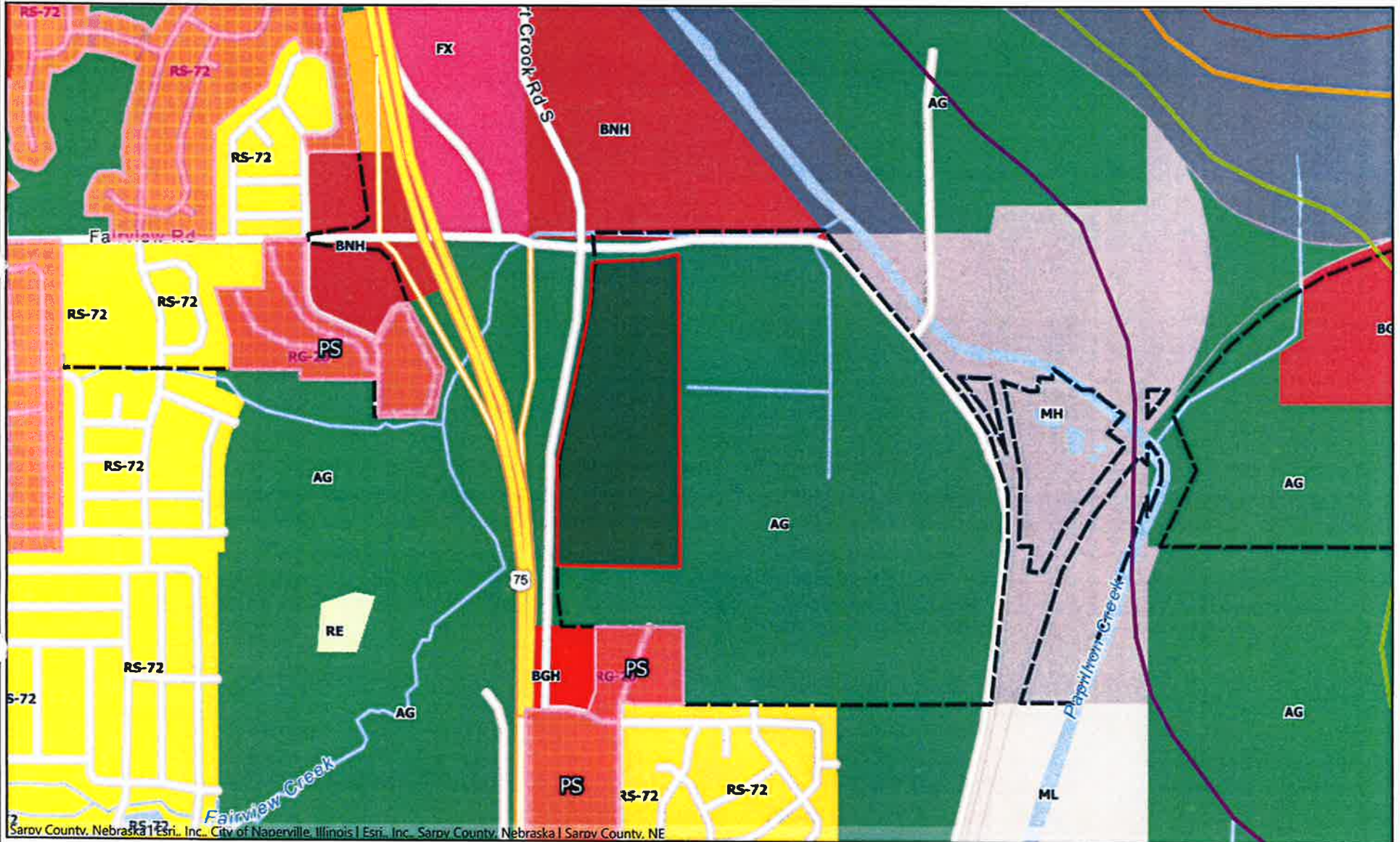
1. Page 3, C., #2 which states: This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.
2. Page 3, E, #3 which states: This property abuts the the intersection of Fort Crook Rad South and Fairview Road. This portion of Fort Crook Road South is 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.

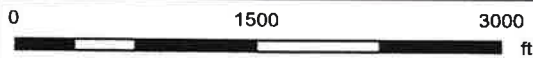
Sincerely,
Patti Smith
Normandy Hills Association
402.598.2259 (cell)







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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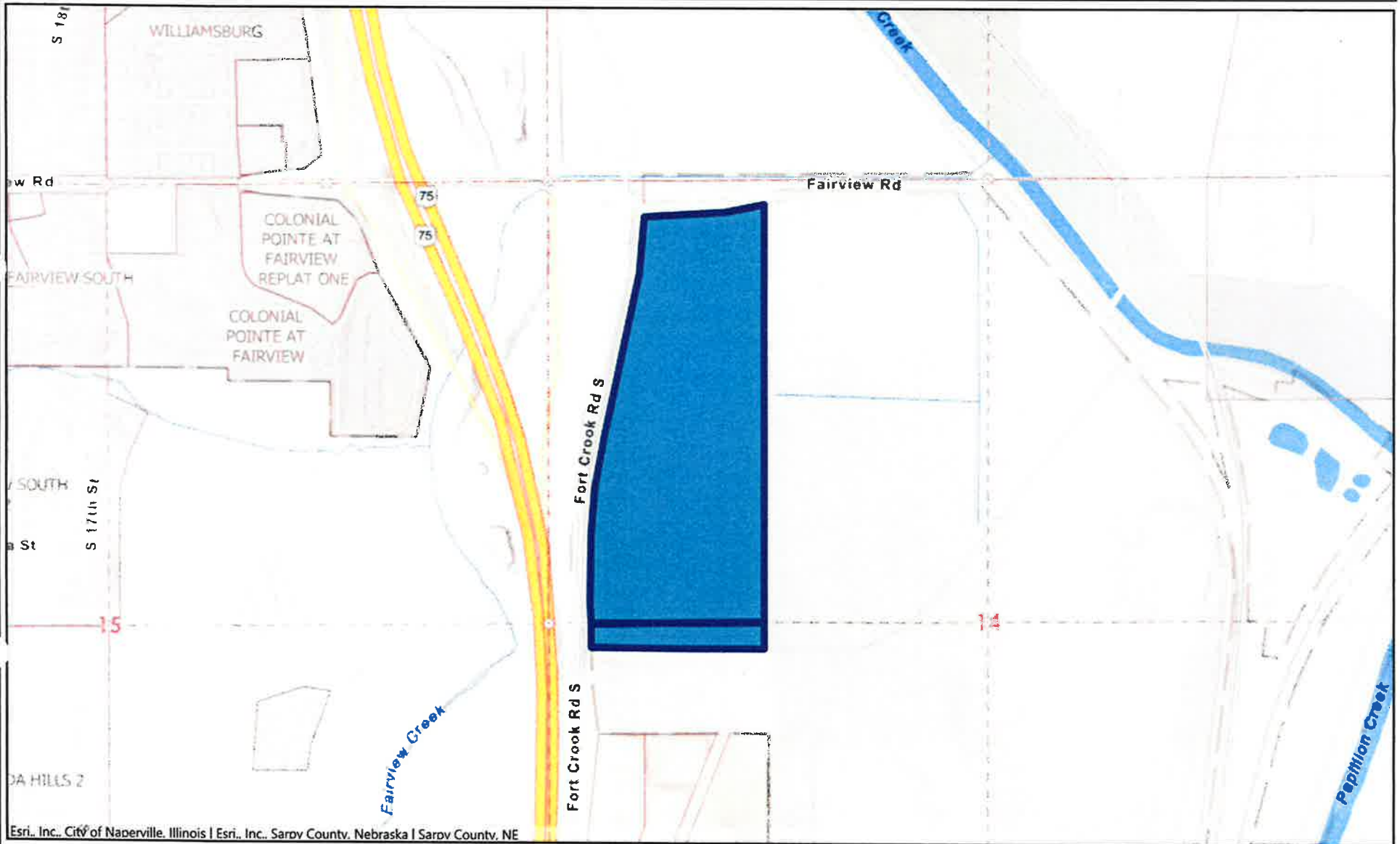


Notes

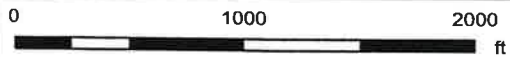




Fort Crook Road and Fairview Road



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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 6th 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: 08/18/2020
Third Reading: _____

From: Doug Kellner <DKellner@TD2CO.COM>
Sent: Monday, August 10, 2020 3:24 PM
To: Dianna VanHorn <diane.vanhorn@bellevue.net>
Subject: Case Number Z-2006-05 Rezoning Request

Ms. Palm,

On behalf of our Client, Frank Krejci, we are requesting that the rezoning request be laid over at the City Council meeting until the September 15th meeting, due to some scheduling issues. Please contact the undersigned if you have additional questions.

Douglas Kellner, P.E

Thompson, Dreessen & Dornier, Inc.

10836 Old Mill Rd. | Omaha, NE 68154

P: 402.330.8860 | C: 402.218.8780 | F: 402.330.5866

things 2 come >>> | td2co.com

Susan Kluthe

From: Alan Langpaul <ajlangpa@gmail.com>
Sent: Friday, August 14, 2020 8:43 PM
To: Susan Kluthe

Hi my name is Alan Langpaul. I own the property at 2231 Main st. This is In regard to the letter that I received about the rezoning to residential for 2221 Main St.

I am confused as to why this property needs to be rezoned. The current tenant maintains this property in exceptional condition. The grass is always mowed and trimmed neatly. The snow is always removed in the winter time appropriately. It's also nice to have the extra lighting around the premises in the evening for security.

The best part is what a great place to have a U-Haul rental truck facility. Right in the middle of Old Towne where I'm sure a lot of residents like the convenience.

This is one of the nicest maintained properties in the area and I think we should just leave well enough alone. I thought we were trying to encourage new businesses to come to Old Towne. Why would you want to rezone it to residential.

I also remember before, this building was used for the school board administration building. If that was OK back then, why do we need to change anything now? I'm very happy with the current owner and business.

I am 100% satisfied with the way this property is currently being used.

Sincerely,
Alan Langpaul

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
8/18/2020

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]

PLEASE HAVE THIS READ INTO THE RECORD AS A PART OF THE PUBLIC HEARING IN REGARDS TO THE REZONING OF LOTS ONE, TWO, AND THREE OF BLOCK 55 IN BELLEVUE NEBRASKA

My name is Raymond L. Pierce, not to be confused with Raymond A. Pierce, who was my father, died in 1993, and never lived in Nebraska. I receive mailings on occasion that has this confused.

I am aged 70, retired from the Air Force, and a 30% disabled veteran. Since early March, I have only left my house five times in order to shop at Offutt Air Force base where masks are mandatory due to the virus. I have several morbidities including cancer, but did not go to the hospital for screening this year due to the virus. As such I will not be attending the public hearing as I do not leave my house.

My undergraduate degree is in history, taught from the viewpoint of epistemology, and I did graduate work at Cambridge during my over five years stationed in the United Kingdom. I held a Top-Secret SCI Clearance in the Air Force, and worked in an SCI facility called a SCIF where I wrote things. I also was a special contributor nearly 20 years ago for Newsmax where I wrote about Wahhabism, the cybernetic theory of decision, and the war on terror.

My identity has been stolen several times, and my information in the greatest detail on SF-386 needed for my clearance was stolen by China in the OPM heist, and I have received alerts that it is being sold on the "dark web". I have even received phone calls where the caller was identified as myself by the "caller id", in what is termed spoofing. All of my credit is frozen, which is a moot point as I have not borrowed money or used credit in any way for nearly 20 years, paying cash for my needs.

I purchased lot 4 block 55, more commonly known as 307 East Mission Avenue, on 14 June 1989. My lot borders lot 3 of block 55.

I am against the rezoning of lots one, two and three, the rationale for which will follow.

When I purchased lot 4 of block 55 on 14 June, 1989 the Bellevue Public Schools owned lots 1, 2, and 3 of block 55. They ran the facility as the adult learning center. During this time "students" would arrive in their cars or wait for a friend with noise so loud it would shake items off of the shelves in my home. Trash would be discarded on the ground to blow everywhere. Pot smoking by the "students" was commonplace, and due to my complaint's signs, which still exist today saying "drug free zone" were placed at the borders of the property.

On one occasion, a "student" even drove through the hedge and my fence. Weeds at times were over 7 feet high on lot 3 of block 55.

"Students" would wander around the neighborhood sharing a joint seemingly casing opportunity. On weekends, a school for drivers that had received tickets took place. While Sarpy County later sued the state claiming the course lasted 4 hours, it never lasted even 2 hours. During this time cars would park across my driveway, on my lawn in the alley, and trash would be liberally strewn about the parking lot to blow around the neighborhood.

RECEIVED
AUG 10 2020
CITY CLERK

My life was made a hell by the Bellevue Public Schools and those that administer the driving course. They knew that they were immune from any type of corrective action unlike the normal, powerless, tax payer. The regular person.

All of this changed when Mr. Shannon purchased lots 1, 2, and 3 of block 55. Finally, I was respected as a human being, which was a stark departure from the abject disrespect fostered by the Bellevue Public Schools. Mr. Shannon always has tried to take into account what is not only best for him, but what helps me.

But I am against the rezoning not only because Mr. Shannon has been an exemplary neighbor in every particular, but because I suspect something sinister is at play.

When assembling a product, the standard methodology is analysis and synthesis, with only one exception. This exception is the realm of remote viewers who must have a completely clear mind, with no knowledge of the target, as they access none local consciousness, not unlike random number generators do, or as they did hours before 9/11 when they became very much less random.

When using the standard analysis and synthesis method to create a product, intent is by far the most salient element and also often times impossible to discern accurately. This is for two main reasons.

Firstly, humans as a species are duplicitous in nearly all of their dealings and promulgations. To attempt to untangle this and discern intent can easily lead to miscalculation with disastrous ramifications. It is accepted by almost everyone that what is said is not what the intent might be. Indeed, humans are so duplicitous as a species, that on the very rare occasion a human relates their intent, they are often labeled "unsophisticated"; "unfiltered"; or "simple-minded". As with all animals a hierarchy exists, in this case for the greatest dissemblers, where they may aspire to become members of the political class or failing that, know they can find a home in the legal profession.

Secondly, is the analyst themselves. Often times the result of an analysis tells at least as much about the person doing the analysis as it does about the person whose intent is being examined. In epistemology this called "the philosophical concept of corresponding truths". This means that humans see what they want to see or what they expect to see, not what is actual.

The standard way to discern intent is through what are called "indicators". An indicator is an action taken which when considered in a larger group of actions may result in a pattern, which in turn allows for a high probability of understanding intent correctly.

In the interest of brevity, I will cite two examples which I consider indicators as it relates to intent by elements of the Bellevue government concerning the rezoning of lots 1,2, and 3 of block 55.

The first pattern concerns the annexations which occurred when the new regime took office. During the public hearings for the various and sundry areas to be annexed, people came forward to explain the detrimental aspects this would render for their lives. These were not people of wealth as presented, and a concern for them was how their agricultural land would be taxed, with an increase if the annexation took place.

Some of these people were greatly distressed by the prospect, and poured their hearts out in explanations and pleadings. They were heard but not listened to, as they were just common folk, not unlike me. One council person even had the callousness, the hubris, to tell them that they would now qualify for a library card, as if to laugh and mock their status as common, ordinary people with no power or advocate while delighting in treating their situation in such a cavalier way.

A reasonable person may conclude that as the expense of owning their land would increase, and as they were not people of wealth, they may eventually be forced to sell in a distressed way, to the great benefit of real estate brokers and real estate developers. The annexations certainly would not benefit me as a taxpayer, in that more equipment, law enforcement, and staffing would be needed raising my tax liability.

A second example with a similar result occurred where an area that had one road, said to be impassable at times during the winter, as related in testimony at the hearing, had a large parcel of agricultural land which real estate developers wished to make into a substantial housing development.

Once again testimony at the public hearing pointed out the danger that well may occur if the housing development was allowed. And once again these people were heard but not listened to, as they were just ordinary people.

Advocates for the development pointed out there was a second road, a service road, which had a gate and a lock, which might be used in an emergency. A "fire chief" came forward to claim that in the event of an emergency bolt cutters would be employed to cut the lock and so the service road was a perfect alternative.

I found this claim to be odd by this "fire chief", a supposed professional fire fighter, in that every so often a PSA appears on my television which shows how quickly a small fire can spread. The PSA will feature a clock, and the small fire becomes uncontrollable within several seconds. And having spent most of my life in the military, I am aware that plans seldom go to form. But even if bolt cutters are available, and used, this wastes precious time, which the PSA claims is deadly.

This indicates to me that the Bellevue government is not interested in unremarkable, ordinary people like myself. It is run for the powerful few and their cronies, sycophants, and toadies who are and will remain well-greased.

It would be fatuous to subscribe to the notion that the building on lots 1,2, and 3 of block 55 would be purchased as a residence.

I phoned the office of Ms. Palm, and spoke to a lady which I think may be her assistant. The lady was professional, courteous, and helpful. I asked what the proposed zoning would allow, as the building would not be a residence in all probability. The lady related that the new zoning allowed for 4 residences. I then inquired about my zoning of lot 4, block 55, and the lady said my lot also allows for this.

And now I believe I have uncovered what this rezoning is really about. If the building on lots 1,2, and 3 is sold, it would be torn down and lots 4, 5, and 6 would be taken, perhaps by eminent domain, for apartments, which would once again work to the great benefit of real estate brokers and developers. It would leave my dog and me homeless having been cheated out of our home.

No one would buy the building on lots 1,2, and 3 at fair market value and use it as a residence or go to the additional cost of tearing it down to build a small apartment block of only four residences. It would only be a good investment if the entire block were developed.

The beauty of this scheme is that no rezoning hearing before the planning commission or council need take place when already zoned for residential. If the zoning stayed as it is, and a business wished to expand or apartments created, the neighborhood would be alerted and show up in mass, as has happened before.

I long ago disabused myself that the Bellevue government cares about or gives any consideration for normal everyday people trying to cope with life. Sometimes I can barely walk, and yet shovel the snow off of my sidewalk, taking it in several small spurts, so as not to get a ticket. No entity has ever even offered assistance. This is in stark contrast to where I was raised, in Bergen County, New Jersey, the most affluent county in the United States in the 1950's, where government helped regular people rather than preyed upon them.

I suffer no delusion that my thoughts will be considered in this rezoning hearing. The council will enthusiastically support the rezoning. I write it in the hope that sometime in the far future, someone interested in the milieu during the early part of the 21st century, may come upon this and find it of use and instructive.

It would be wrong to assert that regular, common people, are relegated to the back of the bus in Bellevue, Nebraska. Rather, they are routinely kicked to the curb as the Avarice Express roars by, living in the hope that this is not the time it rolls over their lives and dreams.

It is my opinion that government at any level should not be judged by what it does to enhance the position of the well born; the powerful; the well placed; as they will thrive under any government. It should be judged by what it does for the least of us, those of us that struggle at times and at times have small victories; have dreams that may seem meaningless and are mocked by some, but are of value to us.

In Bellevue Nebraska, greed always defeats reason and decency, often in an enthusiastic way.

Raymond L. Pierce

Owner Lot 4, Block 55, Bellevue, Nebraska

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:

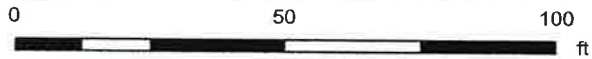
Recommend the property be zoned RG-50-OTO pursuant to the zoning agreement dated September 12, 2012, based on the documented violations.

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).



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Map Scale 1: 564

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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 10th 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.

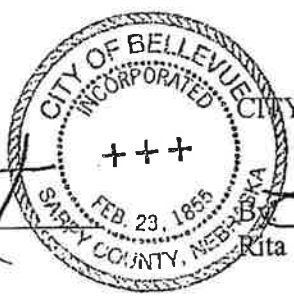
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

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 10th 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

2012-29687 E

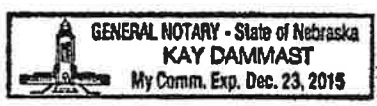
MAIN ST. PROPERTIES, LLC

By: [Signature]
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 11th 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. Santa Monica ADDRESS:

LOCATION OF VIOLATION: 2221 Main Street

OWNER: Urban Company of Arizona ADDRESS: 21503 Avenida de Arroyo

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. Santa Monica 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/initials)

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 Street South 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 with City of Bellevue
- Zoning Ordinance Sec: _____
- 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 Chalk Vans, Trucks, and for 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

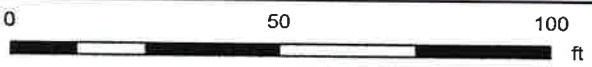
FOR FURTHER INFORMATION OR **QUESTIONS ABOUT THIS OFFICIAL NOTICE**, PLEASE CONTACT:
BELLEVUE CODE ENFORCEMENT AT 402-293-3050

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

MAIN ST PROPERTIES LLC,)	
	)	ZONING VIOLATION
Appellant,	)	Case Z-No. 00310
)	
vs.)	
	)	NOTICE OF APPEAL
CITY OF BELLEVUE, BELLEVUE)	
CODE ENFORCEMENT, JOEY)	
BOCKMAN, DARRYL KUHLMAN,)	
)	
Appellees.)	

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 13th 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
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

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, Nebraska 68005
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.robbsins@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,	)	NOTICE OF
	)	CONTRACT CLAIM
Claimant,)	
)	
vs.	)	AMOUNT OF CLAIM
	)	\$469,738
CITY OF BELLEVUE, NEBRASKA,)	
)	
Respondent.)	

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 12th day of July, 2020.

MAIN ST PROPERTIES LLC, CLAIMANT

By:

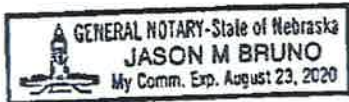

Jason M. Bruno, NE #23062
James L. Schneider, NE #25825
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, St. 200
Omaha, NE 68114
(402) 390-1112 Telephone
(402) 390-1163 Facsimile
law@sherrets.com
ATTORNEYS FOR CLAIMANT

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 12th 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

Brec Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, Nebraska 68005
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
Bellevue, Nebraska 68005
susan.kluthe@bellevue.net

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, Nebraska 68005
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 10th 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.)

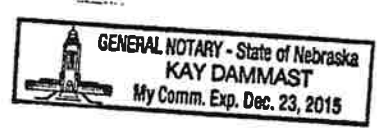
MAIN ST. PROPERTIES, LLC

By: *Pat Shannon*
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 11th 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.robbs@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

July 2, 2020

Jason Bruno
jbruno@sherrets.com
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,	)	Case No. 8:20-cv-278
)	
Plaintiff,	)	COMPLAINT
)	
vs.	)	TRIAL IN OMAHA,
	)	NEBRASKA
THE CITY OF BELLEVUE, NEBRASKA)	
BREE ROBBINS, DARRYL KUHLMAN,)	
and JANE AND JOHN DOES,)	
	)	JURY DEMANDED
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-OTO¹ to BGM-OTO to allow it to continue operating its U-Haul business and continue to use the Property for business offices without interference.

¹ 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.²
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

² 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
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 10th 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.)

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

E-mail: 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

**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
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>Pre-Application Conference (Recommended)</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>Application & Planning Department Review</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>Planning Commission Review & Public Hearing</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>City Council Review & Public Hearing</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 ¼ of Section 36, T14N, R13E of the 6th 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: 08/18/2020
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c. and 12c1.
8/18/2020

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. Draft Budget Ordinance | 2. Draft Resolution - Setting Tax Request | 3. Budget Presentation |
| 4. State Budget Forms | | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[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: 08/18/2020
Third Reading: _____

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

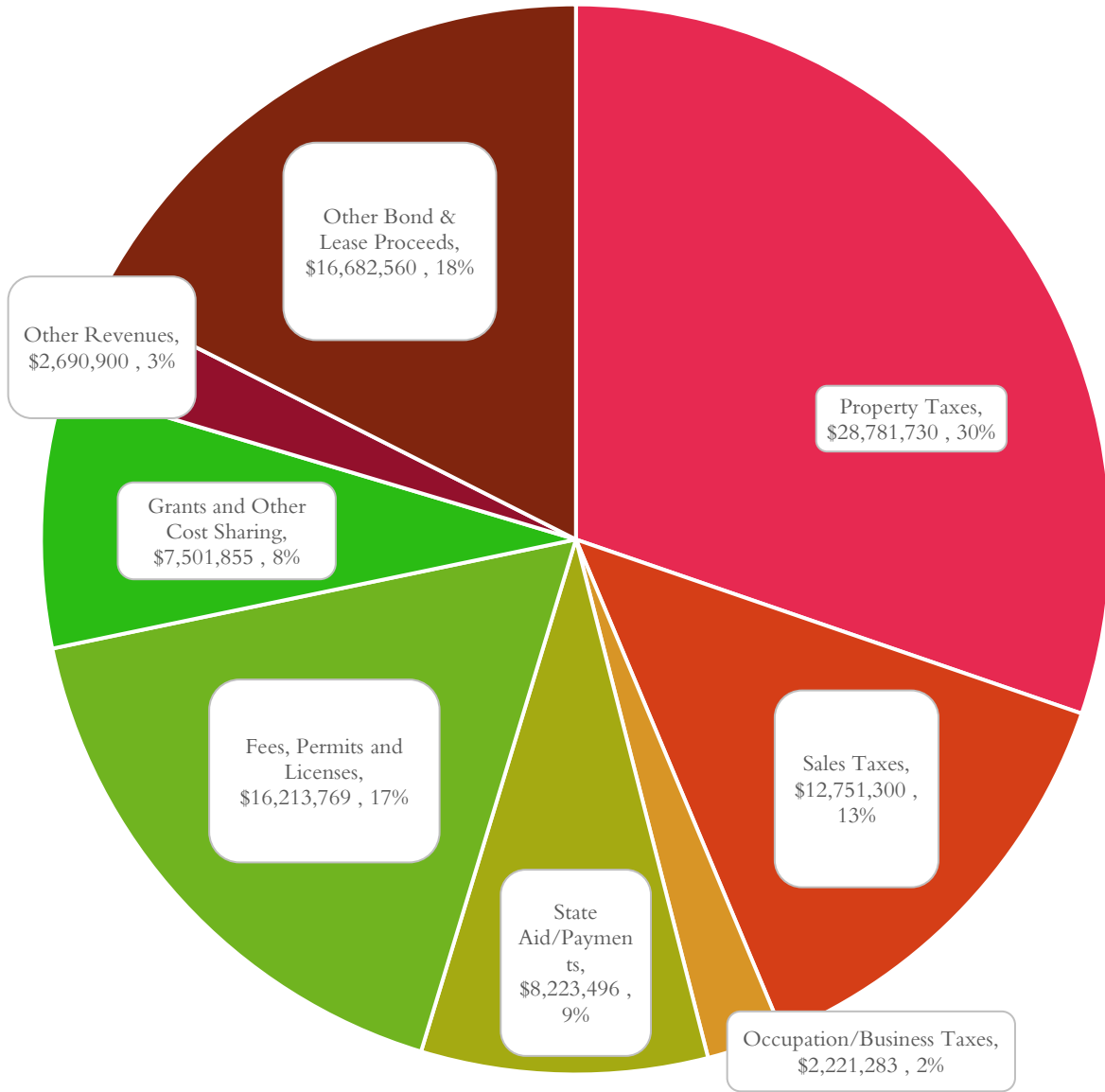
d.\$4 million used to fund cost increases and new capital projects

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

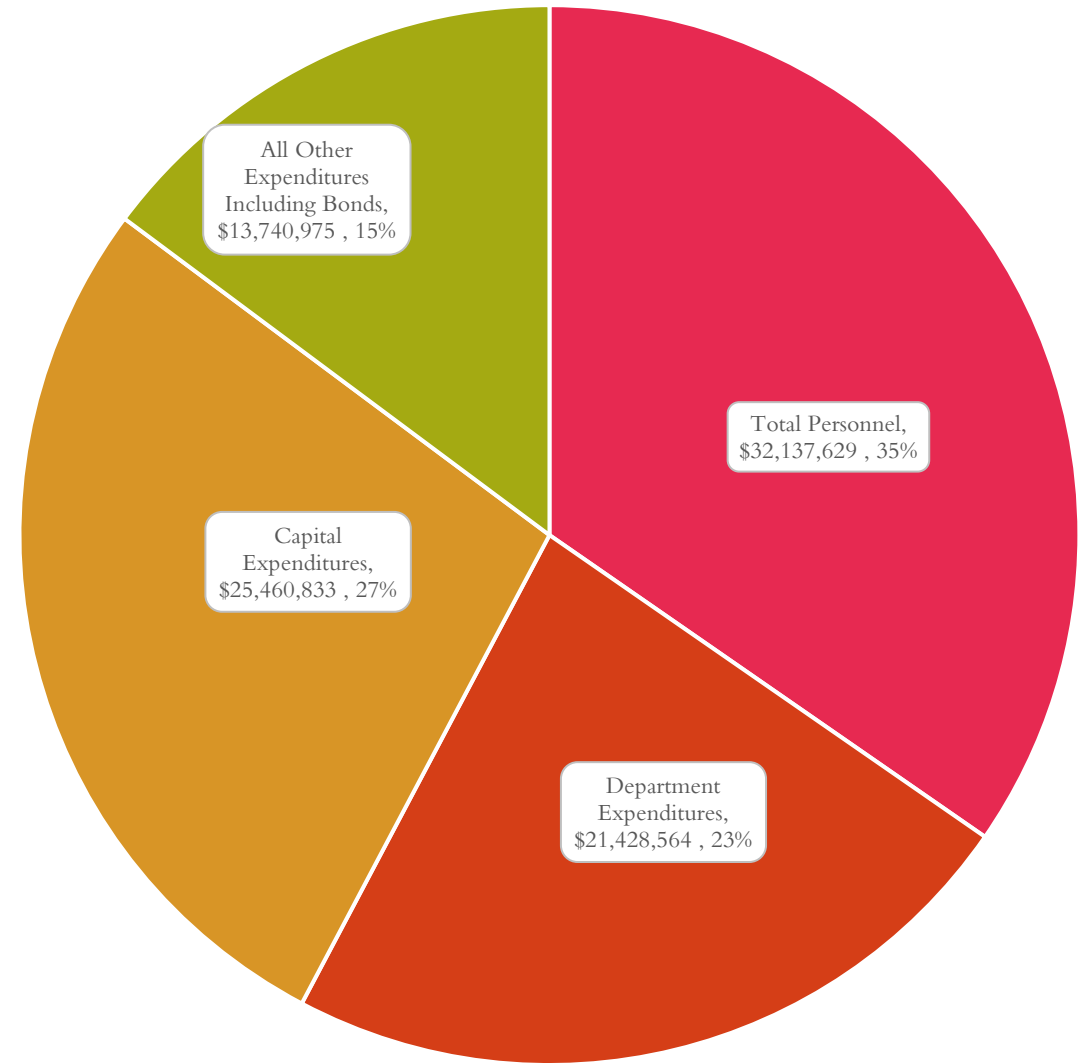
FYE2021 Draft Budget - continued

- f) Spending of \$92.8 million is 27% less than the FYE2020 budget but 15% more than the budget prior to amendment for SID bond refinancing**
- g) General Fund spending is budgeted at \$71.3 million, \$1.3 million more than 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**

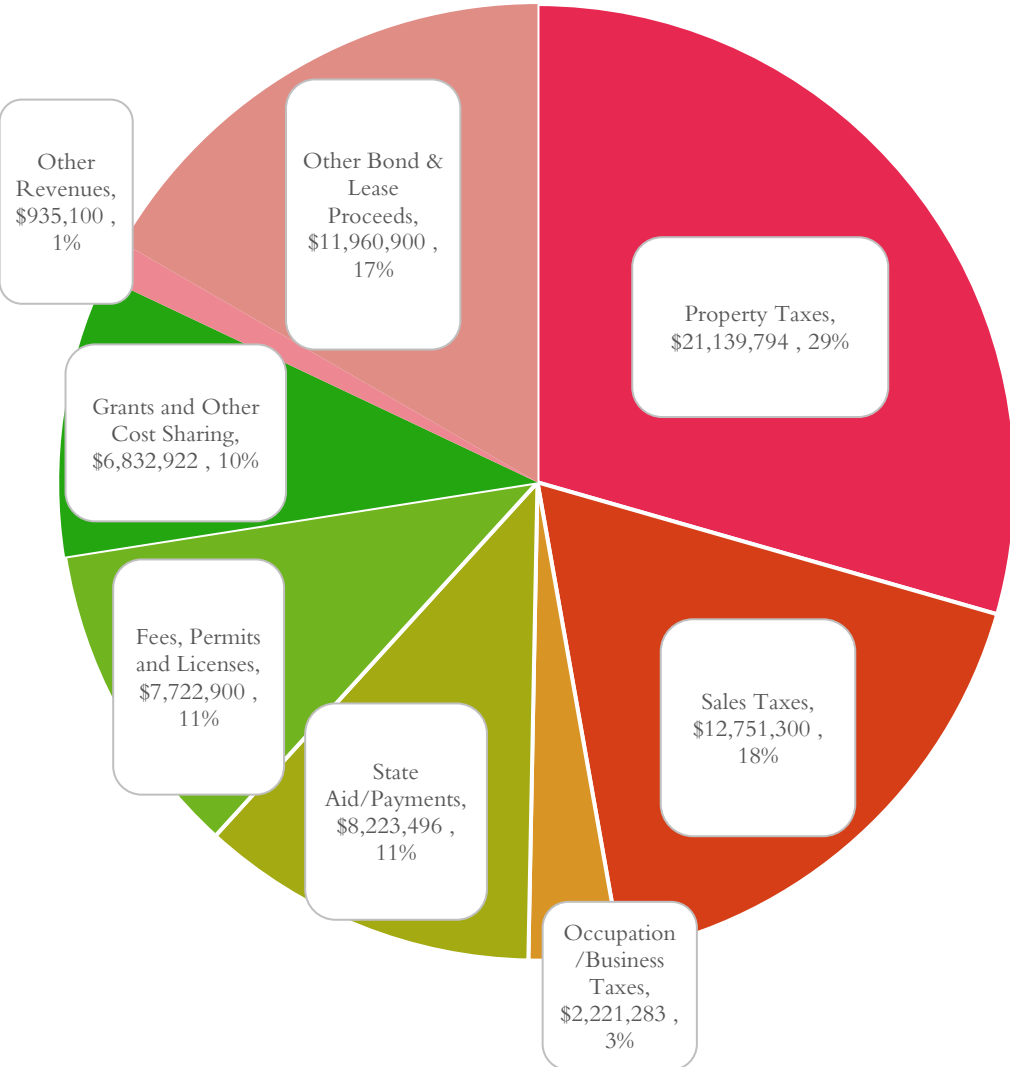
FYE2021 Budgeted Revenues - City-Wide



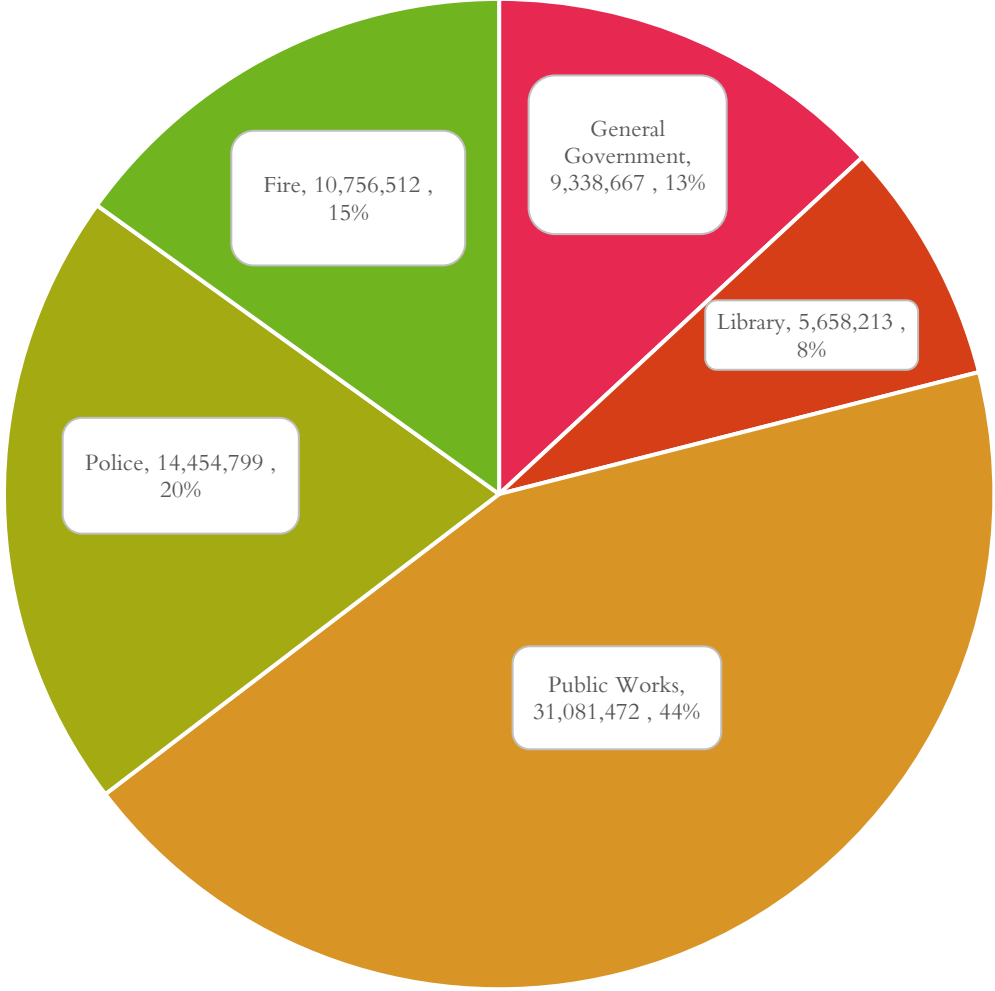
FYE2021 Budgeted Expenditures - City-Wide



Sources of General Fund Revenue

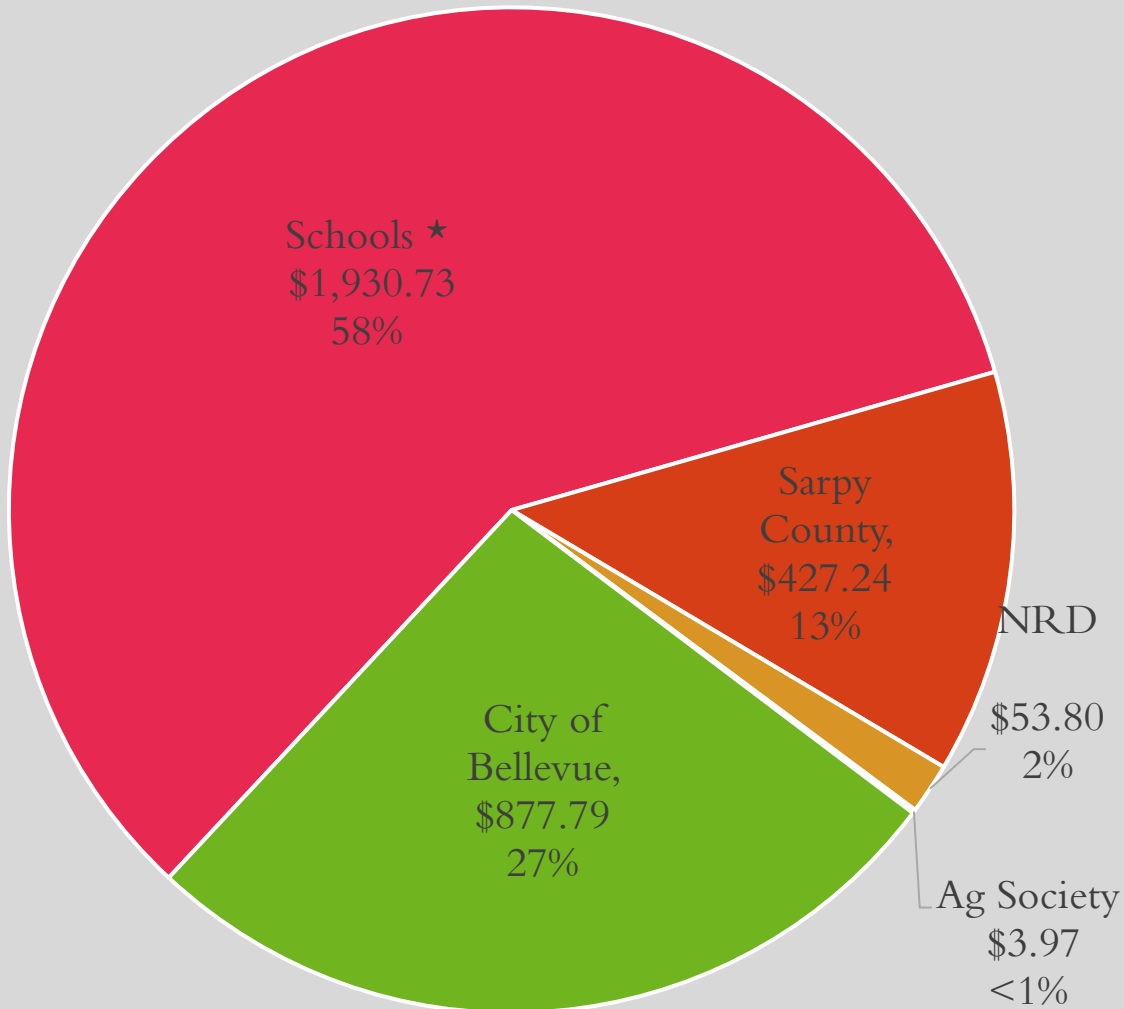


How the General Fund Money is Allocated in this Budget



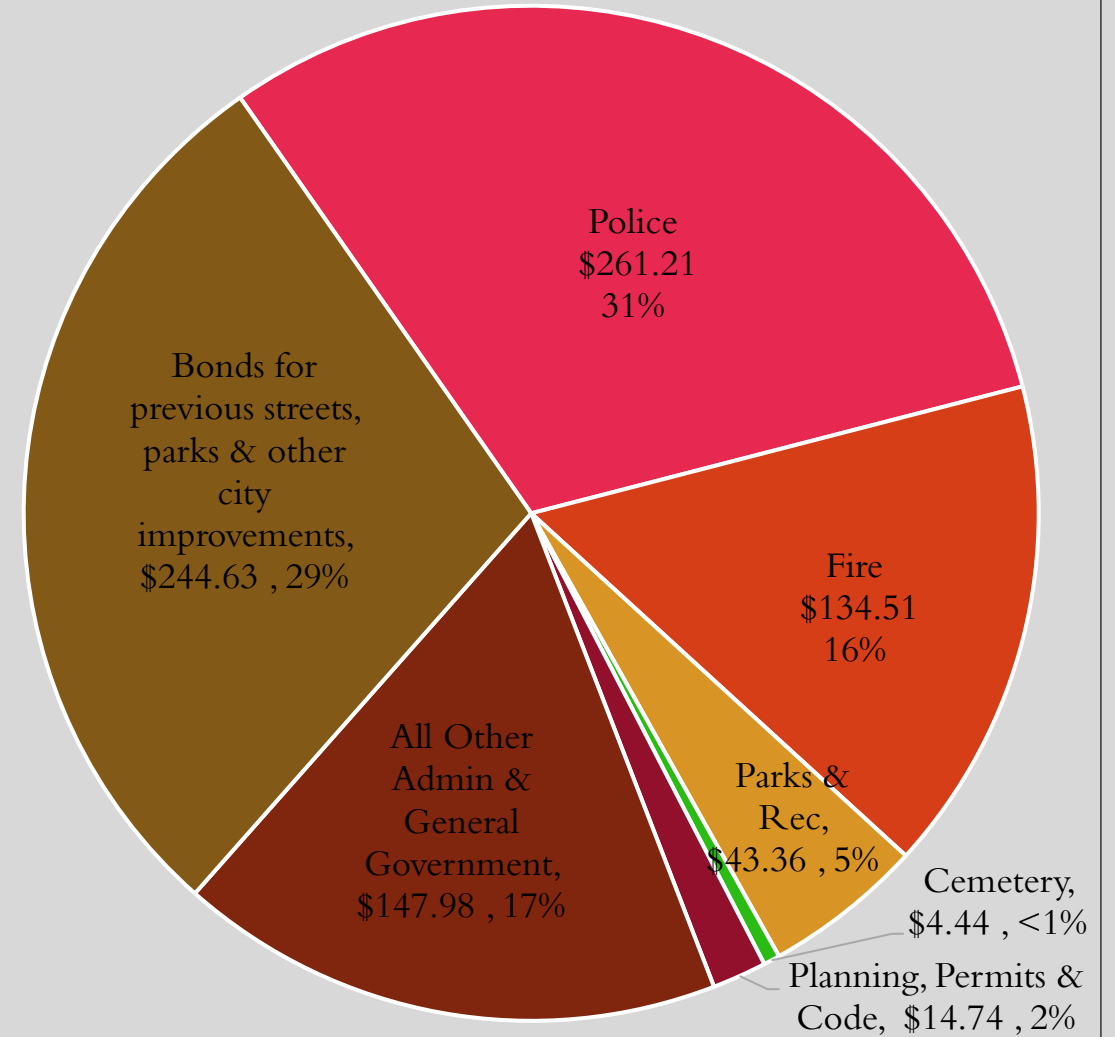
WHERE YOUR TAXES GO

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:



**City of 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
Fund Balance (Cash) at 09-30-19	\$ 21,230,661.63	\$ 8,595,889.82	\$ 2,423,141.79	\$ 3,462,359.09	\$ 1,582,818.29	\$ 170,115.27	\$ 92,688.66	\$ 4,903,648.71
Forecast Revenues	\$ 128,532,335.12	\$ 68,462,918.91	\$ 9,211,225.67	\$ 808,638.43	\$ 750,115.30	\$ 299,031.22	\$ 59,301.73	\$ 48,941,103.86
Forecast Expenditures	\$ 126,248,816.79	\$ 69,962,918.91	\$ 8,677,707.34	\$ 1,008,638.43	\$ 750,115.30	\$ 299,031.22	\$ 59,301.73	\$ 45,491,103.86
Forecast Net increase / (decrease)	\$ 2,283,518.33	\$ (1,500,000.00)	\$ 533,518.33	\$ (200,000.00)	-	-	-	\$ 3,450,000.00
<i>Rounding</i>								
Forecasted Fund Balance (Cash) at 09-30-20	\$ 23,514,179.96	\$ 7,095,889.82	\$ 2,956,660.12	\$ 3,262,359.09	\$ 1,582,818.29	\$ 170,115.27	\$ 92,688.66	\$ 8,353,648.71
Budgeted Revenues	\$ 95,066,893.62	\$ 71,787,695.27	\$ 10,139,669.00	\$ 1,005,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 10,641,936.37
Budgeted Expenditures	\$ 92,768,000.92	\$ 71,289,663.92	\$ 9,330,287.76	\$ 255,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 10,400,456.26
Budgeted Net increase / (decrease)	\$ 2,298,892.70	\$ 498,031.35	\$ 809,381.24	\$ 750,000.00	-	-	-	\$ 241,480.11
<i>Rounding</i>								
Budgeted Fund Balance (Cash) at 09-30-21	\$ 25,813,072.66	\$ 7,593,921.17	\$ 3,766,041.36	\$ 4,012,359.09	\$ 1,582,818.29	\$ 170,115.27	\$ 92,688.66	\$ 8,595,128.82
% increase / decrease in cash								
9/30/21 vs 9/30/19	21.6%	(11.7%)	55.4%	15.9%	-	-	-	75.3%
9/30/21 vs 9/30/20	9.8%	7.0%	27.4%	23.0%	-	-	-	2.9%

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

	Gen Fund & All Other Funds		F60	F50	F95		F55	F80 & F81	F20	
	Total Budget All Funds	Operational Budget	Capital Budget	Community Development (CDBG)	Community Betterment (Keno)	Debt Service	Refundings	Economic Development	Police Funds	Wastewater
Operating Revenues										
Property Taxes	\$ 28,781,730	\$ 21,139,794	-	-	\$ 7,641,936	-	-	-	-	
Sales Taxes	12,751,300	12,751,300	-	-	-	-	-	-	-	
Occupation/Business Taxes	12,795,307	12,795,307	-	-	-	-	-	-	-	
State Aid/Payments	91,226,393	91,226,393	-	-	-	-	-	-	-	
Fees, Permits and Licenses	27,164,970	18,674,101	-	-	-	-	-	53,000	8,437,869	
Other Revenues	24,553,300	22,857,907	688,733	1,005,740	-	-	120	-	800	
Total Operating Revenue	70,494,894	52,666,695	-	688,733	1,005,740	7,641,936	-	120	53,000	8,438,669
Operating Expenditures										
Salaries & Wages	22,998,284	22,554,104	-	-	-	-	-	-	444,180	
Fringe Benefits	22,236,163	22,088,607	-	-	-	-	-	-	147,556	
Total Personnel	32,137,629	31,545,892	-	-	-	-	-	-	591,736	
Department Expenditures	22,388,528	15,183,764	-	688,733	252,740	70,420	120	53,000	6,139,750	
Capital Leases	507,289	415,942	-	-	-	-	-	-	91,347	
Total Operational Expenditures	55,033,445	47,145,598	-	688,733	252,740	70,420	-	120	53,000	6,822,834
Other Expenditures										
All Other										
Bond Principal & Interest & Fees	7,992,319	622,233	-	-	-	7,066,632	-	-	303,454	
All Other	78,904	-	-	-	-	78,904	-	-	-	
Total Other Expenditures	8,071,223	622,233	-	-	-	7,145,536	-	-	-	303,454
CapEx Funded by Operations	5,056,833	4,066,833	-	-	-	-	750,000	-	240,000	
Transfers In & Out										
Transfers (Revenue)	1,168,000	417,000	-	-	-	-	750,000	-	1,000	
Transfers (Expenditures)	(371,196)	(788,196)	-	-	3,000	150,000	-	-	264,000	
Total Net Transfers	-	(371,196)	-	-	(3,000)	(150,000)	-	750,000	-	(263,000)
Operating Net Revenues	2,333,393	498,031	-	-	750,000	275,980	-	-	-	809,381
Other Uses of Funds										
Refunding Bond Principal & Interest	3,000,000	-	-	-	-	-	3,000,000	-	-	
Bond Issue Fees	34,500	-	-	-	-	-	34,500	-	-	
Capital Expenditures										
CapEx Funded by Outside Agencies	6,764,000	-	6,764,000	-	-	-	-	-	-	
CapEx Funded by Bonding	13,640,000	-	11,940,000	-	-	-	-	-	1,700,000	
Total Capital Expenditures	20,404,000	-	18,704,000	-	-	-	-	-	-	1,700,000
Total Other Uses of Funds	23,438,500	-	18,704,000	-	-	-	3,034,500	-	-	1,700,000
Other Sources of Funds										
Grants and Other Cost Sharing	6,764,000	-	6,764,000	-	-	-	-	-	-	
Other Bond & Lease Proceeds	16,640,000	-	11,940,000	-	-	-	3,000,000	-	-	1,700,000
Total Other Sources of Funds	23,404,000	-	18,704,000	-	-	-	3,000,000	-	-	1,700,000
Total Revenues	\$ 95,066,894	53,083,695	18,704,000	\$ 688,733	\$ 1,005,740	7,641,936	3,000,000	\$ 750,120	\$ 53,000	\$ 10,139,669
Total Expenditures	\$ 92,768,001	52,585,664	18,704,000	\$ 688,733	\$ 255,740	7,365,956	3,034,500	\$ 750,120	\$ 53,000	\$ 9,330,288
Net Revenues / (Expenditures)	\$ 2,298,893	\$ 498,031	\$ -	\$ -	\$ 750,000	\$ 275,980	\$ (34,500)	\$ -	\$ -	\$ 809,381

\$498,031

\$241,480.11

Cash Beginning	\$ 23,514,180	\$ 7,095,890		\$ 170,115	\$ 3,262,359	\$ 8,353,649		\$ 1,582,818	\$ 92,689	\$ 2,956,660
Cash Ending	\$ 25,813,073	\$ 7,593,921		\$ 170,115	\$ 4,012,359	\$ 8,595,129		\$ 1,582,818	\$ 92,689	\$ 3,766,041

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

All Funds

	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	
				Dollar Change	Percent Change	Dollar Change	Percent Change
				From 2019-20 FCST	From 2019-20 FCST	From 2019-20 BUDGET	From 2019-20 BUDGET
Revenues							
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	16,682,560	(26,782,462)	(61.6%)	(27,297,590)	(62.1%)
Transfers (Revenue)	1,093,000	1,093,000	1,168,000	75,000	6.9%	75,000	6.9%
Total Revenue	<u>130,994,966</u>	<u>128,532,335</u>	<u>95,066,893.62</u>	<u>(35,928,072)</u>	<u>(27.4%)</u>	<u>(33,465,441)</u>	<u>(26.0%)</u>
Expenditures							
Salaries & Wages							
Base Pay	20,300,315	20,457,234	21,697,649	1,397,334	6.9%	1,240,414	6.1%
Overtime	548,925	596,626	320,743	(228,182)	(41.6%)	(275,883)	(46.2%)
Added Pay	1,552,347	1,590,924	1,083,417	(468,929)	(30.2%)	(507,507)	(31.9%)
Non Recurring Pay	501,667	429,105	309,458	(192,209)	(38.3%)	(119,647)	(27.9%)
Reimbursements	(121,959)	(157,664)	(412,983)	(291,024)	(238.6%)	(255,319)	(161.9%)
Total Salaries & Wages	<u>22,781,294</u>	<u>22,916,226</u>	<u>22,998,284</u>	<u>216,990</u>	<u>1.0%</u>	<u>82,059</u>	<u>0.4%</u>
Fringe Benefits							
Employer Payroll Taxes	1,697,244	1,713,242	1,749,624	52,380	3.1%	36,382	2.1%
Pension and Retirement	2,050,250	2,025,943	2,120,768	70,518	3.4%	94,825	4.7%
Health and Benefit Insurance	4,419,859	4,673,507	5,268,952	849,093	19.2%	595,445	12.7%
Total Fringe Benefits	<u>8,167,353</u>	<u>8,412,692</u>	<u>9,139,344</u>	<u>971,991</u>	<u>11.9%</u>	<u>726,652</u>	<u>8.6%</u>
Total Personnel	<u>30,948,647</u>	<u>31,328,918</u>	<u>32,137,629</u>	<u>1,188,981</u>	<u>3.8%</u>	<u>808,710</u>	<u>2.6%</u>
Department Expenditures	25,119,542	24,468,454	21,428,564	(3,690,978)	(14.7%)	(3,039,890)	(12.4%)
Total Operational	56,068,190	55,797,372	53,566,193	(2,501,997)	(4.5%)	(2,231,179)	(4.0%)
Capital Expenditures	21,538,434	21,339,289	25,460,833	3,922,399	18.2%	4,121,544	19.3%
Other Expenditures							
Capital Leases	797,408	825,094	507,289	(290,119)	(36.4%)	(317,804)	(38.5%)
All Other	49,044,226	47,194,062	12,065,686	(36,978,541)	(75.4%)	(35,128,377)	(74.4%)
Total Other Expenditures	<u>49,841,635</u>	<u>48,019,156</u>	<u>12,572,975</u>	<u>(37,268,660)</u>	<u>(74.8%)</u>	<u>(35,446,181)</u>	<u>(73.8%)</u>
Transfers (Expenditures)	1,093,000	1,093,000	1,168,000	75,000	6.9%	75,000	6.9%
Total Expenditures	<u>128,541,258</u>	<u>126,248,817</u>	<u>92,768,001</u>	<u>(35,773,257)</u>	<u>(27.8%)</u>	<u>(33,480,816)</u>	<u>(26.5%)</u>
Net Revenues / (Expenditures)	<u>\$ 2,453,708</u>	<u>\$ 2,283,518</u>	<u>\$ 2,298,893</u>	<u>\$ (154,815)</u>		<u>\$ 15,374</u>	

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
Fund: 10 General

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 19,459,862	\$ 19,359,817	\$ 21,139,794	\$ 1,679,932	8.6%	\$ 1,779,977	9.2%
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	10,271,935	9,997,578	7,722,900	(2,549,035)	(24.8%)	(2,274,678)	(22.8%)
Grants and Other Cost Sharing	12,108,172	11,977,811	6,832,922	(5,275,250)	(43.6%)	(5,144,889)	(43.0%)
Other Revenues	762,927	671,528	518,100	(244,827)	(32.1%)	(153,428)	(22.8%)
Other Bond & Lease Proceeds	5,737,950	6,241,798	11,960,900	6,222,950	108.5%	5,719,102	91.6%
Transfers (Revenue)	342,000	342,000	417,000	75,000	21.9%	75,000	21.9%
Total Revenue	<u>70,141,652</u>	<u>68,462,919</u>	<u>71,787,695</u>	<u>1,646,043</u>	<u>2.3%</u>	<u>3,324,776</u>	<u>4.9%</u>
Expenditures							
Salaries & Wages							
Base Pay	19,791,913	19,934,825	21,269,428	(1,477,515)	(7.5%)	(1,334,603)	(6.7%)
Overtime	540,662	589,042	310,341	230,321	42.6%	278,700	47.3%
Added Pay	1,517,343	1,560,984	1,081,977	435,365	28.7%	479,006	30.7%
Non Recurring Pay	482,515	411,295	305,341	177,174	36.7%	105,954	25.8%
Reimbursements	(121,959)	(157,664)	(412,983)	291,024	(238.6%)	255,319	(161.9%)
Total Salaries & Wages	<u>22,210,474</u>	<u>22,338,482</u>	<u>22,554,104</u>	<u>(343,630)</u>	<u>(1.5%)</u>	<u>(215,622)</u>	<u>(1.0%)</u>
Fringe Benefits							
Employer Payroll Taxes	1,654,284	1,669,587	1,717,682	(63,399)	(3.8%)	(48,096)	(2.9%)
Pension and Retirement	2,016,694	1,992,717	2,094,118	(77,423)	(3.8%)	(101,401)	(5.1%)
Health and Benefit Insurance	4,304,247	4,552,466	5,179,988	(875,741)	(20.3%)	(627,522)	(13.8%)
Total Fringe Benefits	<u>7,975,225</u>	<u>8,214,770</u>	<u>8,991,788</u>	<u>(1,016,563)</u>	<u>(12.7%)</u>	<u>(777,018)</u>	<u>(9.5%)</u>
Total Personnel	<u>30,185,699</u>	<u>30,553,252</u>	<u>31,545,892</u>	<u>(1,360,194)</u>	<u>(4.5%)</u>	<u>(992,641)</u>	<u>(3.2%)</u>
Department Expenditures							
Total Operational	<u>17,070,608</u>	<u>16,440,681</u>	<u>14,223,801</u>	<u>2,846,807</u>	<u>16.7%</u>	<u>2,216,879</u>	<u>13.5%</u>
Total Operational	47,256,306	46,993,932	45,769,693	1,486,613	3.1%	1,224,239	2.6%
Capital Expenditures	20,888,118	20,721,395	22,770,833	(1,882,715)	(9.0%)	(2,049,438)	(9.9%)
Other Expenditures							
Capital Leases	706,061	733,746	415,942	290,119	41.1%	317,804	43.3%
All Other	1,753,595	1,512,845	1,582,196	171,399	9.8%	(69,350)	(4.6%)
Total Other Expenditures	<u>2,459,656</u>	<u>2,246,592</u>	<u>1,998,138</u>	<u>461,518</u>	<u>18.8%</u>	<u>248,454</u>	<u>11.1%</u>
Transfers (Expenditures)	1,000	1,000	751,000	(750,000)	(75000.0%)	(750,000)	(75000.0%)
Total Expenditures	<u>70,605,080</u>	<u>69,962,919</u>	<u>71,289,664</u>	<u>(684,584)</u>	<u>(1.0%)</u>	<u>(1,326,745)</u>	<u>(1.9%)</u>
Net Revenues / (Expenditures)	\$ (463,428)	\$ (1,500,000)	\$ 498,031	\$ 961,460		\$ 1,998,031	

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 20 Wastewater](#)

	2019-20		2020-21				
	9+3			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	9,241,925	9,209,448	8,437,869	(804,056)	(8.7%)	(771,579)	(8.4%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	778	778	800	22	2.8%	22	2.8%
Other Bond & Lease Proceeds	-	-	1,700,000	1,700,000	-	1,700,000	-
Transfers (Revenue)	1,000	1,000	1,000	-	-	-	-
Total Revenue	9,243,703	9,211,226	10,139,669	895,966	9.7%	928,443	10.1%
Expenditures							
Salaries & Wages							
Base Pay	508,402	522,409	428,221	80,181	15.8%	94,188	18.0%
Overtime	8,262	7,585	10,402	(2,140)	(25.9%)	(2,817)	(37.1%)
Added Pay	35,004	29,941	1,440	33,564	95.9%	28,500	95.2%
Non Recurring Pay	19,152	17,810	4,118	15,035	78.5%	13,692	76.9%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	570,821	577,744	444,180	126,640	22.2%	133,564	23.1%
Fringe Benefits							
Employer Payroll Taxes	42,960	43,655	31,941	11,019	25.6%	11,714	26.8%
Pension and Retirement	33,556	33,227	26,651	6,905	20.6%	6,576	19.8%
Health and Benefit Insurance	115,612	121,041	88,964	26,648	23.0%	32,077	26.5%
Total Fringe Benefits	192,128	197,922	147,556	44,572	23.2%	50,366	25.4%
Total Personnel	762,949	775,666	591,736	171,212	22.4%	183,930	23.7%
Department Expenditures	6,638,338	6,628,541	6,139,750	498,588	7.5%	488,791	7.4%
Total Operational	7,401,287	7,404,207	6,731,487	669,800	9.0%	672,721	9.1%
Capital Expenditures	650,316	617,894	1,940,000	(1,289,684)	(198.3%)	(1,322,106)	(214.0%)
Other Expenditures							
Capital Leases	91,347	91,347	91,347	-	-	-	-
All Other	301,813	300,259	303,454	(1,641)	(0.5%)	(3,195)	(1.1%)
Total Other Expenditures	393,160	391,606	394,801	(1,641)	(0.4%)	(3,195)	(0.8%)
Transfers (Expenditures)	264,000	264,000	264,000	-	-	-	-
Total Expenditures	8,708,762	8,677,707	9,330,288	(621,526)	(7.1%)	(652,580)	(7.5%)
Net Revenues / (Expenditures)	\$ 534,941	\$ 533,518	\$ 809,381	\$ 274,440	33.9%	\$ 275,863	34.1%

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 50 Community Betterment](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	903,996	806,270	1,004,000	100,004	11.1%	197,730	24.5%
Other Bond & Lease Proceeds	2,273	2,369	1,740	(533)	(23.5%)	(629)	(26.5%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	906,269	808,638	1,005,740	99,471	11.0%	197,102	24.4%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	267,600	258,638	252,740	14,860	5.6%	5,898	2.3%
Total Operational	267,600	258,638	252,740	14,860	5.6%	5,898	2.3%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	750,000	750,000	3,000	747,000	99.6%	747,000	99.6%
Total Expenditures	1,017,600	1,008,638	255,740	761,860	74.9%	752,898	74.6%
Net Revenues / (Expenditures)	\$ (111,331)	\$ (200,000)	\$ 750,000	\$ 861,331	114.8%	\$ 950,000	126.7%

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 55 Economic Development](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	105	115	120	15	14.1%	5	4.1%
Transfers (Revenue)	750,000	750,000	750,000	-	-	-	-
Total Revenue	750,105	750,115	750,120	15	0.0%	5	0.0%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	753,115	750,115	120	752,995	100.0%	749,995	100.0%
Total Operational	753,115	750,115	120	752,995	100.0%	749,995	100.0%
Capital Expenditures	-	-	750,000	(750,000)	-	(750,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	753,115	750,115	750,120	2,995	0.4%	(5)	(0.0%)
Net Revenues / (Expenditures)	\$ (3,010)	-	-	\$ 3,010	-	\$ 0	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 60 Community Development](#)

	2019-20		2020-21				
	8+4			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)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	291,557	291,557	668,933	377,376	129.4%	377,376	129.4%
Other Revenues	7	-	-	(7)	(100.0%)	-	-
Other Bond & Lease Proceeds	7,452	7,475	19,800	12,348	165.7%	12,325	164.9%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	299,016	299,031	688,733	389,717	130.3%	389,702	130.3%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	299,019	299,031	688,733	(389,714)	(130.3%)	(389,702)	(130.3%)
Total Operational	299,019	299,031	688,733	(389,714)	(130.3%)	(389,702)	(130.3%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	299,019	299,031	688,733	(389,714)	(130.3%)	(389,702)	(130.3%)
Net Revenues / (Expenditures)	\$ (4)	-	-	\$ 4	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget

[Fund: 70 Business Improvement Districts](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures							
Total Operational	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-
Net Revenues / (Expenditures)	-	-	-	-	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget

Fund: 80 Law Enforcement Trust

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast 2019-20	Budget 2019-20		Variance \$	Variance %	Variance \$	Variance %
			Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	797	798	-	(797)	(100.0%)	(798)	(100.0%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	5,972	5,500	-	(5,972)	(100.0%)	(5,500)	(100.0%)
Other Bond & Lease Proceeds	2	2	-	(2)	(100.0%)	(2)	(100.0%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	6,771	6,300	-	(6,771)	(100.0%)	(6,300)	(100.0%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	6,242	6,300	-	6,242	100.0%	6,300	100.0%
Total Operational	6,242	6,300	-	6,242	100.0%	6,300	100.0%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	6,242	6,300	-	6,242	100.0%	6,300	100.0%
Net Revenues / (Expenditures)	\$ 529	-	-	\$ (529)	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 81 Federal Forfeitures](#)

	2019-20		2020-21				
	8+4			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)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	52,526	53,000	53,000	474	0.9%	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	2	2	-	(2)	(100.0%)	(2)	(100.0%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	52,528	53,002	53,000	472	0.9%	(2)	(0.0%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	55,173	53,002	53,000	2,173	3.9%	2	0.0%
Total Operational	55,173	53,002	53,000	2,173	3.9%	2	0.0%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	55,173	53,002	53,000	2,173	3.9%	2	0.0%
Net Revenues / (Expenditures)	\$ (2,644)	-	-	\$ 2,644	-	\$ 0	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget
[Fund: 95 General Obligation Bonds](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 10,926,576	\$ 10,932,082	\$ 7,641,936	\$ (3,284,640)	(30.1%)	\$ (3,290,146)	(30.1%)
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	950,968	280,631	-	(950,968)	(100.0%)	(280,631)	(100.0%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	140	-	-	(140)	(100.0%)	-	-
Other Bond & Lease Proceeds	37,717,237	37,728,390	3,000,000	(34,717,237)	(92.0%)	(34,728,390)	(92.0%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	49,594,921	48,941,104	10,641,936	(38,952,985)	(78.5%)	(38,299,167)	(78.3%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	29,447	32,146	70,420	(40,973)	(139.1%)	(38,274)	(119.1%)
Total Operational	29,447	32,146	70,420	(40,973)	(139.1%)	(38,274)	(119.1%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	46,988,819	45,380,958	10,180,036	36,808,783	78.3%	35,200,922	77.6%
Total Other Expenditures	46,988,819	45,380,958	10,180,036	36,808,783	78.3%	35,200,922	77.6%
Transfers (Expenditures)	78,000	78,000	150,000	(72,000)	(92.3%)	(72,000)	(92.3%)
Total Expenditures	47,096,266	45,491,104	10,400,456	36,695,810	77.9%	35,090,648	77.1%
Net Revenues / (Expenditures)	\$ 2,498,655	\$ 3,450,000	\$ 241,480	\$ (2,257,175)	(934.7%)	\$ (3,208,520)	(1328.7%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 01 Mayor](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-
Expenditures							
Salaries & Wages							
Base Pay	15,000	15,000	19,856	(4,856)	(32.4%)	(4,856)	(32.4%)
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	0	(0)	-	(0)	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	15,000	15,000	19,856	(4,856)	(32.4%)	(4,856)	(32.4%)
Fringe Benefits							
Employer Payroll Taxes	1,148	1,148	1,519	(372)	(32.4%)	(372)	(32.4%)
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	1,148	1,148	1,519	(372)	(32.4%)	(372)	(32.4%)
Total Personnel	16,148	16,148	21,375	(5,228)	(32.4%)	(5,228)	(32.4%)
Department Expenditures	9,554	9,554	9,802	(248)	(2.6%)	(248)	(2.6%)
Total Operational	25,701	25,701	31,177	(5,476)	(21.3%)	(5,476)	(21.3%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	25,701	25,701	31,177	(5,476)	(21.3%)	(5,476)	(21.3%)
Net Revenues / (Expenditures)	\$ (25,701)	\$ (25,701)	\$ (31,177)	\$ (5,476)	(17.6%)	\$ (5,476)	(17.6%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 02 City Administrator](#)

	2019-20		2020-21				
	9+3		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	16,300	300	16,600	300	1.8%	16,300	> 999.9%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	16,300	300	16,600	300	1.8%	16,300	> 999.9%
Expenditures							
Salaries & Wages							
Base Pay	264,044	199,800	336,115	(72,071)	(27.3%)	(136,315)	(68.2%)
Overtime	1,099	1,480	1,327	(228)	(20.7%)	153	10.3%
Added Pay	13,336	11,112	1,350	11,987	89.9%	9,762	87.9%
Non Recurring Pay	1,893	1,893	3,232	(1,339)	(70.8%)	(1,339)	(70.8%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	280,373	214,284	342,024	(61,651)	(22.0%)	(127,740)	(59.6%)
Fringe Benefits							
Employer Payroll Taxes	29,254	15,490	24,592	4,662	15.9%	(9,102)	(58.8%)
Pension and Retirement	13,305	12,932	20,561	(7,256)	(54.5%)	(7,629)	(59.0%)
Health and Benefit Insurance	44,368	37,326	61,936	(17,568)	(39.6%)	(24,610)	(65.9%)
Total Fringe Benefits	86,927	65,748	107,089	(20,162)	(23.2%)	(41,341)	(62.9%)
Total Personnel	367,299	280,032	449,113	(81,814)	(22.3%)	(169,081)	(60.4%)
Department Expenditures							
Total Operational	413,589	332,322	490,919	(77,330)	(18.7%)	(158,597)	(47.7%)
Capital Expenditures	29,139	-	-	29,139	100.0%	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	442,728	332,322	490,919	(48,191)	(10.9%)	(158,597)	(47.7%)
Net Revenues / (Expenditures)	\$ (426,428)	\$ (332,022)	\$ (474,319)	\$ (47,891)	(10.1%)	\$ (142,297)	(30.0%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 03 Legal](#)

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	17	17	-	(17)	(100.0%)	(17)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	17	17	-	(17)	(100.0%)	(17)	(100.0%)
Expenditures							
Salaries & Wages							
Base Pay	171,391	169,803	185,198	(13,807)	(8.1%)	(15,395)	(9.1%)
Overtime	2,349	2,627	1,959	389	16.6%	667	25.4%
Added Pay	7,298	6,432	315	6,983	95.7%	6,117	95.1%
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	181,038	178,862	187,473	(6,435)	(3.6%)	(8,611)	(4.8%)
Fringe Benefits							
Employer Payroll Taxes	13,061	12,920	13,624	(563)	(4.3%)	(705)	(5.5%)
Pension and Retirement	10,901	10,791	11,368	(466)	(4.3%)	(576)	(5.3%)
Health and Benefit Insurance	40,928	41,665	41,578	(651)	(1.6%)	86	0.2%
Total Fringe Benefits	64,890	65,376	66,571	(1,680)	(2.6%)	(1,195)	(1.8%)
Total Personnel	245,928	244,238	254,043	(8,115)	(3.3%)	(9,805)	(4.0%)
Department Expenditures							
Total Operational	367,080	367,040	375,016	(7,937)	(2.2%)	(7,976)	(2.2%)
Capital Expenditures							
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)							
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	367,080	367,040	375,016	(7,937)	(2.2%)	(7,976)	(2.2%)
Net Revenues / (Expenditures)	\$ (367,063)	\$ (367,023)	\$ (375,016)	\$ (7,954)	(2.1%)	\$ (7,993)	(2.1%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 04 Cable](#)

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	138,912	139,746	141,100	2,188	1.6%	1,354	1.0%
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	138,912	139,746	141,100	2,188	1.6%	1,354	1.0%
Expenditures							
Salaries & Wages							
Base Pay	125,307	126,332	135,671	(10,364)	(8.3%)	(9,339)	(7.4%)
Overtime	1,090	1,296	1,174	(84)	(7.7%)	122	9.4%
Added Pay	10,287	9,631	810	9,477	92.1%	8,821	91.6%
Non Recurring Pay	2,735	2,735	1,305	1,430	52.3%	1,430	52.3%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	139,418	139,994	138,960	459	0.3%	1,034	0.7%
Fringe Benefits							
Employer Payroll Taxes	9,688	9,885	9,985	(296)	(3.1%)	(100)	(1.0%)
Pension and Retirement	8,334	8,417	8,443	(109)	(1.3%)	(26)	(0.3%)
Health and Benefit Insurance	48,998	50,258	50,487	(1,488)	(3.0%)	(228)	(0.5%)
Total Fringe Benefits	67,021	68,560	68,914	(1,894)	(2.8%)	(354)	(0.5%)
Total Personnel	206,439	208,554	207,874	(1,435)	(0.7%)	680	0.3%
Department Expenditures	39,676	40,174	29,665	10,011	25.2%	10,509	26.2%
Total Operational	246,115	248,728	237,539	8,576	3.5%	11,189	4.5%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	246,115	248,728	237,539	8,576	3.5%	11,189	4.5%
Net Revenues / (Expenditures)	\$ (107,203)	\$ (108,982)	\$ (96,439)	\$ 10,764	11.2%	\$ 12,543	13.0%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 05 Clerk](#)

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	88,221	92,216	116,823	28,602	32.4%	24,607	26.7%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	510	475	500	(10)	(2.0%)	25	5.3%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	88,731	92,691	117,323	28,592	32.2%	24,632	26.6%
Expenditures							
Salaries & Wages							
Base Pay	119,858	119,866	130,777	(10,919)	(9.1%)	(10,911)	(9.1%)
Overtime	1,568	1,875	1,829	(261)	(16.7%)	45	2.4%
Added Pay	8,869	7,912	585	8,284	93.4%	7,327	92.6%
Non Recurring Pay	1,211	1,211	1,257	(46)	(3.8%)	(46)	(3.8%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	131,507	130,864	134,449	(2,942)	(2.2%)	(3,585)	(2.7%)
Fringe Benefits							
Employer Payroll Taxes	9,214	9,250	9,681	(467)	(5.1%)	(431)	(4.7%)
Pension and Retirement	7,893	7,903	8,195	(301)	(3.8%)	(291)	(3.7%)
Health and Benefit Insurance	35,043	39,162	32,105	2,938	8.4%	7,057	18.0%
Total Fringe Benefits	52,151	56,316	49,981	2,170	4.2%	6,335	11.2%
Total Personnel	183,657	187,180	184,430	(772)	(0.4%)	2,750	1.5%
Department Expenditures	69,811	71,063	70,478	(667)	(1.0%)	585	0.8%
Total Operational	253,468	258,243	254,908	(1,439)	(0.6%)	3,335	1.3%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	20,538	20,538	40,538	(20,000)	(97.4%)	(20,000)	(97.4%)
Total Other Expenditures	20,538	20,538	40,538	(20,000)	(97.4%)	(20,000)	(97.4%)
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	274,006	278,781	295,446	(21,439)	(7.8%)	(16,665)	(6.0%)
Net Revenues / (Expenditures)	\$ (185,276)	\$ (186,090)	\$ (178,123)	\$ 7,153	4.0%	\$ 7,967	4.5%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 06 Finance](#)

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	5,981	4,500	6,100	119	2.0%	1,600	35.6%
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	1,200	1,200	1,200	(0)	(0.0%)	(0)	(0.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	7,181	5,700	7,300	119	1.7%	1,600	28.1%
Expenditures							
Salaries & Wages							
Base Pay	451,578	473,197	559,995	(108,417)	(24.0%)	(86,798)	(18.3%)
Overtime	1,326	2,750	3,910	(2,583)	(194.8%)	(1,159)	(42.2%)
Added Pay	38,447	35,422	6,300	32,147	83.6%	29,122	82.2%
Non Recurring Pay	37,747	36,436	34,265	3,482	9.2%	2,172	6.0%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	529,098	547,806	604,469	(75,371)	(14.2%)	(56,664)	(10.3%)
Fringe Benefits							
Employer Payroll Taxes	36,935	38,775	43,741	(6,807)	(18.4%)	(4,966)	(12.8%)
Pension and Retirement	30,366	32,109	36,500	(6,134)	(20.2%)	(4,390)	(13.7%)
Health and Benefit Insurance	91,320	106,297	94,782	(3,462)	(3.8%)	11,516	10.8%
Total Fringe Benefits	158,621	177,182	175,023	(16,402)	(10.3%)	2,159	1.2%
Total Personnel	687,719	724,987	779,492	(91,773)	(13.3%)	(54,505)	(7.5%)
Department Expenditures							
Total Operational	776,137	816,968	871,295	(95,158)	(12.3%)	(54,327)	(6.6%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	776,137	816,968	871,295	(95,158)	(12.3%)	(54,327)	(6.6%)
Net Revenues / (Expenditures)	\$ (768,957)	\$ (811,268)	\$ (863,995)	\$ (95,038)	(11.0%)	\$ (52,727)	(6.1%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 07 Library](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	37,991	46,704	33,252	(4,739)	(12.5%)	(13,452)	(28.8%)
Grants and Other Cost Sharing	1,179	1,079	500,000	498,821	> 999.9%	498,921	> 999.9%
Other Revenues	317	300	200	(117)	(36.9%)	(100)	(33.3%)
Other Bond & Lease Proceeds	-	-	4,000,000	4,000,000	-	4,000,000	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	39,487	48,083	4,533,452	4,493,965	> 999.9%	4,485,369	> 999.9%
Expenditures							
Salaries & Wages							
Base Pay	602,723	609,220	638,288	(35,564)	(5.9%)	(29,068)	(4.8%)
Overtime	1,695	3,282	3,964	(2,269)	(133.9%)	(682)	(20.8%)
Added Pay	26,816	23,447	2,460	24,356	90.8%	20,987	89.5%
Non Recurring Pay	26,995	26,995	26,427	568	2.1%	568	2.1%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	658,229	662,943	671,139	(12,910)	(2.0%)	(8,196)	(1.2%)
Fringe Benefits							
Employer Payroll Taxes	47,248	47,976	49,226	(1,978)	(4.2%)	(1,250)	(2.6%)
Pension and Retirement	25,480	26,196	27,663	(2,183)	(8.6%)	(1,467)	(5.6%)
Health and Benefit Insurance	102,288	108,940	128,466	(26,178)	(25.6%)	(19,526)	(17.9%)
Total Fringe Benefits	175,016	183,112	205,355	(30,339)	(17.3%)	(22,243)	(12.1%)
Total Personnel	833,245	846,056	876,494	(43,249)	(5.2%)	(30,438)	(3.6%)
Department Expenditures							
Total Operational	1,117,548	1,141,233	1,158,213	(40,665)	(3.6%)	(16,980)	(1.5%)
Capital Expenditures	-	-	4,500,000	(4,500,000)	-	(4,500,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,117,548	1,141,233	5,658,213	(4,540,665)	(406.3%)	(4,516,980)	(395.8%)
Net Revenues / (Expenditures)	\$ (1,078,061)	\$ (1,093,150)	\$ (1,124,761)	\$ (46,700)	(4.2%)	\$ (31,611)	(2.8%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 08 Admin Services](#)

	2019-20		2020-21				
	9+3		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	147,227	150,600	152,500	5,273	3.6%	1,900	1.3%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	15,272	17,395	15,400	128	0.8%	(1,995)	(11.5%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	162,498	167,995	167,900	5,402	3.3%	(95)	(0.1%)
Expenditures							
Salaries & Wages							
Base Pay	496,853	513,274	554,036	(57,183)	(11.5%)	(40,762)	(7.9%)
Overtime	2,740	4,810	5,322	(2,581)	(94.2%)	(511)	(10.6%)
Added Pay	33,045	29,382	20,515	12,530	37.9%	8,867	30.2%
Non Recurring Pay	6,645	6,645	4,841	1,804	27.1%	1,804	27.1%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	539,284	554,111	584,714	(45,430)	(8.4%)	(30,602)	(5.5%)
Fringe Benefits							
Employer Payroll Taxes	38,254	39,613	41,093	(2,839)	(7.4%)	(1,480)	(3.7%)
Pension and Retirement	30,681	30,901	31,216	(535)	(1.7%)	(315)	(1.0%)
Health and Benefit Insurance	148,451	146,845	150,521	(2,070)	(1.4%)	(3,676)	(2.5%)
Total Fringe Benefits	217,386	217,359	222,829	(5,443)	(2.5%)	(5,471)	(2.5%)
Total Personnel	756,670	771,470	807,543	(50,873)	(6.7%)	(36,073)	(4.7%)
Department Expenditures							
Total Operational	1,017,833	1,021,818	1,099,872	(82,039)	(8.1%)	(78,054)	(7.6%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,017,833	1,021,818	1,099,872	(82,039)	(8.1%)	(78,054)	(7.6%)
Net Revenues / (Expenditures)	\$ (855,335)	\$ (853,823)	\$ (931,972)	\$ (76,637)	(8.2%)	\$ (78,149)	(8.4%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 09 Code Enforcement

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	5,800	5,800	60,000	54,200	934.5%	54,200	934.5%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	5,800	5,800	60,000	54,200	934.5%	54,200	934.5%
Expenditures							
Salaries & Wages							
Base Pay	271,334	271,334	331,334	(60,000)	(22.1%)	(60,000)	(22.1%)
Overtime	8,140	8,140	6,627	1,513	18.6%	1,513	18.6%
Added Pay	645	645	2,940	(2,295)	(355.8%)	(2,295)	(355.8%)
Non Recurring Pay	4,244	4,244	2,609	1,635	38.5%	1,635	38.5%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	284,362	284,362	343,509	(59,147)	(20.8%)	(59,147)	(20.8%)
Fringe Benefits							
Employer Payroll Taxes	20,447	20,447	24,687	(4,239)	(20.7%)	(4,239)	(20.7%)
Pension and Retirement	17,077	17,077	20,809	(3,732)	(21.9%)	(3,732)	(21.9%)
Health and Benefit Insurance	74,235	74,235	156,454	(82,219)	(110.8%)	(82,219)	(110.8%)
Total Fringe Benefits	111,759	111,759	201,950	(90,191)	(80.7%)	(90,191)	(80.7%)
Total Personnel	396,121	396,121	545,459	(149,338)	(37.7%)	(149,338)	(37.7%)
Department Expenditures	29,680	29,680	103,424	(73,744)	(248.5%)	(73,744)	(248.5%)
Total Operational	425,801	425,801	648,883	(223,082)	(52.4%)	(223,082)	(52.4%)
Capital Expenditures	-	-	43,250	(43,250)	-	(43,250)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	425,801	425,801	692,133	(266,332)	(62.5%)	(266,332)	(62.5%)
Net Revenues / (Expenditures)	\$ (420,001)	\$ (420,001)	\$ (632,133)	\$ (212,132)	(33.6%)	\$ (212,132)	(33.6%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 10 Public Works

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	110,900	77,900	112,700	1,800	1.6%	34,800	44.7%
Grants and Other Cost Sharing	94,800	-	-	(94,800)	(100.0%)	-	-
Other Revenues	12,300	12,300	12,500	200	1.6%	200	1.6%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	218,000	90,200	125,200	(92,800)	(42.6%)	35,000	38.8%
Expenditures							
Salaries & Wages							
Base Pay	400,569	410,426	437,231	(36,663)	(9.2%)	(26,805)	(6.5%)
Overtime	1,598	908	1,128	470	29.4%	(220)	(24.2%)
Added Pay	24,385	20,275	645	23,740	97.4%	19,630	96.8%
Non Recurring Pay	60,989	6,221	4,204	56,785	93.1%	2,017	32.4%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	487,541	437,830	443,209	44,332	9.1%	(5,378)	(1.2%)
Fringe Benefits							
Employer Payroll Taxes	31,996	31,827	31,871	125	0.4%	(44)	(0.1%)
Pension and Retirement	26,027	26,089	26,593	(566)	(2.2%)	(503)	(1.9%)
Health and Benefit Insurance	73,866	78,375	72,879	987	1.3%	5,496	7.0%
Total Fringe Benefits	131,889	136,291	131,343	546	0.4%	4,949	3.6%
Total Personnel	619,430	574,122	574,551	44,879	7.2%	(429)	(0.1%)
Department Expenditures	576,018	537,123	518,293	57,725	10.0%	18,830	3.5%
Total Operational	1,195,448	1,111,245	1,092,844	102,604	8.6%	18,401	1.7%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,195,448	1,111,245	1,092,844	102,604	8.6%	18,401	1.7%
Net Revenues / (Expenditures)	\$ (977,448)	\$ (1,021,045)	\$ (967,644)	\$ 9,804	1.0%	\$ 53,401	5.5%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 11 Parks

	2019-20		2020-21				
	9+3		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	21,556	21,442	138,800	117,244	543.9%	117,358	547.3%
Grants and Other Cost Sharing	1,042,341	1,042,341	-	(1,042,341)	(100.0%)	(1,042,341)	(100.0%)
Other Revenues	19,534	16,358	19,800	266	1.4%	3,442	21.0%
Other Bond & Lease Proceeds	400,100	400,100	1,200,100	800,000	200.0%	800,000	200.0%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	1,483,531	1,480,240	1,358,700	(124,831)	(8.4%)	(121,540)	(8.2%)
Expenditures							
Salaries & Wages							
Base Pay	434,487	444,903	457,613	(23,127)	(5.3%)	(12,710)	(2.9%)
Overtime	9,337	12,452	7,896	1,440	15.4%	4,556	36.6%
Added Pay	24,781	23,129	1,995	22,786	91.9%	21,134	91.4%
Non Recurring Pay	4,398	4,398	3,796	602	13.7%	602	13.7%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	473,003	484,882	471,301	1,702	0.4%	13,581	2.8%
Fringe Benefits							
Employer Payroll Taxes	33,863	34,979	34,172	(309)	(0.9%)	807	2.3%
Pension and Retirement	25,979	26,468	24,756	1,222	4.7%	1,712	6.5%
Health and Benefit Insurance	117,912	129,246	110,613	7,299	6.2%	18,634	14.4%
Total Fringe Benefits	177,753	190,693	169,541	8,212	4.6%	21,152	11.1%
Total Personnel	650,756	675,576	640,842	9,914	1.5%	34,734	5.1%
Department Expenditures	721,033	720,795	766,250	(45,217)	(6.3%)	(45,455)	(6.3%)
Total Operational	1,371,789	1,396,371	1,407,092	(35,303)	(2.6%)	(10,721)	(0.8%)
Capital Expenditures	1,301,451	1,294,900	1,650,000	(348,549)	(26.8%)	(355,100)	(27.4%)
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	2,673,240	2,691,271	3,057,092	(383,852)	(14.4%)	(365,821)	(13.6%)
Net Revenues / (Expenditures)	\$ (1,189,709)	\$ (1,211,031)	\$ (1,698,392)	\$ (508,683)	(30.0%)	\$ (487,361)	(28.7%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 12 Recreation](#)

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	63,961	123,682	103,600	39,639	62.0%	(20,082)	(16.2%)
Grants and Other Cost Sharing	491,422	491,422	21,422	(470,000)	(95.6%)	(470,000)	(95.6%)
Other Revenues	463	496	500	37	7.9%	4	0.8%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	555,846	615,601	125,522	(430,324)	(77.4%)	(490,079)	(79.6%)
Expenditures							
Salaries & Wages							
Base Pay	465,425	469,315	526,004	(60,579)	(13.0%)	(56,689)	(12.1%)
Overtime	-	-	-	-	-	-	-
Added Pay	11,614	10,634	915	10,699	92.1%	9,719	91.4%
Non Recurring Pay	4,066	4,066	1,443	2,623	64.5%	2,623	64.5%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	481,104	484,014	528,362	(47,257)	(9.8%)	(44,347)	(9.2%)
Fringe Benefits							
Employer Payroll Taxes	40,286	36,586	39,746	540	1.3%	(3,160)	(8.6%)
Pension and Retirement	9,041	8,968	9,166	(125)	(1.4%)	(198)	(2.2%)
Health and Benefit Insurance	28,941	29,805	28,736	206	0.7%	1,069	3.6%
Total Fringe Benefits	78,268	75,358	77,648	620	0.8%	(2,290)	(3.0%)
Total Personnel	559,373	559,373	606,009	(46,637)	(8.3%)	(46,637)	(8.3%)
Department Expenditures	208,075	183,017	201,404	6,671	3.2%	(18,387)	(10.0%)
Total Operational	767,448	742,389	807,413	(39,966)	(5.2%)	(65,024)	(8.8%)
Capital Expenditures	470,000	470,000	-	470,000	100.0%	470,000	100.0%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,237,448	1,212,389	807,413	430,034	34.8%	404,976	33.4%
Net Revenues / (Expenditures)	\$ (681,602)	\$ (596,789)	\$ (681,891)	\$ (290)	(0.0%)	\$ (85,103)	(12.5%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 13 Building Maintenance](#)

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	2,094	2,094	2,100	6	0.3%	6	0.3%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	2,094	2,094	2,100	6	0.3%	6	0.3%
Expenditures							
Salaries & Wages							
Base Pay	297,883	304,903	295,898	1,985	0.7%	9,005	3.0%
Overtime	12,875	13,958	8,553	4,322	33.6%	5,405	38.7%
Added Pay	21,697	19,978	2,220	19,477	89.8%	17,758	88.9%
Non Recurring Pay	3,582	3,013	2,741	841	23.5%	272	9.0%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	336,037	341,852	309,412	26,624	7.9%	32,440	9.5%
Fringe Benefits							
Employer Payroll Taxes	24,041	24,454	22,299	1,741	7.2%	2,155	8.8%
Pension and Retirement	20,220	20,636	17,917	2,304	11.4%	2,719	13.2%
Health and Benefit Insurance	95,697	102,862	116,398	(20,701)	(21.6%)	(13,536)	(13.2%)
Total Fringe Benefits	139,958	147,952	156,614	(16,656)	(11.9%)	(8,662)	(5.9%)
Total Personnel	475,995	489,804	466,026	9,969	2.1%	23,778	4.9%
Department Expenditures							
Total Operational	1,100,294	1,121,916	1,004,969	95,324	8.7%	116,947	10.4%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,100,294	1,121,916	1,004,969	95,324	8.7%	116,947	10.4%
Net Revenues / (Expenditures)	\$ (1,098,199)	\$ (1,119,822)	\$ (1,002,869)	\$ 95,330	9.5%	\$ 116,952	11.7%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 14 Cemetery](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	101,200	101,200	102,800	1,600	1.6%	1,600	1.6%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	500	500	500	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	101,700	101,700	103,300	1,600	1.6%	1,600	1.6%
Expenditures							
Salaries & Wages							
Base Pay	94,184	95,186	100,221	(6,037)	(6.4%)	(5,035)	(5.3%)
Overtime	5,240	4,355	3,007	2,233	42.6%	1,349	31.0%
Added Pay	6,444	5,363	660	5,784	89.8%	4,703	87.7%
Non Recurring Pay	1,935	956	964	971	50.2%	(8)	(0.9%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	107,803	105,860	104,851	2,951	2.7%	1,009	1.0%
Fringe Benefits							
Employer Payroll Taxes	7,893	7,697	7,540	353	4.5%	157	2.0%
Pension and Retirement	6,425	6,324	6,291	134	2.1%	33	0.5%
Health and Benefit Insurance	19,764	20,216	20,173	(409)	(2.1%)	43	0.2%
Total Fringe Benefits	34,082	34,237	34,004	78	0.2%	233	0.7%
Total Personnel	141,884	140,097	138,855	3,030	2.1%	1,242	0.9%
Department Expenditures							
Total Operational	193,912	174,217	197,048	(3,136)	(1.6%)	(22,831)	(13.1%)
Capital Expenditures	30,000	30,000	150,000	(120,000)	(400.0%)	(120,000)	(400.0%)
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	223,912	204,217	347,048	(123,136)	(55.0%)	(142,831)	(69.9%)
Net Revenues / (Expenditures)	\$ (122,212)	\$ (102,517)	\$ (243,748)	\$ (121,536)	(49.9%)	\$ (141,231)	(57.9%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 15 Streets

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud		
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 403,302	\$ 392,700	\$ 409,800	\$ 6,498	1.6%	\$ 17,100	4.4%
Sales Taxes	1,371,062	1,325,692	1,426,000	54,938	4.0%	100,308	7.6%
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	5,260,822	5,381,380	5,317,044	56,222	1.1%	(64,336)	(1.2%)
Fees, Permits and Licenses	862,711	832,390	50,000	(812,711)	(94.2%)	(782,390)	(94.0%)
Grants and Other Cost Sharing	7,604,657	7,604,657	6,264,000	(1,340,657)	(17.6%)	(1,340,657)	(17.6%)
Other Revenues	48,604	48,604	49,300	696	1.4%	696	1.4%
Other Bond & Lease Proceeds	5,059,000	5,566,250	5,340,000	281,000	5.6%	(226,250)	(4.1%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	20,610,158	21,151,672	18,856,144	(1,754,014)	(8.5%)	(2,295,528)	(10.9%)
Expenditures							
Salaries & Wages							
Base Pay	1,334,783	1,328,162	1,507,026	(172,244)	(12.9%)	(178,864)	(13.5%)
Overtime	58,206	62,355	42,447	15,760	27.1%	19,909	31.9%
Added Pay	140,203	126,905	8,640	131,563	93.8%	118,265	93.2%
Non Recurring Pay	32,727	29,812	14,491	18,237	55.7%	15,321	51.4%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	1,565,919	1,547,235	1,572,604	(6,685)	(0.4%)	(25,369)	(1.6%)
Fringe Benefits							
Employer Payroll Taxes	108,672	109,471	113,086	(4,414)	(4.1%)	(3,615)	(3.3%)
Pension and Retirement	90,776	90,518	94,356	(3,580)	(3.9%)	(3,838)	(4.2%)
Health and Benefit Insurance	498,567	516,744	576,329	(77,762)	(15.6%)	(59,585)	(11.5%)
Total Fringe Benefits	698,015	716,733	783,771	(85,756)	(12.3%)	(67,038)	(9.4%)
Total Personnel	2,263,934	2,263,968	2,356,375	(92,441)	(4.1%)	(92,407)	(4.1%)
Department Expenditures	2,970,187	2,983,813	2,672,989	297,198	10.0%	310,824	10.4%
Total Operational	5,234,121	5,247,781	5,029,364	204,758	3.9%	218,417	4.2%
Capital Expenditures	16,369,600	16,369,600	14,265,000	2,104,600	12.9%	2,104,600	12.9%
Other Expenditures							
Capital Leases	421,367	449,052	269,804	151,563	36.0%	179,248	39.9%
All Other	872,210	620,879	622,233	249,978	28.7%	(1,354)	(0.2%)
Total Other Expenditures	1,293,577	1,069,931	892,037	401,541	31.0%	177,895	16.6%
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	22,897,299	22,687,312	20,186,400	2,710,899	11.8%	2,500,912	11.0%
Net Revenues / (Expenditures)	\$ (2,287,141)	\$ (1,535,640)	\$ (1,330,256)	\$ 956,885	71.9%	\$ 205,383	15.4%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 16 Fleet Maintenance

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	5,001	4,298	5,100	99	2.0%	802	18.7%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	5,001	4,298	5,100	99	2.0%	802	18.7%
Expenditures							
Salaries & Wages							
Base Pay	795,253	805,084	838,734	(43,481)	(5.5%)	(33,650)	(4.2%)
Overtime	11,764	17,122	15,003	(3,239)	(27.5%)	2,118	12.4%
Added Pay	51,107	45,833	7,725	43,382	84.9%	38,108	83.1%
Non Recurring Pay	10,642	8,950	8,065	2,578	24.2%	885	9.9%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	868,767	876,988	869,527	(760)	(0.1%)	7,462	0.9%
Fringe Benefits							
Employer Payroll Taxes	62,893	63,982	63,121	(228)	(0.4%)	861	1.3%
Pension and Retirement	53,023	53,477	52,361	662	1.2%	1,117	2.1%
Health and Benefit Insurance	253,053	261,519	265,772	(12,720)	(5.0%)	(4,254)	(1.6%)
Total Fringe Benefits	368,968	378,978	381,255	(12,286)	(3.3%)	(2,276)	(0.6%)
Total Personnel	1,237,735	1,255,967	1,250,781	(13,046)	(1.1%)	5,185	0.4%
Department Expenditures							
Total Operational	1,502,023	1,487,599	1,468,929	33,094	2.2%	18,670	1.3%
Capital Expenditures	500,000	500,000	-	500,000	100.0%	500,000	100.0%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	2,002,023	1,987,599	1,468,929	533,094	26.6%	518,670	26.1%
Net Revenues / (Expenditures)	\$ (1,997,022)	\$ (1,983,302)	\$ (1,463,829)	\$ 533,192	36.4%	\$ 519,472	35.5%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 17 Solid Waste

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	3,360,023	3,300,114	3,116,757	(243,266)	(7.2%)	(183,357)	(5.6%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	2,177	-	2,200	23	1.1%	2,200	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	<u>3,362,200</u>	<u>3,300,114</u>	<u>3,118,957</u>	<u>(243,242)</u>	<u>(7.2%)</u>	<u>(181,157)</u>	<u>(5.5%)</u>
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Personnel	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Department Expenditures	3,452,105	3,319,525	3,115,776	336,329	9.7%	203,748	6.1%
Total Operational	<u>3,452,105</u>	<u>3,319,525</u>	<u>3,115,776</u>	<u>336,329</u>	<u>9.7%</u>	<u>203,748</u>	<u>6.1%</u>
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers (Expenditures)	1,000	1,000	1,000	-	-	-	-
Total Expenditures	<u>3,453,105</u>	<u>3,320,525</u>	<u>3,116,776</u>	<u>336,329</u>	<u>9.7%</u>	<u>203,748</u>	<u>6.1%</u>
Net Revenues / (Expenditures)	\$ (90,905)	\$ (20,411)	\$ 2,181	\$ 93,086	4268.1%	\$ 22,592	1035.8%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 18 Planning](#)

	2019-20		2020-21				
	9+3			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	284,148	261,166	114,600	(169,548)	(59.7%)	(146,566)	(56.1%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	50	-	100	50	100.0%	100	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	284,198	261,166	114,700	(169,498)	(59.6%)	(146,466)	(56.1%)
Expenditures							
Salaries & Wages							
Base Pay	168,911	178,229	186,386	(17,474)	(10.3%)	(8,157)	(4.6%)
Overtime	720	949	1,934	(1,215)	(168.8%)	(985)	(103.8%)
Added Pay	10,001	9,349	420	9,581	95.8%	8,929	95.5%
Non Recurring Pay	3,504	3,504	1,792	1,712	48.9%	1,712	48.9%
Reimbursements	(29)	(29)	-	(29)	100.0%	(29)	100.0%
Total Salaries & Wages	183,107	192,002	190,532	(7,425)	(4.1%)	1,470	0.8%
Fringe Benefits							
Employer Payroll Taxes	12,943	13,676	13,708	(765)	(5.9%)	(31)	(0.2%)
Pension and Retirement	10,924	11,500	11,499	(575)	(5.3%)	1	0.0%
Health and Benefit Insurance	45,412	44,788	27,355	18,057	39.8%	17,433	38.9%
Total Fringe Benefits	69,279	69,964	52,562	16,717	24.1%	17,403	24.9%
Total Personnel	252,386	261,966	243,094	9,292	3.7%	18,872	7.2%
Department Expenditures	347,006	54,608	48,527	298,479	86.0%	6,081	11.1%
Total Operational	599,391	316,575	291,621	307,771	51.3%	24,954	7.9%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	599,391	316,575	291,621	307,771	51.3%	24,954	7.9%
Net Revenues / (Expenditures)	\$ (315,193)	\$ (55,408)	\$ (176,921)	\$ 138,272	78.2%	\$ (121,512)	(68.7%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 19 Permits](#)

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	1,005,390	976,100	976,100	(29,290)	(2.9%)	-	-
Grants and Other Cost Sharing	1,050,000	1,050,000	-	(1,050,000)	(100.0%)	(1,050,000)	(100.0%)
Other Revenues	1,753	1,753	1,800	47	2.7%	47	2.7%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	10,000	10,000	10,000	-	-	-	-
Total Revenue	2,067,143	2,037,853	987,900	(1,079,243)	(52.2%)	(1,049,953)	(51.5%)
Expenditures							
Salaries & Wages							
Base Pay	434,562	438,337	477,609	(43,047)	(9.9%)	(39,272)	(9.0%)
Overtime	7,086	9,203	7,735	(649)	(9.2%)	1,467	15.9%
Added Pay	26,040	23,605	2,460	23,580	90.6%	21,145	89.6%
Non Recurring Pay	1,717	586	616	1,101	64.1%	(30)	(5.1%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	469,405	471,730	488,420	(19,014)	(4.1%)	(16,690)	(3.5%)
Fringe Benefits							
Employer Payroll Taxes	33,795	34,022	35,101	(1,306)	(3.9%)	(1,080)	(3.2%)
Pension and Retirement	27,872	28,176	29,788	(1,917)	(6.9%)	(1,613)	(5.7%)
Health and Benefit Insurance	162,906	181,585	204,058	(41,152)	(25.3%)	(22,473)	(12.4%)
Total Fringe Benefits	224,573	243,782	268,948	(44,375)	(19.8%)	(25,165)	(10.3%)
Total Personnel	693,978	715,512	757,367	(63,389)	(9.1%)	(41,855)	(5.8%)
Department Expenditures							
Total Operational	1,287,440	1,282,753	148,684	1,138,756	88.5%	1,134,069	88.4%
Total Operational	1,981,418	1,998,265	906,051	1,075,366	54.3%	1,092,213	54.7%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	(80)	-	(81)	1	(1.6%)	81	-
Total Other Expenditures	(80)	-	(81)	1	(1.6%)	81	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,981,338	1,998,265	905,970	1,075,368	54.3%	1,092,295	54.7%
Net Revenues / (Expenditures)	\$ 85,805	\$ 39,588	\$ 81,930	\$ (3,875)	(4.7%)	\$ 42,341	51.7%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 20 Police Department

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	50,868	46,064	36,300	(14,568)	(28.6%)	(9,764)	(21.2%)
Grants and Other Cost Sharing	60,947	58,204	45,500	(15,447)	(25.3%)	(12,704)	(21.8%)
Other Revenues	75,143	52,674	34,100	(41,043)	(54.6%)	(18,574)	(35.3%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	186,958	156,942	115,900	(71,058)	(38.0%)	(41,042)	(26.2%)
Expenditures							
Salaries & Wages							
Base Pay	7,554,191	7,720,837	8,034,199	(480,009)	(6.4%)	(313,363)	(4.1%)
Overtime	105,300	148,613	154,557	(49,257)	(46.8%)	(5,945)	(4.0%)
Added Pay	824,619	803,061	568,416	256,203	31.1%	234,645	29.2%
Non Recurring Pay	255,566	237,483	145,848	109,718	42.9%	91,636	38.6%
Reimbursements	(70,465)	(85,353)	(75,000)	4,535	(6.4%)	(10,353)	12.1%
Total Salaries & Wages	8,669,211	8,824,641	8,828,020	(158,809)	(1.8%)	(3,379)	(0.0%)
Fringe Benefits							
Employer Payroll Taxes	643,773	665,567	675,344	(31,571)	(4.9%)	(9,777)	(1.5%)
Pension and Retirement	1,016,161	1,021,688	1,027,711	(11,551)	(1.1%)	(6,023)	(0.6%)
Health and Benefit Insurance	1,652,127	1,770,973	1,851,557	(199,430)	(12.1%)	(80,584)	(4.6%)
Total Fringe Benefits	3,312,060	3,458,228	3,554,612	(242,551)	(7.3%)	(96,384)	(2.8%)
Total Personnel	11,981,272	12,282,869	12,382,632	(401,360)	(3.3%)	(99,763)	(0.8%)
Department Expenditures							
Total Operational	13,633,508	13,887,636	13,938,661	(305,153)	(2.2%)	(51,025)	(0.4%)
Capital Expenditures	1,181,885	1,181,885	450,000	731,885	61.9%	731,885	61.9%
Other Expenditures							
Capital Leases	176,000	176,000	66,138	109,862	62.4%	109,862	62.4%
All Other	-	-	-	-	-	-	-
Total Other Expenditures	176,000	176,000	66,138	109,862	62.4%	109,862	62.4%
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	14,991,393	15,245,521	14,454,799	536,594	3.6%	790,722	5.2%
Net Revenues / (Expenditures)	\$ (14,804,435)	\$ (15,088,579)	\$ (14,338,899)	\$ 465,537	3.2%	\$ 749,680	5.2%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 21 Fire & Rescue](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	2,891,340	2,857,355	1,957,598	(933,742)	(32.3%)	(899,757)	(31.5%)
Grants and Other Cost Sharing	39,169	6,451	2,000	(37,169)	(94.9%)	(4,451)	(69.0%)
Other Revenues	16,145	16,145	13,000	(3,145)	(19.5%)	(3,145)	(19.5%)
Other Bond & Lease Proceeds	250,000	250,000	1,400,000	1,150,000	460.0%	1,150,000	460.0%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	3,196,654	3,129,952	3,372,598	175,944	5.5%	242,646	7.8%
Expenditures							
Salaries & Wages							
Base Pay	5,227,576	5,175,617	5,422,174	(194,598)	(3.7%)	(246,557)	(4.8%)
Overtime	308,528	292,867	41,969	266,560	86.4%	250,898	85.7%
Added Pay	237,708	348,869	452,606	(214,898)	(90.4%)	(103,737)	(29.7%)
Non Recurring Pay	21,919	32,148	47,446	(25,527)	(116.5%)	(15,298)	(47.6%)
Reimbursements	(33,765)	(72,282)	(320,000)	286,235	(847.7%)	247,718	(342.7%)
Total Salaries & Wages	5,761,967	5,777,219	5,644,195	117,772	2.0%	133,024	2.3%
Fringe Benefits							
Employer Payroll Taxes	443,831	446,775	456,275	(12,444)	(2.8%)	(9,500)	(2.1%)
Pension and Retirement	586,210	552,544	628,924	(42,714)	(7.3%)	(76,380)	(13.8%)
Health and Benefit Insurance	877,560	878,455	1,190,204	(312,644)	(35.6%)	(311,749)	(35.5%)
Total Fringe Benefits	1,907,600	1,877,774	2,275,403	(367,802)	(19.3%)	(397,629)	(21.2%)
Total Personnel	7,669,568	7,654,993	7,919,598	(250,030)	(3.3%)	(264,604)	(3.5%)
Department Expenditures							
Total Operational	8,797,131	8,793,381	9,166,512	(369,381)	(4.2%)	(373,132)	(4.2%)
Capital Expenditures	775,010	775,010	1,510,000	(734,990)	(94.8%)	(734,990)	(94.8%)
Other Expenditures							
Capital Leases	108,694	108,694	80,000	28,694	26.4%	28,694	26.4%
All Other	-	-	-	-	-	-	-
Total Other Expenditures	108,694	108,694	80,000	28,694	26.4%	28,694	26.4%
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	9,680,835	9,677,085	10,756,512	(1,075,677)	(11.1%)	(1,079,428)	(11.2%)
Net Revenues / (Expenditures)	\$ (6,484,181)	\$ (6,547,133)	\$ (7,383,914)	\$ (899,733)	(12.2%)	\$ (836,781)	(11.3%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
Department: 23 Non Departmental

	2019-20		2020-21				
	8+4		2019-20 Fcst vs. 2020-21 Bud			2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 19,056,560	\$ 18,967,117	\$ 20,729,994	\$ 1,673,434	8.8%	\$ 1,762,877	9.3%
Sales Taxes	10,889,884	9,557,937	11,325,300	435,416	4.0%	1,767,363	18.5%
Occupation/Business Taxes	2,050,878	2,033,910	2,080,183	29,305	1.4%	46,273	2.3%
State Aid/Payments	1,741,268	1,429,224	2,900,352	1,159,084	66.6%	1,471,129	102.9%
Fees, Permits and Licenses	658,213	527,550	128,500	(529,713)	(80.5%)	(399,050)	(75.6%)
Grants and Other Cost Sharing	1,723,657	1,723,657	-	(1,723,657)	(100.0%)	(1,723,657)	(100.0%)
Other Revenues	416,856	368,856	323,800	(93,056)	(22.3%)	(45,056)	(12.2%)
Other Bond & Lease Proceeds	28,850	25,448	20,800	(8,050)	(27.9%)	(4,648)	(18.3%)
Transfers (Revenue)	332,000	332,000	407,000	75,000	22.6%	75,000	22.6%
Total Revenue	36,898,167	34,965,698	37,915,929	1,017,763	2.8%	2,950,231	8.4%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	(17,700)	-	(17,983)	283	(1.6%)	17,983	-
Total Salaries & Wages	(17,700)	-	(17,983)	283	(1.6%)	17,983	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	(106,439)	(66,081)	(414)	(106,025)	99.6%	(65,668)	99.4%
Total Fringe Benefits	(106,439)	(66,081)	(414)	(106,025)	99.6%	(65,668)	99.4%
Total Personnel	(124,139)	(66,081)	(18,397)	(105,742)	85.2%	(47,684)	72.2%
Department Expenditures	2,370,548	2,241,887	1,535,583	834,965	35.2%	706,304	31.5%
Total Operational	2,246,409	2,175,805	1,517,186	729,223	32.5%	658,619	30.3%
Capital Expenditures	1,840	-	-	1,840	100.0%	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	831,000	841,503	888,506	(57,506)	(6.9%)	(47,004)	(5.6%)
Total Other Expenditures	831,000	841,503	888,506	(57,506)	(6.9%)	(47,004)	(5.6%)
Transfers (Expenditures)	(383,049)	(359,378)	339,877	(722,926)	188.7%	(699,255)	194.6%
Total Expenditures	2,696,201	2,657,930	2,745,569	(49,369)	(1.8%)	(87,639)	(3.3%)
Net Revenues / (Expenditures)	\$ 34,201,966	\$ 32,307,768	\$ 35,170,360	\$ 968,394	2.8%	\$ 2,862,592	8.1%

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 24 IT](#)

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	22,318	21,391	19,400	(2,918)	(13.1%)	(1,991)	(9.3%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	22,318	21,391	19,400	(2,918)	(13.1%)	(1,991)	(9.3%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	390,385	389,336	461,001	(70,616)	(18.1%)	(71,665)	(18.4%)
Total Operational	390,385	389,336	461,001	(70,616)	(18.1%)	(71,665)	(18.4%)
Capital Expenditures	-	-	202,583	(202,583)	-	(202,583)	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	390,385	389,336	663,584	(273,199)	(70.0%)	(274,248)	(70.4%)
Net Revenues / (Expenditures)	\$ (368,067)	\$ (367,946)	\$ (644,184)	\$ (276,117)	(42.9%)	\$ (276,238)	(42.9%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2020-21 Annual Budget
[Department: 25 City Council](#)

	2019-20		2020-21				
	8+4			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-
Expenditures							
Salaries & Wages							
Base Pay	66,000	66,000	95,062	(29,062)	(44.0%)	(29,062)	(44.0%)
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	66,000	66,000	95,062	(29,062)	(44.0%)	(29,062)	(44.0%)
Fringe Benefits							
Employer Payroll Taxes	5,049	5,049	7,272	(2,223)	(44.0%)	(2,223)	(44.0%)
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	(749)	(749)	-	(749)	100.0%	(749)	100.0%
Total Fringe Benefits	4,300	4,300	7,272	(2,972)	(69.1%)	(2,972)	(69.1%)
Total Personnel	70,300	70,300	102,335	(32,034)	(45.6%)	(32,034)	(45.6%)
Department Expenditures	10,196	10,196	13,621	(3,425)	(33.6%)	(3,425)	(33.6%)
Total Operational	80,496	80,496	115,956	(35,459)	(44.1%)	(35,459)	(44.1%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	80,496	80,496	115,956	(35,459)	(44.1%)	(35,459)	(44.1%)
Net Revenues / (Expenditures)	\$ (80,496)	\$ (80,496)	\$ (115,956)	\$ (35,459)	(30.6%)	\$ (35,459)	(30.6%)

City of Bellevue
Statement of Revenues and Expenditures by Fund
2020-21 Annual Budget

[Fund: 99 Bellevue City Municipal Building Corporation](#)

	2019-20		2020-21				
	8+4		Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bud	
	Forecast	Budget		Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20		Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	582,388	577,295	522,569	(59,818)	(10.3%)	(54,726)	(9.5%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	106,371	106,371	-	(106,371)	(100.0%)	(106,371)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	688,758	683,666	522,569	(166,189)	(24.1%)	(161,096)	(23.6%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	67,155	113,540	81,446	(14,292)	(21.3%)	32,093	28.3%
Total Operational	67,155	113,540	81,446	(14,292)	(21.3%)	32,093	28.3%
Capital Expenditures	229,193	100,000	-	229,193	100.0%	100,000	100.0%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	29,926	29,926	31,000	(1,074)	(3.6%)	(1,074)	(3.6%)
Total Other Expenditures	29,926	29,926	31,000	(1,074)	(3.6%)	(1,074)	(3.6%)
Transfers (Expenditures)	383,049	359,378	410,123	(27,074)	(7.1%)	(50,745)	(14.1%)
Total Expenditures	709,323	602,844	522,569.48	186,753	26.3%	80,274	13.3%
Net Revenues / (Expenditures)	\$ (20,564)	\$ 80,822	- \$	20,564	-	\$ (80,822)	-

**City of Bellevue
Capital Expenditures and Funding
2020-21 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Streets One and Six #</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
07 - Library	7030 Facilities Improvements	LI 21(1)		Design & Renovation 2020-21	\$ 4,500,000	Various Organizations	11.1%	500,000	\$ 4,000,000	\$ 4,000,000
					\$ 4,500,000			\$ 500,000	\$ 4,000,000	\$ 4,000,000
09 - Code Enforcement	7110 Lease/Purchase - Vehicles			Vehicles	\$ 43,250				\$ 43,250	\$ -
					\$ 43,250			\$ -	\$ 43,250	\$ -
11 - Parks	7040 Park Improvement	PK21(1)		PK 21(1) ADA playground equipment updates	\$ 100,000			\$ -	\$ 100,000	\$ -
11 - Parks	7040 Park Improvement	PK21(2)		PK 21(2) Ballfield updates	\$ 75,000			\$ -	\$ 75,000	\$ -
11 - Parks	7040 Park Improvement	PK21(3)		PK 21(3) Highway 75 trail	\$ 75,000			\$ -	\$ 75,000	\$ -
11 - Parks	7040 Park Improvement	PK21(3)		PK 21 (4) SW Bellevue Splashpad and Restroom (Phase 2-Carryover PK 20(3))	\$ 1,200,000			\$ -	\$ 1,200,000	\$ 1,200,000
11 - Parks	7040 Park Improvement	PK21(4)		PK 21 (5) Park Improvements	\$ 200,000			\$ -	\$ 200,000	\$ -
					\$ 1,650,000			\$ -	\$ 1,650,000	\$ 1,200,000
14 - Cemetery	7030 Facilities Improvements	CE 21(1)	0	CE 21(1) Electronic Information Kiosk	\$ 50,000			\$ -	\$ 50,000	\$ -
14 - Cemetery	7030 Facilities Improvements	CE 21(2)	0	CE 21(2) Roadway Repairs/Resurfacing	\$ 100,000			\$ -	\$ 100,000	\$ -
					\$ 150,000			\$ -	\$ 150,000	\$ -

**City of Bellevue
Capital Expenditures and Funding
2020-21 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Streets One and Six #</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
15 - Streets	7010 Street Improvements	ST 21(1)	0	2021 Major Street Resurfacing (AC Funding)	\$ 1,255,000	NDOT	0.0%	\$ -	\$ 1,255,000	\$ 1,255,000
15 - Streets	7010 Street Improvements	ST 21(2)	0	ST 21(2) 2021 Concrete Projects	\$ 1,220,000		0.0%	\$ -	\$ 1,220,000	\$ 1,220,000
15 - Streets	7010 Street Improvements	ST 21(3)	0	ST 21(3) 2021 Overlay Projects	\$ 1,305,000		0.0%	\$ -	\$ 1,305,000	\$ 1,305,000
15 - Streets	7010 Street Improvements	ST 21(4)	0	ST 21(4) 2021 Reconstruction Projects	\$ 750,000		0.0%	\$ -	\$ 750,000	\$ 750,000
15 - Streets	7010 Street Improvements	ST 21(5)	0	So 36th St	\$ 7,730,000	NDOT	80.0%	\$ 6,184,000	\$ 1,546,000	\$ -
15 - Streets	7010 Street Improvements	ST 21(6)	0	ST 21(6) Bridge Repairs	\$ 250,000		0.0%	\$ -	\$ 250,000	\$ 250,000
15 - Streets	7010 Street Improvements	ST 21(7)	0	ST 21(8) Drainage Improvements	\$ 560,000		0.0%	\$ -	\$ 560,000	\$ 560,000
15 - Streets	7010 Street Improvements	ST 21(8)	0	ST 21(9) 26th St to Sarpy Ave, Olive St to Chandler Rd Improvements	\$ 80,000		100.0%	\$ 80,000	\$ -	\$ -
15 - Streets	7010 Street Improvements	ST 21(9)	0	ST 21(10) Willow Springs; s/15th St ACCESS ROAD	\$ 250,000		0.0%	\$ -	\$ 250,000	\$ -
15 - Streets	7010 Street Improvements	ST 21(10)	0	ST 21(11) Wall Rehabilitation	\$ 200,000		0.0%	\$ -	\$ 200,000	\$ -
15 - Streets	7010 Street Improvements	ST 21(11)	0	ST 21(27) Vehicles and Equipment	\$ 665,000		0.0%	\$ -	\$ 665,000	\$ -
					\$ 14,265,000			\$ 6,264,000	\$ 8,001,000	\$ 5,340,000
20 - Police	7140 Communication Equipment	PO 21(1)		PO 21(1) Tablets for patrol/investigations	\$ 250,000				\$ 250,000	
20 - Police	7140 Communication Equipment	PO 21(2)		PO 21 (2) Replace all Radar Units	\$ 200,000				\$ 200,000	
					\$ 450,000			\$ -	\$ 450,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 21(1)		Replace Aerial	\$ 1,400,000				\$ 1,400,000	\$ 1,400,000
21 - Fire & Rescue	7010 Street Improvements	FI 21(2)		Fire Training Parking Lot Improvement Phase 3	\$ 110,000		0%	\$ -	\$ 110,000	\$ -
					\$ 1,510,000			\$ -	\$ 1,510,000	\$ 1,400,000
24 - IT	7140 Communication Equipment	IT21(1)		Replace Phone System	\$ 202,583		0%	\$ -	\$ 202,583	\$ -
					\$ 202,583			\$ -	\$ 202,583	\$ -
					\$ 22,770,833			\$ 6,764,000	\$ 16,006,833	\$ 11,940,000

**City of Bellevue
Capital Expenditures and Funding
2020-21 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Streets One and Six #</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
<u>Fund 20-Wastewater</u>										
F20 - Wastewater	7000 Sewer Construction	WW 21(1)		WW 21(1) CIPP Pipeline Rehabilitation	\$ 130,000		0%	\$ -	\$ 130,000	
F20 - Wastewater	7000 Sewer Construction	WW 21(2)		WW 21(2) Sewer System Modeling	\$ 50,000		0%	\$ -	\$ 50,000	
F20 - Wastewater	7000 Sewer Construction	WW 21(3)		WW 21(3) Sewer Master Plan	\$ 60,000		0%	\$ -	\$ 60,000	
F20 - Wastewater	7000 Sewer Construction	WW 21(4)		WW 21(4) South Lift Station - FLOOD RECOVERY	\$ 1,700,000		0%	\$ -	\$ 1,700,000	\$ 1,700,000
					\$ 1,940,000			\$ -	\$ 1,940,000	\$ 1,700,000
<u>Other Funds</u>										
F55 - Economic Developer	7030 Facilities Improvements	ED 21(1)		LB 840 Infrastructure Improvements	\$ 750,000		0%	\$ -	\$ 750,000	\$ -
F99 - Bldg. Corp.					\$ -			\$ -		
					\$ 750,000			\$ -	\$ 750,000	\$ -
Total - All Funds					\$ 25,460,833			\$ 6,764,000	\$ 18,696,833	\$ 13,640,000

**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
\$ 26,783,539.30	Total Personal and Real Property Tax Required

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
Total Bonded Indebtedness	\$ 94,875,495.73

\$ 4,390,744,147 **Total Certified Valuation (All Counties)**
(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.

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.

County Clerk's Use ONLY

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

Questions - E-Mail: 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	\$ 23,264,179.96
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	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 18,799,302.39	\$ 21,230,661.63	\$ 23,514,179.96
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	\$ 69,020,644.99	\$ 44,139,689.83
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	Total Resources Available (Lines 5 thru 23)	\$ 96,309,520.68	\$ 149,762,996.75	\$ 118,581,073.58
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 75,078,859.05	\$ 126,248,816.79	\$ 92,768,000.92
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 21,230,661.63	\$ 23,514,179.96	\$ 25,813,072.66
27	Cash Reserve Percentage			39%
PROPERTY TAX RECAP		Tax from Line 6		\$ 26,518,355.30
		County Treasurer Commission at 1%		\$ 265,184.00
		Total Property Tax Requirement		\$ 26,783,539.30

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	
Total Tax Request	** \$ 26,783,539.30

** 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	\$ 25,813,072.66
Remaining Cash Reserve	\$ 25,813,072.66
Remaining Cash Reserve %	39%

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.

Transfer From:

Community Betterment Fund

Amount: \$753,000.00

Transfer To:

Economic Development Fund

Reason:

To provide funding for LB840 projects and reimburse audit and other expenses paid by General Fund.

Transfer From:

Wastewater Fund

Amount: \$264,000.00

Transfer To:

General Fund

Reason:

To reimburse insurance, audit and other expenses paid by General Fund.

Transfer From:

General Fund

Amount: \$1,000.00

Transfer To:

Wastewater Fund

Reason:

To reimburse Solid Waste postage expenses paid by Wastewater Fund.

Transfer From:

Debt Service Fund

Amount: \$150,000.00

Transfer To:

General Fund

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	\$ 6,470,845.15	\$ -	\$ 245,833.00	\$ 10,785,034.52	\$ 900,000.00	\$ 18,401,712.67
3	Public Safety - Police and Fire	\$ 23,105,173.18	\$ -	\$ 1,960,000.00	\$ 146,137.80	\$ -	\$ 25,211,310.98
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,029,363.66	\$ 13,600,000.00	\$ 665,000.00	\$ 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	\$ 3,862,997.44	\$ 6,150,000.00	\$ -	\$ -	\$ 3,000.00	\$ 10,015,997.44
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	\$ 6,731,486.53	\$ 1,940,000.00	\$ -	\$ 394,801.23	\$ 264,000.00	\$ 9,330,287.76
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 53,921,157.81	\$ 22,590,000.00	\$ 2,870,833.00	\$ 12,218,010.11	\$ 1,168,000.00	\$ 92,768,000.92

(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	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 56,073,999.83	\$ 17,482,363.77	\$ 3,856,925.00	\$ 47,742,528.19	\$ 1,093,000.00	\$ 126,248,816.79

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

City 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	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 52,026,414.40	\$ 3,377,300.22	\$ 2,316,819.96	\$ 16,165,324.47	\$ 1,193,000.00	\$ 75,078,859.05

- (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.

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/

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

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

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

City or Village of Bellevue in Sarpy County

2020-2021 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

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))		\$	16,864,470.00
LESS: Amount Spent During 2019-2020	(4)	\$	17,482,363.77
LESS: Amount Expected to be Spent in Future Budget Years	(5)	\$	8,000,000.00
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(6)	\$	-
Motor Vehicle Tax	(7)	\$	1,102,000.00
Local Option Sales Tax	(8)	\$	12,751,300.00
Transfers of Surplus Fees	(9)	\$	-
Highway Allocation and Incentives	(10)	\$	5,317,044.00
MIRF	(11)	\$	-
Motor Vehicle Fee	(12)	\$	409,800.00
Municipal Equalization Fund	(13)	\$	2,900,352.49
Insurance Premium Tax	(14)	\$	-
Nameplate Capacity Tax	(15a)	\$	-

TOTAL RESTRICTED FUNDS (A)	(16)	\$	49,958,035.79
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Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	20,100,000.00	(17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		\$	8,000,000.00	(18)
Agrees to Line (6).				
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 (Public Airports Only)	(24)			
Judgments	(25)			
Refund of Property Taxes to Taxpayers	(26)			
Repairs to Infrastructure Damaged by a Natural Disaster	(27)			

TOTAL LID EXCEPTIONS (B)	(28)	\$	21,684,886.23
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TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	\$ 28,273,149.56
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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 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 & Rennovation 2020-21	\$	4,500,000.00
Cemetery Roadway Repairs/Resurfacing	\$	100,000.00

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)	<input type="text"/>	
Off Street Parking District Levy	(15)	<input type="text" value="0.000000"/>	0.000000
Other	(16)		<u>0.000000</u>
Total Levy for Compliance Purposes			<u><u>0.420000</u></u> (A)

Levy Authority

Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		<input type="text" value="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 18th 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	\$ 92,768,000.92
2020-2021 Necessary Cash Reserve	\$ 25,813,072.66
2020-2021 Total Resources Available	\$ 118,581,073.58
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 1st day of September 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	92,768,000.92	-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 Meropolitan 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

\$ -

RESOLUTION NO. 2019-35

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

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 type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Fiscal Year 2021-2026 Capital Improvement Plan and a Request to approve the amended Fiscal Year 2019-2020 Public Works Capital Improvement Plan. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the current budget and includes proposed amendments from the Public Works department. The first year of the CIP corresponds with the FY 2020 proposed amendment. For FY 2020, the proposed Capital Projects total \$21,716,155 with \$11,965,655 being funded by the City and \$14,974,500 funded by outside sources. The next year corresponds with the proposed annual budget. For FY 2021, the proposed Capital Projects total \$25,460,833 with \$18,531,000 being funded by the City and \$6,684,400 being funded from outside sources. The total cost of all projects shown in the CIP is \$123,768,175 with \$98,857,175 being funded by the City and \$30,135,000 coming from outside sources.

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:

Planning Department is recommending approval of the CIP. Planning Commission recommended approval of the CIP as presented.

ATTACHMENTS:

1. PC Recommendation Sheet
2. Fiscal Year 2019-2020 amended and 2021-2026 Capital Improvement Plan
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]

MEMORANDUM

TO: Planning Commission Members
FROM: Angela Curry, Assistant Planning Manager
DATE: July 29, 2020
SUBJECT: Proposed FY 2021-2026 City of Bellevue Capital Improvement Plan

Attached for your review is the proposed City of Bellevue Capital Improvement Plan for Fiscal Years 2019 (Amended) through 2026.

This year, the CIP includes proposed amendments by the Public Works Department to the 2019 through 2020 fiscal year spreadsheet from the 2020 through 2025 City of Bellevue Capital Improvement Plan. Public Works states changes are based on the projected needs for the remaining year and will reduce the overall Public Works budget by \$380,000. Also included is an amendment in Parks Department for the total cost of the Amphitheater Design reducing cost from \$75,000.00 to \$26,800.00. This information corresponds with the amended budget approved on June 2, 2020 and a new contract agreement between the City of Bellevue and HGM Associates, Inc..

As with past CIPs, the document lists projects by department for each of the years of the plan. For each project, the total cost is shown along with any outside funding sources and the amount of the funding. The source of City funding is the General Fund, unless otherwise shown. For projects beyond the upcoming annual budget, the funding sources are shown where they have been identified. The total for each department, as well as the yearly total is also included. Following the list of projects and costs is a list of the projects with a brief description.

The first year of the CIP corresponds with the proposed amendments for FY 2020, the proposed Capital Projects total \$21,716,155 with \$11,965,655 being funded by the City and \$14,974,500 being funded from outside sources. The next year corresponds with the proposed annual budget. For FY 2021, the proposed Capital Projects total \$25,460,833 with \$18,531,000 being funded by the City and \$6,684,000 being funded from outside sources. The total cost of all capital projects shown in the CIP is \$123,768,175 with \$98,857,175 being funded by the City and \$30,135,000 coming from outside sources.

The CIP includes several major projects. Major projects include a library renovation (\$9,000,000), and a new Public Works/Streets facility (\$7,500,000). Significant road improvement projects within the plan include 36th Street from Highway 370 to Platteview Road, 36th Street between Cornhusker Road and Highway 370, and 25th Street between Cornhusker and Gilmore Roads.

Funding for the upcoming fiscal year includes an allocation of \$750,000 for projects within the designated LB 840 area. This amount is carried over into each year of the plan.

FY 2020-21 THROUGH FY 2025-2026

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2019-20(New)</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>TOTAL</u>
Administrative Services	-	-	70,000	-	-	-	70,000
Building Maintenance	-	-	75,000	-	-	-	75,000
Cemetery	30,000	150,000	-	-	-	-	180,000
Code Enforcement	-	43,250	-	-	-	-	43,250
Fire	617,970	1,510,000	2,410,000	805,000	1,010,000	1,275,000	7,627,970
Fleet Maintenance	500,000	-	-	-	-	-	500,000
Information Technology(IT)	-	202,583	-	-	-	-	202,583
Library	-	4,500,000	4,500,000	-	-	200,000	9,200,000
Parks	1,216,700	1,650,000	425,000	-	-	-	3,291,700
Police	1,181,885	450,000	1,198,000	858,713	727,474	2,000,000	6,416,072
Public Works	242,000	-	200,000	200,000	200,000	75,000	917,000
Recreation	470,000	-	-	-	-	-	470,000
Streets	16,127,600	14,265,000	23,121,000	9,156,000	6,720,000	17,580,000	86,969,600
Wastewater	580,000	1,940,000	455,000	330,000	-	-	3,305,000
Economic Development	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000
TOTAL	21,716,155	25,460,833	33,204,000	12,099,713	9,407,474	21,880,000	123,768,175
City funding	11,965,655	18,776,833	27,384,000	9,540,713	9,309,974	21,880,000	98,857,175
Funding from others	14,974,500	6,684,000	5,820,000	2,559,000	97,500	-	30,135,000

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2020

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Building Maintenance				
No capital projects this fiscal year				
Cemetery				
CE20 (1) Bobcat 5600	30,000	30,000		
Total	30,000	30,000		
Fire				
FI 20(1) Replace Medic 42	250,000	250,000		
FI 20(2) Replace Brush 3	75,000	75,000		
FI 20(3) Fire tower upgrade	172,970	172,970		
FI 20(4) Purchase ATV	10,000	10,000		
FI 20(5) Parking lot replacement at Fire Training Center (Section 2)	110,000	110,000		
Total	617,970	617,970		
Fleet Maintenance				
FL 20 (1) Fabrication Facility Addition to Fleet Building	500,000	500,000		
Total	500,000	500,000		
Library				
No capital projects this year				
Total	-	-		
Parks				
PK 20(1) ADA playground equipment updates	100,000	100,000		
PK 20(2) Ballfield updates	75,000	75,000		Baldwin
PK20 (3) Splashpad and Restroom (Phase 1)	400,000	400,000		
PK 20 (4) Tennis Court Lights	250,000		250,000	Stonecroft (grant)
PK 20 (6) Slope Mower	30,000	30,000		
PK 20 (5) American Heroes Park Improvements	150,000	150,000		
PK20 (7) Amphitheater Design for American Heroes Park	26,800	26,800		
PK20 (8) Washington Park Improvements	214,900		214,900	CDBG

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2020

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Total	<u>1,216,700</u>	<u>751,800</u>	<u>464,900</u>	
Police				
PO 17 (7) Cyber Crimes FREDC software	130,000	130,000		
PO 19 (3) LRMS software (carry-over)	168,885	168,885		
PO 20 (1) New Recording system and dictation eq	350,000	350,000	-	
PO 20 (2) Replacement of Totaled Vehicles	33,000	33,000	-	
PO 20 (3) Cruiser Replacement	500,000	500,000	-	
Total	<u>1,181,885</u>	<u>1,181,885</u>	<u>-</u>	
Public Works				
PW 20 (1) SID projects that were ongoing at time of annexations	242,000	242,000		
Total	<u>242,000</u>	<u>242,000</u>		
Recreation				
RE 20 (1) Field Lighting and Building Improvements	470,000		470,000	
Total	<u>470,000</u>		<u>470,000</u>	
Streets				
ST20 (1) Right-of-way Acquisition 36th Street	244,000	244,000		
ST 20 (2) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 1	200,000	40,000	160,000	
ST 20 (3) S 36th St; Sheridan to Platteview - YR 1 DESIGN/ENG., ROW	650,000	130,000	520,000	
ST 20 (4) South 25th St bridge (south of Capehart)	1,500,000	1,500,000		
ST 20 (5) S. 36th Street North Design	750,000	375,000	375,000	
ST 20(6) City-wide, various locations - concrete rehab	230,000	230,000	-	
ST 20 (7) Capehart Rd, Kennedy Frwy to Dow St	155,000	155,000		
ST 20(8) Giles Rd, 36th to 42nd St - RESURFACING	165,000	165,000	-	
ST 20 (9) 25th St, Cornhusker Rd to Gilmore Rd - reconstruction design/engineering	375,000	375,000	-	
ST 20 (10) 15th Street, Cornhusker to Thurston	155,000	155,000		
ST 20 (11) Betz Road, Martinview to Lloyd	375,000	375,000		
ST 20 (12) 36th St, Landings Dr to Cornhusker Rd resurfacing	280,000	280,000		
ST 20 (13) 25th St, Ponderosa Dr to Hwy 370 resurfacing	380,000	380,000		
ST 20 (14) Avery Road, Galvin to Fort Crook	185,000	185,000	-	
ST 20 (15) Vehicles and Equipment	2,123,000	2,123,000	-	

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2020

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
ST 20 (16) Street Dept./PW Facility	7,500,000	-	7,500,000	FEMA/NEMA/insurance
ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street	260,600	-	260,600	CDBG funding
ST 20 (2) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 1				City 20% funding (Total Cost does not include other agency cost of 5,224,000)
	1,480,000	1,480,000	5,224,000	
ST 20 (18) Capehart Rd; 27th to 36th St; RECONSTRUCTION, DESIGN/ENG-Carryover	400,000	400,000		
ST 20 (19) 15th St Extension; DESIGN/ASSESSMENT	200,000	200,000		
Total	<u>16,127,600</u>	<u>7,312,000</u>	<u>14,039,600</u>	
Wastewater				
WW 20(1) CIPP Pipeline Rehabilitation	230,000	230,000	-	Wastewater fund
WW 20(2) Sewer Jet	250,000	250,000	-	Wastewater fund
WW 20(3) SCADA Upgrades, Phase 3-4	100,000	100,000	-	Wastewater fund
Total	<u>580,000</u>	<u>580,000</u>	<u>-</u>	
Economic Development				
ND 20(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	
CAPITAL TOTAL ALL DEPARTMENTS	21,716,155	11,965,655	14,974,500	

PROJECT DESCRIPTIONS

CE20 (1) Bobcat 5600

- FI 20(1) Replace Medic 42--A 2002 International.
- FI 20(2) Replace Brush 3--A 1994 Chevy 3500 pick-up with water tank and pump
- FI 20(3) Fire tower upgrade to replace 20 year old system
- FI 20(4) Purchase a new ATV
- FI 20 (5) Parking lot replacement for Section 2 of the Fire Training Center

FL 20 (1) Fabrication Facility Addition to Fleet Building

- PK 20(1) ADA playground equipment updates--Replace aging equipment to meet current ADA standards in Washington Park
- PK 20(2) Ballfield updates--Update various ballfields as necessary
- PK 20(3) New southwest Bellevue splash pad and restroom at Lookingglass Park - Phase 1
- PK 20(4) New tennis court lights at Stonecroft courts
- PK 20 (5) American Heroes Park Improvements

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2020

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
PK 20 (6) Slope Mower				
PK 20 (7) Amphitheater Design for American Heroes Park				
PK 20 (8) Washington Park Improvements - ADA/ramps/perimeter sidewalks				
PO 17(7) FREDC Cyber Crimes Software				
PO 19(3) LRMS software (carry-over)				
PO 20(1) New recording system and dictation equipment - replacement for Road Patrol; equipment over 10 years old				
PO 20(2) Replacement of Totaled Vehicles				
PO 20(3) Cruiser replacement - 20 vehicles - including cruisers, vehicles for detectives, and Code Enforcement vehicles				
PW 20(1) Approved SID projects that were ongoing at time of the annexations				
RE 20(1) Field Lighting and Building Improvements				
ST 20(1) Right-of-Way acquisition for 36th Street				
ST 20(2) South 36th Street; Hwy 370 to Sheridan Rd - Phase 1 construction, Year 1				
ST 20(3) S 36th St; Sheridan to Platteview - YR 1 DESIGN/ENG., ROW				
ST 20(4) Replacement of S. 25th Street bridge - south of Capehart				
ST 20(5) South 36th Street North Design Hwy 370 to Cornhusker				
ST 20(6) City-wide, various locations - concrete rehab				
ST 20(7) Capehart Rd, Kennedy Frwy to Dow Street resurfacing				
ST 20(8) Giles Road, 36th to 42nd St, resurfacing				
ST 20(9) 25th Street, Cornhusker Rd to Gilmore Rd resurfacing				
ST 20(10) 15th Street, Cornhusker to Thurston resurfacing				
ST 20(11) Betz Road, Martinview to Lloyd resurfacing				
ST 20(12) 36th Street, Landings Drive to Cornhusker Rd resurfacing				
ST 20(13) 25th Street, Ponderosa Drive to Hwy 370 resurfacing				
ST 20(14) Avery Rd, Galvin to Fort Crook culvert replacement				
ST 20(15) Vehicles and Equipment				
ST 20(16) New Street Department/Public Works Facility				
ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street (continuation of previous project)				
ST 20 (18) Capehart Rd; 27th to 36th St; RECONSTRUCTION, DESIGN/ENG-Carryover				
WW 20(1) Pipeline Rehab, city-wide				
WW 20(2) The sewer jet in service is over 20 years old, the other sewer jet's cost of repair exceeds its value				
WW 20(3) SCADA Upgrades, Phase 3-4; automated communication system for sanitary lift station networks				
ND 20(1) Infrastructure--Funding for LB 840 program, possible projects to be determined				

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2021

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.				
Total	-	-	-	
Cemetery				
CE 21(1) Electronic Information Kiosk	50,000	50,000	-	
CE 21(2) Roadway Repairs/Resurfacing	100,000	100,000	-	
Total	150,000	150,000	-	
Code				
CO 21 (1) Vehicles	43,250	43,250	-	
Total	43,250	43,250	-	
Economic Development Fund				
ED 21(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 21 (1) New Aerial - Replace Truck 31 - 1996 Pierce 105' Aerial	1,400,000	1,400,000	-	
FI 21(2) Parking lot replacement at Fire Training Center (Phase 3)	110,000	110,000	-	
Total	1,510,000	1,510,000	-	

	Total	<u>1,510,000</u>	<u>1,510,000</u>	<u>-</u>	
Information Technology (IT)					
IT 21(1) Replace Current Phone System		202,583	202,583	-	
	Total	<u>202,583</u>	<u>202,583</u>	<u>-</u>	
Library					
LI 21(1) Library renovation project, phase 1		4,500,000	4,000,000	500,000	Private funding
	Total	<u>4,500,000</u>	<u>4,000,000</u>	<u>500,000</u>	
Parks					
PK 21(1) ADA playground equipment updates		100,000	100,000	-	
PK 21(2) Ballfield updates		75,000	75,000	-	
PK 21(3) Highway 75 trail		75,000	75,000	-	
PK 21 (4) Southwest Bellevue Splashpad and Restroom (Phase 2)		1,200,000	1,200,000	-	
PK 21 (5) Park Improvements		200,000	200,000	-	
	Total	<u>1,650,000</u>	<u>1,650,000</u>	<u>-</u>	
Police					
PO 21(1) Tablets for patrol/investigations		250,000	250,000	-	
PO 21 (2) Replace all Radar Units		200,000	200,000	-	
	Total	<u>450,000</u>	<u>450,000</u>	<u>-</u>	
Public Works					
No capital projects this fiscal year.		-	-	-	
	Total	<u>-</u>	<u>-</u>	<u>-</u>	
Recreation					

No capital projects this fiscal year.

Total	-	-	-
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Streets

ST 21(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	1,255,000	1,255,000	-	AC Funding
ST 21(2) 2021 Concrete Projects	1,220,000	1,220,000	-	See Project Description Below
ST 21(3) 2021 Overlay Projects	1,305,000	1,305,000	-	See Detail Listing
ST 21(4) 2021 Reconstruction Projects	750,000	750,000	-	See Detail Listing
ST 21(5) So 36th St	7,730,000	1,546,000	6,184,000	NDOT 80% cost share
ST 21(6) Bridge Repairs	250,000	250,000	-	See Detail Listing
ST 21(7) Drainage Improvements	560,000	560,000	-	See Detail Listing
ST 21(8) 26th St to Sarpy Ave, Olive St to Chandler Rd Improvements	80,000	80,000	-	Possible CDBG Project
ST 21(9) Willow Springs; s/15th St ACCESS ROAD	250,000	250,000	-	See Detail Listing
ST 21(10) Wall Rehabilitation	200,000	200,000	-	See Detail Listing
ST 21(11) Vehicles and Equipment	665,000	665,000	-	
Total	14,265,000	8,081,000	6,184,000	

Wastewater

WW 21(1) CIPP Pipeline Rehabilitation	130,000	130,000	-	Wastewater fund
WW 21(2) Sewer System Modeling	50,000	50,000	-	Wastewater fund
WW 21(3) Sewer Master Plan	60,000	60,000	-	Wastewater fund
WW 21(4) South Lift Station - FLOOD RECOVERY	1,700,000	1,700,000	-	Wastewater fund
Total	1,940,000	1,940,000	-	

CAPITAL TOTAL ALL DEPARTMENTS	25,460,833	18,776,833	6,684,000
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PROJECT DESCRIPTIONS

- CE 21(1) Electronic Information Kiosk - Purchase, Installation, & Programming
- CE 21(2) Repairs/resurfacing for undermined & deteriorating cemetery roads

- CO 21 (1) Vehicles

- ED 21(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

- FI 21(1) Replace Truck 31 which was taken out of service 3 years ago
- FI 20(2) Parking lot replacement at Fire Training Center (Phase 3)

IT 21(1) Replace Phone System with Mitel MiVoice connect platform through CoreTech

LI 21(1) Library renovation project, phase 1

PK 21(1) ADA playground equipment updates--Replace aging equipment to meet current ADA standards

PK 21(2) Ballfield updates--Update city ballfields as needed, locations to be determined

PK 21(3) City participation in Highway 75 trail system over Platte River

PK 21(4) Southwest Bellevue splashpad and restroom in Lookingglass Park - Phase 2

PK 21(5) Improvements to Various Parks

PO 21(1) Tablets for patrol/investigations--Tablets to replace outdated computers

PO 21(2) Replace all radar units

ST 21(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

M146(247) Chandler Rd W; 39th St, High Meadows Lane - RESURFACING

M146(273B) Capehart Rd; Ft Crook Rd to Dow St - RESURFACING

ST 21(2) 2021 Concrete Projects

M146(237A) Jewell Rd; Harvell Dr to Bellevue Blvd S - REHAB ADVANCE CONCRETE REPAIRS

M146(239A) Golden Hills Addition - REHAB ADVANCE CONCRETE REPAIRS

M146(243B) 25th St; Harrison St to Mose Ave - REHAB ADVANCE CONCRETE REPAIRS

M146(244A) 42nd St; Harrison St to Giles Rd - REHAB ADVANCE CONCRETE REPAIRS

M146(249A) Avery Rd.; Bellevue Blvd N to Ft Crook Rd - REHAB ADVANCE CONCRETE REPAIRS

ST 21(8) City-wide, various locations - CONCRETE PAVEMENT REHAB; YR 2

ST 21(3) 2021 Overlay Projects

M146(134) Sarpys Ave; Harrison St to Chandler Rd - RESURFACING

M146(219) Area s/ W 29th Ave to W 33rd Ave, Calhoun St to Wallace Ave -RE **1250000**

1250000

See Detail Listing

M146(220) Haworth Park; Payne Dr, River Dr - RESURFACING

M146(248) E 35th Ave, E 34th Ave, Hancock St (west of Harlan Lewis Rd) - RESURFACING

M146(272) S 21st St s/Cornhusker Rd; Pratt Ave, 21st to 23rd St - RESURFACING

ST 21(4) 2021 Reconstruction Projects

ST 21(4) Capehart Rd; 27th to 36th St - ENG/DESIGN-->

ST 21(21) Harlan Dr, Betz Rd to Arboretum - ENG/DESIGN -->

ST 21(22) Cornhusker Rd, 10th St to 25th St - ENG/DESIGN -->

ST 21(24) 36th St, Cornhusker to 370 - ENG/DESIGN -->

ST 21(25) Galvin Rd/Lincoln Rd, W Mission Ave - ENG/DESIGN -->

ST 21(26) Ft Crook Rd, S 13th St to Harlan Dr - ENG/DESIGN -->

250000

250000

See Detail Listing

ST 21(5) So 36th St

ST 21(5) M146(122C) So 36th St; Hwy 370 to Sheridan Rd - PHASE 1;

ST 21(7) S 36th St; Sheridan to Platteview

560000

560000

See Detail Listing

ST 21(6) Bridge Repairs

ST 21(11) Galvin Rd & Hansen Ave - ENG/DESIGN --> PEDESTRIAN BRIDGE REHAB

ST 21(20) Schilling Dr; 9th St to 13th St - ENG/DESIGN --> BRIDGE REPAIRS, PAVING

ST 21(7) Drainage Improvements

ST 21(6) Betz Ditch, south of Lloyd St - ENG/DESIGN, YR 1 --> DRAINAGE IMPROVEMENTS

ST 21(12) Area 19th to 18th, north of Chandler Rd - ENG/DESIGN --> DRAINAGE STRUCTURES

ST 21(13) Fontenelle Hills Addition near 502 Edgewood Ct - ENG/DESIGN; STORM SEWER REPAIRS AND DRAINAGE IMPROVI

ST 21(14) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - ENG/DESIGN --> DRAINAGE IMPROVEMENTS
 ST 21(15) E/25th St, Lynnwood Dr to Blackhawk Dr - Parcels #011293330, #01 250000 250000
 ST 21(16) College Heights; 407 MMK (Lot 177B) - ENG/DESIGN, EASEMENT--> EROSION MITIGATION, DRAINAGE IMPROVEMENTS
 ST 21(18) Drainage easement area behind 217 Bellevue Blvd S - ENG, DESIGN --> DRAINAGE IMPROVEMENTS, EROSION MITIGATION IN FY23

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15th Street/Willow Springs Project

ST 21(8) 26th St to Sarpy Ave, Olive St to Chandler Rd Improvements

200000

200000

See Detail Listing

ST 21(9) Willow Springs; s/15th St ACCESS ROAD

ST 21(17) Willow Springs; s/15th St, west to 25th St - ENG/DESIGN --> ACCESS ROAD
 ST 21(23) 15th St, S/ Cornhusker to 25th St - ENG/DESIGN --> ROADWAY INSTALLATION

ST 21(10) Wall Rehabilitation

ST 21(9) Lincoln Rd., Ludwig Dr to Mission Ave - DESIGN.ENG., WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES
 ST 21(10) Lincoln Rd., Lorraine Ave to Lorraine Dr - DESIGN.ENG., WALL, SIDEWALK INSTALLATION, PAVEMENT

ST 21(11) Vehicles and Equipment

WW 21(1) Continued rehab of pipeline beyond it's useful life - city-wide
 WW 21(2) Capture remaining basins and develop capacity model
 WW 21(3) Updated plan
 WW 21(4) South Lift Station - FLOOD RECOVERY

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2022

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
AS 22(1) Mini-bus replacement	70,000	18,000	52,000	Grant awarded by MAPA
Total	<u>70,000</u>	<u>18,000</u>	<u>52,000</u>	
Building Maintenance				
BM 22(1) New equipment and vehicles	75,000	75,000	-	
Total	<u>75,000</u>	<u>75,000</u>	<u>-</u>	
Cemetery				
No capital projects this fiscal year.	-	-		
Total	<u>-</u>	<u>-</u>	<u>-</u>	
Economic Development Fund				
ED 22(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	
Fire				

FI 22(1) Replace Brush 43	90,000	90,000	-
FI 22(2) Replace Engine/Tanker 44	775,000	775,000	-
FI 22(3) Replace Fire Car 1	65,000	65,000	-
FI 22(4) Hazmat/Utility replacement	700,000	700,000	-
FI 22(5) Replace Engine 21	675,000	675,000	-
FI 20(6) Parking lot replacement at Fire Training Center (Phase 4)	105,000	105,000	-

Total	<u>2,410,000</u>	<u>2,410,000</u>	<u>-</u>
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Information Technology (IT)

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
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Library

LI 22(1) Library renovation project, phase 2

Private funding

Total	<u>4,500,000</u>	<u>4,500,000</u>	<u>-</u>
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Parks

PK 22(1) Ballfield lights
 PK 22(2) ADA playground updates
 PK 22(3) Vehicle and equipment replacement

Total	<u>425,000</u>	<u>425,000</u>	<u>-</u>
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Police

PO 22(1) Tasers and cartridges
 PO 22(2) Cruiser purchase

300,000	300,000	-
198,000	198,000	-

PO 22(3) Body Cameras/Cruiser Cameras	700,000	700,000	-
Total	<u>1,198,000</u>	<u>1,198,000</u>	<u>-</u>

Public Works

PW 22(1) Citywide sidewalk installation	100,000	100,000	-
PW 22(2) Project Engineering	100,000	100,000	-
Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 22(1) Jewell Rd; Harvell Dr to Bellevue Blvd S	125,000	125,000	-
ST 22(2) Golden Hills Addition; Golden Blvd, Bline aver	525,000	525,000	-
ST 22(3) 25th St; Harrison St to Mose Ave	280,000	280,000	-
ST 22(4) 42nd St; Harrison St to Giles Rd	300,000	300,000	-
ST 22(5) Avery Rd; Bellevue Blvd N to Ft Crook Rd	225,000	225,000	-
ST 22(6) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave	217,000	217,000	-
ST 22(7) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St	430,000	430,000	-
ST 22(8) Bellaire Heights Addition; Crestridge Dr, Hillside Dr, Valleyview Dr	280,000	280,000	-
ST 22(9) Quail Creek; Outlot 2 Twin Creek Plaza	1,250,000	250,000	1,000,000
ST 22(10) Department Vehicles and Equipment	-	-	-
ST 22(11) Willow Springs	95,000	95,000	-
ST 22(12) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir	2,385,000	2,385,000	-
ST 22(13) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir	510,000	510,000	-

Amount to be determined

PK 22(1) Ballfield lights--Replace current lights and light poles at city ballfields
PK 22(2) ADA playground updates--Replace aging equipment to meet current ADA standards
PK 22(3) Vehicle and equipment replacement--Replace various department vehicles and equipment

PO 22(1) Tasers and cartridges--Replace all outdated tasers and cartridges
PO 22(2) Cruiser purchase--On-going program to replace 15 cruisers
PO 22(3) Body cameras/Cruiser Cameras

PW 22(1)Citywide sidewalk installation -- Continuation of city-wide program
PW 22(2) Project Engineering--Outsourced engineering for various projects

ST 22(1) Jewell Rd; Harvell Dr to Bellevue Blvd S - RESURFACING
ST 22(2) Golden Hills Addition; Golden Blvd, Bline Ave-RESURFACING
ST 22(3) 25th St; Harrison St to Mose Ave - RESURFACING
ST 22(4) 42nd St; Harrison St to Giles Rd - RESURFACING
ST 22(5) Avery Rd; Bellevue Blvd N to Ft Crook Rd - RESURFACING
ST 22(6) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - RESURFACING
ST 22(7) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St - RESURFACING
ST 22(8) Bellaire Heights Addition; Crestridge Dr, Hillside Dr, Valleyview Dr - RESURFACING
ST 22(9) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 -DRAINAGE IMPROVEMENNTS
ST 22(10) Department vehicles and Equipment -- Replacement of various department vehicles and equipment, to be determined
ST 22(11) Willow Springs - Drainage Improvements
ST 22(12) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir- RECONSTRUCTION
ST 22(13) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir, - RECONSTRUCTION
ST 22(14)36th St, Cornhusker Rd to Highway 370 - RECONSTRUCTION
ST 22(15) S 36th St - Sheridan Rd to Plattview Rd - PH 2 CONSTRUCTION, YR 1
ST 22(16) College Heights; Lot 177B - DRAINAGE AREA IMPROVEMENT
ST 22(17) S 28th Ave; Capehart Rd to Leawood Dr - REHAB ADVANCE CONCRETE REPAIRS
ST 22(18) s 29TH Ave; Capehart Rd to Southdale Plaza - REHAB ADVANCE CONCRETE REPAIRS
ST 22(19) Bernadette Ave, Margo St; 42nd to 48th - REHAB ADVANCE CONCRETE REPAIRS

WW 22(1) Continue rehab, city-wide
WW 22(2) Our utility vehicle is used in our emergency response to events, it is 30 years old and needs to be replaced
WW 22(3) Our CCTV Unit is over15 years old and should be scheduled for replacement

ND 22(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2023

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 23(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				

FI 23(1) Replace Engine 41	675,000	675,000	-
FI 23(2) Replace Fire Car 2	65,000	65,000	-
FI 23(3) Replace Fire Car 9	65,000	65,000	-
Total	<u>805,000</u>	<u>805,000</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Library

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Parks

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Police

PO 23(1) Cruiser purchase	500,000	500,000	-
PO 23(2) Tablets for Vehicles with Wi-Fi	331,239	331,239	-
PO 23(3) Pro-Phoenix LRMS	27,474	27,474	-
Total	<u>858,713</u>	<u>858,713</u>	<u>-</u>

Public Works

PW 23(1) Citywide sidewalk installation	100,000	100,000	-
PW 23(2) Project Engineering	100,000	100,000	-
Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 23(1) Hancock St.; E Mission Ave to E 29th Ave	600,000	600,000	-	
ST 23(2) Giles Rd; 42nd to 48th St	120,000	120,000	-	
ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr	400,000	400,000	-	
ST 23(4) S 21st St s/Cornhusker Rd; Pratt Ave, 21st to 23rd Street	255,000	255,000	-	
ST 23(5) Capehart Rd; Kennedy Freeway to Dow St	135,000	135,000	-	
ST 23(6) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave	160,000	160,000	-	
ST 23(7) Department Vehicles and Equipment	-	-	-	Amount to be determined
ST 23(8) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 2	2,980,000	596,000	2,384,000	NDOT 80% cost sharing
ST 23(9) Gilmore Lake Rd E/25th St	350,000	175,000	175,000	
ST 23(10) Area W/ Harlan Lewis Rd, Industrial Dr to Paradise Park	496,000	496,000	-	
ST 23(11) 36th & Chandler intersection	880,000	880,000	-	
ST 23(12) College Heights; Lot 177B	110,000	110,000	-	
ST 23(13) S 28th Ave; Capehart Rd to Leawood Dr	100,000	100,000	-	
ST 23(14) S 29th Ave; Capehart Rd to Southdale Plaza	60,000	60,000	-	
ST 23(15) Bernadette Ave, Margo St; 42nd to 48th	220,000	220,000	-	
ST 23(16) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct	380,000	380,000	-	
ST 23(17) Freeman Dr/Jackson St; Harvell Dr to Mission Ave	190,000	190,000	-	
ST 23(18) Cascio Addition; Kings Dr, Cascio Dr	210,000	210,000	-	
ST 23(19) Chandler Rd; Bellevue Blvd N to 25th St	1,020,000	1,020,000	-	
ST 23(20) Mission Ave; Main St to Lincoln Rd	345,000	345,000	-	

ST 23(21) High Meadows Ln, 39th St, Valleyview	145,000	145,000	-	
Total	<u>9,156,000</u>	<u>6,597,000</u>	<u>2,559,000</u>	
Wastewater				
WW 23(1) CIPP Pipeline Rehabilitation	130,000	130,000	-	Wastewater fund
WW 23(2) Bluff St Force Main replacement	200,000	200,000	-	Wastewater fund
Total	<u>330,000</u>	<u>330,000</u>	<u>-</u>	
CAPITAL TOTAL ALL DEPARTMENTS	12,099,713	9,540,713	2,559,000	

PROJECT DESCRIPTIONS

ED 23(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

- FI 23(1) Replace Pumper 41--1997 Seagrave
- FI 23(2) Replace Fire Car 2--Replace 2011 Tahoe
- FI 23(3) Replace Fire Car 9--Replace 2010 Tahoe

- PO 23(1) Cruiser purchase (on-going)
- PO 23(2) Tablet for vehicles with Wi-Fi
- PO 23(3) Pro-Phoenix LRMS software

- PW 23(1) Citywide sidewalk installation--Continuation of city-wide program
- PW 23(2) Project Engineering--Outsourced engineering for various projects

- ST 23(1) Hancock St.; E Mission Ave to E 29th Ave - REHAB ADVANCE CONCRETE REPAIRS
- ST 23(2) Giles Rd; 42nd to 48th St - REHAB ADVANCE CONCRETE REPAIRS
- ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr - DITCH REHAB; TREE CLEARING, BANK STABILIZATION, EROSION MITIGATION - YR 1
- ST 23(4) S 21st St s/Cornhusker Rd; Pratt Ave, 21st to 23rd St - RESURFACING
- ST 23(5) Capehart Rd; Kennedy Freeway to Dow St - REHAB ADVANCE CONCRETE REPAIRS

ST 23(6) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave - GROUT, SLIP-LINE CONCRETE DRAINAGE PIPE
ST 23(7) Department Vehicles and Equipment--Replace various department vehicles and equipment
ST 23(8) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 2
ST 23(9) Gilmore Lake Rd e/25th St - DRAINAGE, RECONSTRUCTION
ST 23(10) Area w/ Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS
ST 23(11) 36th & Chandler intersection - DRAINAGE STRUCTURES, SIDEWALKS, PAVING
ST 23(12) College Heights; Lot 177B - DRAINAGE AREA IMPROVEMENT
ST 23(13) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING
ST 23(14) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING
ST 23(15) Bernadette Ave, Margo St; 42nd to 48th - RESURFACING
ST 23(16) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct - REHAB ADVANCE CONCRETE REPAIRS
ST 23(17) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - REHAB ADVANCE CONCRETE REPAIRS
ST 23(18) Cascio Addition; Kings Dr, Cascio Dr - REHAB ADVANCE CONCRETE REPAIRS
ST 23(19) Chandler Rd; Bellevue Blvd N to 25th St - REHAB ADVANCE CONCRETE REPAIRS, MEDIAN
ST 23(20) Mission Ave; Main St to Lincoln Rd - REHAB ADVANCE CONCRETE REPAIRS
ST 23(21) High Meadows Ln, 39th St, Valleyview - REHAB ADVANCE CONCRETE REPAIRS

WW 23(1) CIPP Pipeline Rehabilitation
WW 23(2) Bluff St Force Main replacement

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2024

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 24(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				

FI 24(1) Replace Engine/Tanker 4	850,000	850,000	-
FI 24(2) Replace Utility 1	65,000	65,000	-
FI 24(3) Replace Brush 33	95,000	95,000	-
Total	<u>1,010,000</u>	<u>1,010,000</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Library

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Parks

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Police

PO 24(1) Cruiser purchase	500,000	500,000	-
PO 24(2) Pro Phoenix LRMS	27,474	27,474	-
PO 24(3) Servers	200,000	200,000	-
Total	<u>727,474</u>	<u>727,474</u>	<u>-</u>

Public Works

PW 24(1) Citywide sidewalk installation	100,000	100,000	
PW 24(2) Project Engineering	100,000	100,000	-
Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 24(1) Hancock St.; E Mission Ave to E 29th Ave	250,000	250,000	-	
ST 24(2) Giles Rd; 42nd to 48th St	210,000	210,000	-	
ST 24(3) E/25th St, Lynnwood Dr to Blackhawk Dr	400,000	400,000	-	
ST 24(4) Capehart Rd; Kennedy Freeway to Dow St	480,000	480,000	-	
ST 24(5) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct	710,000	710,000	-	NDOT 80% cost share
ST 24(6) Freeman Dr/Jackson St; Harvell Dr to Mission Ave	385,000	385,000	-	
ST 24(7) Cascio Addition; Kings Dr, Cascio Dr	360,000	360,000	-	
ST 24(8) Chandler Rd; Bellevue Blvd N to 25th St	925,000	925,000	-	
ST 24(9) Mission Ave; Main St to Lincoln Rd	855,000	855,000	-	Possible CDBG Project
ST 24(10) High Meadows Ln, 39th St, Valleyview	275,000	275,000	-	
ST 24(11) Ft Crook Rd; Cornhusker Rd to Capehart Rd	315,000	315,000	-	
ST 24(12) Willow Springs Addition; Lewis and Clark	220,000	220,000	-	
ST 24(13) Harrison St; Sarpy Ave to 48th St (Yr 1 - 36th to 48th	195,000	97,500	97,500	City of Omaha 50% cost share
ST 24(14) Blue Ridge Add; Oak Ridge Dr to 36th, Sherwood to Cori	315,000	315,000	-	
ST 24(15) Bellevue Blvd N; Prairie Ave to Gregg Rd	340,000	340,000	-	
ST 24(16) Bellevue Blvd S, Lord Blvd; Lincoln Rd to Franklin St	265,000	265,000	-	
ST 24(17) Area, Harrison to Borman, 45th to 48th St	130,000	130,000	-	
ST 24(18) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd	90,000	90,000	-	
ST 24(19) Department Vehicles and Equipment	-	-	-	Amount to be determined

Total	<u>6,720,000</u>	<u>6,622,500</u>	<u>97,500</u>
Wastewater			
No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
CAPITAL TOTAL ALL DEPARTMENTS	9,407,474	9,309,974	97,500

PROJECT DESCRIPTIONS

ED 24(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 24(1) Replace Engine/Tanker 4 --A 2000 Seagrave

FI 24(2) Replace Utility 1--A 2004 F 250 dual wheel pickup

FI 24(3) Replace Brush 33--A 2002 Chevy 3500 pick-up with water tank and pump

PO 24 (1) Cruiser purchase ongoing

PO 24 (2) Pro-Phoenix LRMS software

PO 24 (3) Servers

PW 24(1) Citywide sidewalk installation--Continuation of city-wide program

PW 24(2) Project Engineering--Outsourced engineering for various projects

ST 23(1) Hancock St.; E Mission Ave to E 29th Ave - RESURFACING

ST 23(2) Giles Rd; 42nd to 48th St - RESURFACING

ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr - DITCH REHAB; TREE CLEARING, BANK STABILIZATION, EROSION MITIGATION - YR 2

ST 24(4) Capehart Rd; Kennedy Freeway to Dow St - RESURFACING

ST 24(5) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct - RESURFACING

ST 24(6) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - RESURFACING

ST 24(7) Cascio Addition; Kings Dr, Cascio Dr - RESURFACING

ST 24(8) Chandler Rd; Bellevue Blvd N to 25th St - RESURFACING

ST 24(9) Mission Ave; Main St to Lincoln Rd - RESURFACING

- ST 24(10) High Meadows Ln, 39th St, Valleyview - RESURFACING
- ST 24(11) Ft Crook Rd; Cornhusker Rd to Capehart Rd - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(12) Willow Springs Addition; Lewis and Clark - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(13) Harrison St; Sarpy Ave to 48th St (Yr 1 - 36th to 48th) - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(14) Blue Ridge Add; Oak Ridge Dr to 36th, Sherwood to Cornhusker- REHAB ADVANCE CONCRETE
- ST 24(15) Bellevue Blvd N; Prairie Ave to Gregg Rd - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(16) Bellevue Blvd S, Lord Blvd; Lincoln Rd to Franklin St - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(17) Area, Harrison to Borman, 45th to 48th St - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(18) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - REHAB ADVANCE CONCRETE REPAIRS
- ST 24(19) Department Vehicles and Equipment to be determined

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2024

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 25(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 25 (1) Replace Medic 31	425,000	425,000	-	
FI 25 (2) Replace Engine 41	850,000	850,000	-	
Total	1,275,000	1,275,000	-	
Information Technology (IT)				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Library				
LI 25 (1) RFID System	200,000	200,000	-	

	Total	200,000	200,000	-
Parks				
No capital projects this fiscal year.				
	Total	-	-	-
Police				
PO 25 (1) Land Purchase		1,500,000	1,500,000	-
PO 25 (2) Range Outbuilding		500,000	500,000	-
	Total	2,000,000	2,000,000	-
Public Works				
PW 25(1) Project Engineering/Surveying		75,000	75,000	-
	Total	75,000	75,000	-
Recreation				
No capital projects this fiscal year.				
	Total	-	-	-
Streets				
ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)		4,975,000	4,975,000	-
ST 25(2) 2025 Concrete Projects		2,830,000	2,830,000	-
ST 25(3) 2025 Overlay Projects		2,550,000	2,550,000	-
ST 25(4) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR1		3,000,000	3,000,000	-
ST 25(5) Bellevue Blvd North; Prairie Ave TO 13th St - BRICK PAVER REHAB		185,000	185,000	-
ST 25(6) 25th & Chandler Rd - SIGNAL REPLACEMENT		285,000	285,000	-
ST 25(7) Willow Springs Addition; S/Hogantown Dr, b/t Lots 198,40 - DRAINAGE IMPROVEMENTS		95,000	95,000	-
ST 25(8) Fontenelle Hills Addition near 502 Edgewood Ct - STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT		100,000	100,000	-
ST 25(9) Willow Springs; s/15th St, west to 25th St - ACCESS ROAD		3,000,000	3,000,000	-
ST 25(10) Vehicles and Equipment		560,000	560,000	-
	Total	17,580,000	17,580,000	-
Wastewater				
No capital projects this fiscal year.				
	Total	-	-	-

AC Funding

CAPITAL TOTAL ALL DEPARTMENTS

21,880,000

21,880,000

PROJECT DESCRIPTIONS

ED 25(1) Infrastructure—Funding for LB 840 program, possible projects to be determined

FI 25(1) Replace Medic 31—A 2006 International Medic Unit

FI 25(2) Replace Engine 41—A 1997 Seagrave Pumper

PO 25(1) Land Purchase for Impound Lot/K-9 Complex

PO 25(2) Range Outbuilding

LI 25(1) Implement RFID (Radio Identification) System

PW 25(1) Project Engineering/Surveying

ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

ST 25(2) 2025 Concrete Projects

ST 25(3) 2025 Overlay Projects

ST 25(4) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR1

ST 25(5) Bellevue Blvd North; Prairie Ave TO 13th St - BRICK PAVER REHAB

ST 25(6) 25th & Chandler Rd - SIGNAL REPLACEMENT

ST 25(7) Willow Springs Addition; s/Hogantown Dr, b/t Lots 198,40 - DRAINAGE IMPROVEMENTS

ST 25(8) Fontenelle Hills Addition near 502 Edgewood Ct - STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT

ST 25(9) Willow Springs; s/15th St, west to 25th St - ACCESS ROAD

ST 25(10) Vehicles and Equipment

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2020		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

36th Street - Sheridan to Platteview, Urban Widening, Phase 2, Agreement with Midwest Right of Way Services, Inc.

SYNOPSIS/BACKGROUND:

This agreement between the City of Bellevue and Midwest Right of Way Services, Inc. is for the 36th Street - Sheridan to Platteview, Urban Widening Project, Phase 2, (MAPA-3773(1), Control No. 22288). Midwest Right of Way Services Inc. will negotiate on behalf of the City with the owners of each tract for the acquisition of right-of-way regarding the 36th Street Improvement Project. The fees are outlined in Appendix "B" of the agreement totaling \$227,475.00. This project is an 80/20 split with the Nebraska Department of Transportation; therefore, the City's share is not to exceed \$45,495.00. This is part of Phase 2 of the project.

FISCAL IMPACT: \$45,495.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 36th Street - Sheridan to Platteview, Urban Widening, Phase 2, Right of Way Services		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 36th Street, Sheridan to Platteview, MAPA-3773(1), Control No. 22288		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: S. 36th Street, Sheridan to Platteview (Phase 2)	CIP PROJECT NUMBER: ST20(3)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 10-15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Request approval of Resolution 2020-37 and the Acquisition Services Agreement by the City Council and authorize the Mayor to sign Resolution 2020-37 and the Agreement between the City of Bellevue and Midwest Right of Way Services, Inc. not to exceed \$227,475.00 for the 36th Street - Sheridan to Platteview, Urban Widening, Phase 2, MAPA-3733(1), Control No. 22288 project.

ATTACHMENTS:

- | | | |
|-----------------------------------|----|----|
| 1. Resolution 2020-37 | 2. | 3. |
| 4. Acquisition Services Agreement | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

AP/Dean Dunn
[Signature]

RESOLUTION NO. 2020-37

ACQUISITIONS SERVICES CONTRACT

WHEREAS, the City of Bellevue and Midwest Right of Way Services agree to execute an Acquisition Services Contract for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

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

WHEREAS, the City of Bellevue and Midwest Right of Way Services wish to execute an Acquisition Services Contract for right-of-way acquisition services setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

BE IT RESOLVED, that the Mayor and City Council of the City of Bellevue, Nebraska, support the execution of the Acquisition Services Contract and authorize the Mayor to sign the resolution and Acquisition Services Contract,

The City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number MAPA-3773(1)

NDOR Control Number 22288

NDOR Project Description: 36th St, Sheridan - Platteview Rd, Bellevue

Passed and approved this 18th day of August, 2020 at Bellevue, Nebraska.

DATED this 18th day of August, 2020.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Approved as to Form:

City Attorney

Council Member _____
Moved for passage of said resolution
Member _____ Seconded the Motion
Roll Call: ___ Yes ___ No ___ Abstained ___ Absent
Resolution adopted, signed and billed as approved.

ACQUISITION SERVICES CONTRACT

This agreement, entered into this 18th day of August, 2020, by the City of Bellevue, Nebraska, (herein called "Local Public Agency") and Midwest Right of Way Services, (herein called "Acquisition Consultant") agrees:

In return for the total fee of \$227,475.00, as itemized in Appendix B, it is agreed that the Acquisition Consultant shall negotiate on behalf of the Local Public Agency with the owners of each tract identified for the acquisition of certain property rights in accordance with the Acquisition Services Specifications, of which a copy is attached and made a part of this contract. The acquisition of these certain property rights will be used in connection with:

Project: MAPA-3773(1)
C. N.: 22288
Location: 36th St, Sheridan - Platteview Rd, Bellevue

An additional fee will be negotiated with the Acquisition Consultant for each additional parcel added to this contract.

The fee for supplemental or revised tracts, which result in new or revised acquisition documents, as a result of changes in the taking caused by the Local Public Agency, will be negotiated with the Acquisition Consultant.

A billing statement for completed negotiations with a tract may be submitted to the Local Public Agency at the time the Acquisition Consultant submits the Deliverables noted in paragraph I of the Acquisition Services Specifications. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the documents are found to be acceptable and in accordance with the contract upon Local Public Agency review. In the event the documents are found unacceptable by reason of noncompliance with the terms of this contract, the final payment shall be withheld until such documents have been revised or supplemented, without additional cost to the Local Public Agency, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Local Public Agency's management will determine the final position. Where no agreement can be reached, this contract shall be terminated.

The contract may also be terminated when, in the opinion of the Local Public Agency, the Acquisition Consultant's services are unsatisfactory, or because of the Acquisition Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Acquisition Consultant's disability or death. The Local Public Agency may terminate the services of the Acquisition Consultant by giving five (5) days written notice. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Acquisition Consultant, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Transportation and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$500.00 for each half day or portion thereof, or \$1,000.00 per day for any part of a day exceeding a half day.

All expenses incurred by the Acquisition Consultant are considered to be their liability and are not to become an expense to the Local Public Agency except as provided for in this agreement.

The Acquisition Consultant agrees to complete the requirements noted in the Acquisition Services Specifications on or before 8/31/2021. The Local Public Agency assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date. Supplemental or revised acquisition documents caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Acquisition Consultant that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$ _____ per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of 8/31/2021 will be only by mutual written agreement between the parties of this contract.

The Acquisition Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Acquisition Consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Acquisition Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Public Agency shall have the right to annul this contract without liability.

If the Acquisition Consultant discovers or is informed by the Local Public Agency of the existence of any possible conflict of interest on the part of the Acquisition Consultant, the Acquisition Consultant shall immediately cease all activity in connection with such services, and promptly notify the Local Public Agency, in writing, of all relevant facts and circumstances pertaining to such conflict, so the Local Public Agency may take such action as it deems appropriate, including but not limited to, the exclusion of any tract or tracts involved from this agreement.

The acquisition documents are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Acquisition Consultant as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Acquisition Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Acquisition Consultant this day of August, 2020.

Witness

Acquisition Consultant

EXECUTED by the Acquisition Consultant this 18th day of August, 2020.

**Local Public Agency
City of Bellevue, Nebraska**

APPROVED:

Authorized Signature

APPENDIX 'B'
FEES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Salary Rates</u>
Project Manager	\$ 125.00
Right of Way Agent/Relocation Agent	\$ 115.00
Document Preparation and Administrative Services	\$ 65.00
Mileage at Standard IRS Rate	\$ 0.575 per mile

The maximum fees for each task will be as follows:

<u>Task</u>	<u>Maximum Fee</u>
Project Management – 36 Parcels @ \$375.00 each	\$ 13,500.00
Acquisition Negotiations	\$113,850.00
Document Prep. & Admin. Fees – 36 Parcels @ \$162.50 ea	\$ 5,850.00
Appraisal Reports 36 Appraisals @ \$1,650.00 each	\$ 59,400.00
Appraisal Reviews 36 Reviews @ \$825.00 each	\$ 29,700.00
Bid Services for Cost to Cure Items – 45 hrs @ \$115.00/hr	\$ <u>5,175.00</u>

TOTAL MAXIMUM FEES	\$227,475.00
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If additional work or meetings are requested beyond the scope indicated in this proposal, we will contact you to discuss revising the contract amount before the additional work is started.

Invoices will be sent on an approximate monthly basis for services rendered. If the above described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter agreement for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
8/18/2020

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

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2020 through 12/31/2020 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bree Rollins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

2020 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting Permit #</u>	<u>Address of Hunting Site</u>	<u>Gvn to Police</u>	<u>PD Apprv'd or Dn'd</u>	<u>CC Mtg</u>	<u>CC Apprv'd or Denied</u>
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	n/a	10750250	1310 Camp Gifford Road	8/4/2020	8/4/2020	8/18/2020	
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005		402.516.2159	402.476.8637	10745297	415 E. 19th Avenue	8/4/2020	8/4/2020	8/18/2020	
Angelo Emmi Jr.	2730 Madison	Omaha	68107		402-312-8369		10785427	1310 Camp Gifford Road	8/12/2020			