

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

Tuesday, September 1, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Joseph Gastineua, Revival Tabernacle Church, 2226 Jefferson Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (**Items marked with an (*) are approved where this item is, unless otherwise removed**)
 1. (*) Approval of the August 18, 2020 City Council Minutes
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS
 - a. Proclamation declaring September as "National Library Card Signup Month"
 - b. +++ Introduction of new Police Chief
8. ORGANIZATIONAL MATTERS
 - a. (*) Approve appointment of Evonne Edgington to the Library Advisory Board for a 5-year term, ending June 2025. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES
 - a. +++ Recommend approval of a Special Designated Liquor License for Midwest Catering and Events dba "Patricia Catering and Cocktails" to sell beer, wine and distilled spirits at a reception on September 27, 2020, to be held at Fontenelle Forest, 1111 Bellevue Blvd N., Bellevue, from 5:00 p.m. to 11:00 p.m. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. 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)
 - b. Ordinance No. 4005: Adoption of budget statement to be termed the Annual Appropriations Bill. (Finance Director)
 1. Resolution No. 2020-35: A resolution to set the 2020-2021 property tax request (Finance Director) **Public Hearing Required**
 2. Approve an additional 1% in the base of restricted funds (Finance Director)
 3. Approve the 2020 - 2021 Fiscal Year Budget (Finance Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4006: To allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations (Legal)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. Resolution No. 2020-36: Master Fee Schedule (**Staff requesting to table**)
 - b. Resolution No. 2020-38: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020 verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020 (City Clerk)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the addendum to the original contract with DIY Holding Company, LLC., increasing the original contract for 2020 Concrete Projects by \$175,000.00. (Public Works)

b. Approve and authorize the Mayor to sign the Agreement with AVI to provided professional engineering services for the emergency operation center, in an amount not to exceed \$17,867.52 (Community Development Director/Legal)

c. +++ Approve and authorize the Mayor to sign a Lease Agreement for the leasing of certain properties in Haworth Park - **New Lease Agreement as of Friday 8-28** (Community Development Director)

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

18. CLOSED SESSION:

a. Litigation Updates

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, August 18, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 18th day of August, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, "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

Mayor Hike led the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler East, Bellevue, gave the invocation.

OPEN MEETINGS ACT

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

PLEDGE OF ALLEGIANCE AND INVOCATION

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

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA

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

Roll call to approve the agenda 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: Acknowledge Receipt of the July 23, 2020 Planning Commission Minutes; Approval of the August 4, 2020 City Council Minutes; and Approval of Claims.

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

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading)

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 made by Preister, seconded by Welch, to approve Ordinance No. 4002.

Motion made by Preister, seconded by Shannon, to amend Ordinance No. 4002. Under letter (e), Tree Removal, Trees removed from City Parks, and similar City owned public grounds, will have a new tree planted for each one removed. The location and details for each tree will be set by the Parks Department, with the Tree Board assisting in an advisory role, with all funding grants sought prior to it being a City expense.

Councilman Cook questioned how this would pertain to a significant disaster. How do you remedy the one to one ratio? Councilman Preister explained in the past wooded City areas did not receive the one to one ratio. If it is an Inter-City park, the park should receive the one to one ratio.

Councilwoman Welch inquired if a statement should be included in the ordinance regarding extreme weather damage. The Parks Department would have the authority to determine what would need to be replaced. Discussion took place regarding diseases of trees in addition to significant disasters.

Ms. Bree Robbins, City Attorney, stated as she reads the ordinance and as it was presented to her to place in the ordinance, it reads City parks and similar City owned public grounds. She explained trees in wooded forest areas is still City owned public ground. Therefore, there would need to be a one to one exchange

MINUTE RECORD

Bellevue City Council Meeting, August 18, 2020, Page 2

based of the reading of the ordinance. She advised a statement would need to be added in if there is a concern with natural disasters or events. The other option is to completely remove the clause. Conversation ensued on the language to include in the ordinance.

Further discussion ensued.

Councilman Preister withdrew his previous amendment. Shannon withdrew his second.

Motion made by Preister, seconded by Shannon, to amend Ordinance No. 4002 to included: Trees removed from City Parks, and similar City owned public grounds, will have a new tree planted for each one removed, with the exception of a natural disaster, disease, or multi tree disaster event which replacement will be made at the discretion of the City in consultation with the Tree Board. The location and details for each tree will be set by the Parks Department, with the Tree Board. The location and details for each tree will be set by the Parks Department, with the Tree Board assisting in an advisory role, with all funding grants sought prior to it being a City expense.

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

Roll call vote on the motion to approve Ordinance No. 4002 as amended as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

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) Request to lay over until September 15th, by Mr. Kellner, on behalf of applicant

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 second time and public hearing was held.

Motion made by Shannon, seconded by Preister, to table this item to September 15th per the applicant's request. Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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 for the second time and public hearing was held.

Ms. Robbins advised she will need to recuse herself to the audience. She explained she is being personally sued by Mr. Shannon in federal court, along with other City of Bellevue employees. Ms. Heather Veik, Attorney at Law, Erickson Sederstrom PC, LLO, has been retained by the City of Bellevue to represent the City in this matter. Ms. Robbins left her seat at 6:19 p.m. Ms. Heather Veik sat in on this item as the attorney.

Councilman Shannon stated everyone on the Council has a conflict with this item, as everyone of them is being sued. The Board of Equalization has been sued and every one of the Council Members serves on the board. He advised as the property owner he is going to recuse himself. He suggested all the Council Members recuse themselves as they are obligated to do. Mr. Shannon entered the audience at 6:20 p.m.

Council Preister questioned Ms. Heather Veik for a ruling on whether the Council Members can stay as they are parties to the Board of Equalization. Ms. Veik advised as counsel for the City, she does not view each member has a conflict. Recusal is not required.

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

Mr. Tom Schumacher, was present as an attorney representative on behalf of Main Street Properties. He reiterated this is a conflict of interest due to the fact every member on the City Council is an agent of and employed by the City. The City has lawsuits pending against them from Main Street Properties. He commented Mr. Shannon is following the rezoning development and agreement. Mr. Schumacher stated the terms of the agreement are clear. He commented Mr. Shannon is allowed to park his vehicles on the north side of the building. Mr. Schumacher questioned what the violations of the agreement are. He stated

MINUTE RECORD

Bellevue City Council Meeting, August 18, 2020, Page 3

the Council should not be allowed to vote on this item due to the lawsuits. He requested this item be tabled due to the pending lawsuits.

Ms. Veik advised under (State Statute) 19-904, the City is following the correct process of holding a public hearing on this item.

Mr. Michael Wills commented he is unsure how this item can proceed when it is under litigation.

Mr. Schumacher advised Mr. Shannon has been using the same lots/spaces for eight years without any issues. He commented Mr. Shannon has fully complied with the agreement. He commented the notice of violations must be fabricated. Mr. Shannon has only received one violation which was on June 19, 2020. Mr. Schumacher explained counsel, for Main Street Properties, has specifically requested all the recorded information on the violations on the three occasions. He commented nothing has been received yet.

Mayor Hike questioned Mr. Schumacher if he is in agreement the three spots should be parked in. Mr. Schumacher responded absolutely not. The terms of the agreement state north of the north face of the building. These are the three spots directly in conjunction with the north face of the building. Mayor Hike inquired if it states between the east and west wall. The north face of the building is the north of the building. Mr. Schumacher replied if they intended to say north of the building, the agreement would say north of the building. He commented this is for the court to decide. Mayor Hike commented if they intended on saying north of north face of the building, and only in front of the building, they would have used the words between the east and west walls. Mr. Schumacher replied the words north of the building are generally not in the agreement.

Mayor Hike question Mr. Schumacher if he is agreeing Mr. Shannon has allowed trailers in the lots north of the building. Mr. Schumacher replied for eight years there were no problems parking in those specific spots. Mayor Hike stated the City has not fabricated any violations as Mr. Schumacher has indicated.

Mayor Hike questioned Ms. Veik if there are more than one violation. Ms. Veik responded there are multiple violations over years. There are records going back to 2013. Mr. Schumacher questioned how many violations reportedly exist. Ms. Veik replied four to five violations since the agreement has been in place. Mr. Schumacher inquired if the City has responded to Main Street Properties multiple requests for the violations. Ms. Veik advised there is ongoing litigation so she cannot comment. Mr. Schumacher questioned Ms. Veik if she agrees it would be a wise idea to wait for the pending litigation. Ms. Veik replied no she does not. Discussion followed.

Councilwoman Welch requested clarification on the history of the rezoning of this property. Mrs. Tammi Palm, Planning Manager explained the property was historical zoned RG-50-OTO, which is a residential zoning. When Mr. Shannon purchased the occupied the building it had a residential zoning. It was a legal non-conforming use at the time. Prior to Mr. Shannon's purchase, it had been used by the Bellevue Public Schools. It had been historically used as an office use. Even though the zoning was residential, the use of offices was grandfathered. In 2012, when Mr. Shannon desired to enter into the U-Haul business, he pursued a commercial zoning. Under the RG-50-OTO, the U-Haul business would not have been allowed. At the time, City Council, reviewed his request for a change of zone. There were concerns with the use being detrimental to the neighborhood. Other concerns were the other 50-60 uses permitted under the BGM zoning. The compromise, made at the time, was the City Council agreed to change the zoning of the property to BGM under the terms of a specific contractual agreement. Under the specific terms of the agreement, Mr. Shannon was able to have the U-Haul business, parking of the trucks and trailers, and having retail sales.

Mr. Wills questioned Ms. Veik if he is correct that Nebraska has an open records law. Ms. Veik replied he is correct. Mr. Wills inquired why the information requested by Main Street Properties has not been given to them. Ms. Veik commented she will not answer questions in open forum about a pending litigation. She stated the request is beyond the scope of what is being presented today. The records request involves the litigation and she will advise the City separately on the issue.

Mr. Schumacher questioned what the harm would be in waiting until a fair adjudication has been made on the merits of the contract claim. Ms. Veik responded her legal analysis will be given to the City separately.

Mr. Schumacher requested to submit emails from the neighbors who are in support of Main Street Properties. Mayor Hike commented they are part of the packet already.

Councilman Stinson clarified tonight's meeting is for public hearing and there will be no vote this evening.

Councilman Preister advised Mr. Schumacher three of the violation are in the public packet. He advised he checks the City's website for the violations. Mr. Schumacher stated the only violation was received June 19, 2020. No other violations were received. Conversation ensued.

The violations attached in the packet were displayed on the screen for public view.

Councilman Burns requested to close the Public Hearing.

Councilman Cook mentioned Mr. Schumacher stated there is no parking north of the north building. Mr. Schumacher replied north of the north face of the building. Councilman Cook requested the photo of the property be displayed. Councilman Cook questioned Mr. Schumacher to indicate where there is no parking

MINUTE RECORD

Bellevue City Council Meeting, August 18, 2020, Page 4

per the agreement on the displayed photo. Mr. Schumacher pointed out on the displayed photo where the north of the north face of the building is, along with the three spots Mr. Shannon has used for eight years.

Councilman Cook read from the agreement under 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". He indicated on the displayed photo what he believes is in violation of the agreement. Conversation ensued.

Councilwoman Welch clarified with Mrs. Palm this item was brought before the Planning Commission and voted this property be rezoned. Mrs. Palm replied that is correct. Councilwoman Welch requested clarification if the people presenting tonight were at the Planning Commission meeting. Mrs. Palm stated Mr. Schumacher was not present, it was Mr. Bruno as legal counsel.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on September 1st.

Ms. Robbins and Mr. Shannon returned to their seats at 6:56 pm.

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 second time and a public hearing was held.

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

Mr. Rich Severson, Finance Director, advised this will get voted on at the September 1st council meeting. It will then be filed with the State. The property taxes will require a hearing on setting the property tax at the next meeting. The final certified value was received today and the amount was \$4,379,801,232. This is still a draft and is subject to change. Mr. Severson commented he met with departments and for the most part was able to fully fund staffing. He displayed the general budget and operational expenses. He explained the final budget will presented at the next meeting for approval. There is capital spending for roads, bridges, streets, and an aerial for fire and sewer improvements, among other items. There will be 80% funding of some street projects and the rest will be bonded. The net cash of \$2 million for the year will be added to the \$23 million for a projected \$25.8 million for the year for all funds. The General Fund is for the Operating Fund, which is just shy of \$8 million. The Cash Reserves could be used to be pay down some of the debt. Some of the General Fund Cash Reserves could be used for projects during the year. About \$4 million will be used for the betterment of Bellevue. Waste Water Department is going in the right direction and revenues have been upgraded. The net cash reserves will increase.

Councilman Shannon inquired if the City is in year two or three of the five year increases of the sewer fees in Bellevue. Mr. Severson stated the rates have been increased. Conversation ensued.

Discussion occurred on the projected outstanding bonded indebtedness.

To summarize 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 to primarily to the refinancing of annexed SID debt. Revenues in 2020-21 are budgeted \$93.9 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 2020-2021 capital improvements. Budgeted Revenues on \$93,866,893.62 and expenditures of \$91,937,647.09. Cash reserves increase by \$1,929,246.53.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on September 1st.

Resolution No. 2020-35: A resolution to set the 2020-2021 property tax request. (Finance Director) *{No action required at this meeting}*

ORDINANCES FOR INTRODUCTION: (First Reading): None

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

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)

MINUTE RECORD

Bellevue City Council Meeting, August 18, 2020, Page 5

Mayor Hike 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. Mayor Hike declared the public hearing closed.

Motion made by Preister, seconded by Burns, 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.

Councilman Shannon commented future Council Members can at any time, due to fiscal changes, not fund the projects through the years.

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. 2020-36: Approve and authorize Mayor to sign updated Master Fee Schedule.

Motion made by Preister, seconded by Shannon, to table Resolution No. 2020-36 to the September 1st City Council meeting as the item is not ready yet.

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

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)

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

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

CURRENT BUSINESS: None

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 Preister, the meeting adjourned at 7:34 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.


Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 18, 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

*6
9/12/2020

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 1

MAYOR

U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	52.43
		<u>\$ 52.43</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	14.68
INDOFF	OFFICE SUPPLIES	482.50
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	145.21
		<u>\$ 642.39</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-AUG 2020	83.55
		<u>\$ 83.55</u>

LEGAL

U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	89.87
ERICKSON & SEDESTROM, PC	PROFESSIONAL SERVICES	8,824.60
		<u>\$ 8,914.47</u>

CABLE ADVISORY

AMAZON.COM, LLC	MIC CLIPS, POWER CABLE	40.96
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	12.47
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	49.43
		<u>\$ 102.86</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	11.01
J P COOKE COMPANY	NOTARY STAMP	36.20
MARATHON VENTURES, INC	MARATHON VENTURES-TIF 8789-2020-8-21	27,170.76
ROYCE CORNHUSKER, LLC	ROYCE CORNHUSKER-TIF 8793-2020-8-21	9,554.85
SOUTHGATE APARTMENTS BELLEVUE	SOUTHGATE APT-TIF 8790-2020-8-21	92,124.57
		<u>\$ 128,897.39</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	FACE MASKS-COVID, OFFICE SUPPLIES, BLOOD PRESSURE MONITOR	1,693.03
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	19.08
QUADIENT FINANCE USA, INC	REFILL POSTAGE	2,000.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	54.47
		<u>\$ 3,766.58</u>

LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, VIDEOS	1,051.14
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	134.28
CENGAGE LEARNING, INC	BOOK	24.79
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
DEMCO	OFFICE SUPPLIES	474.98
DILLONS CUSTOMER CHARGES	PROGRAM SUPPLIES	104.95

MINUTE RECORD

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 2

LIBRARY (cont'd)

INGRAM LIBRARY SERVICES	BOOKS	3,415.09
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	128.46
MICHELLE BULLOCK	REIMB FOR SUPPLIES	28.56
QUADIENT, INC	LEASE FOR POSTAGE METER	176.46
STAPLES ADVANTAGE	OFFICE SUPPLIES	443.35
		<hr/>
		\$ 6,087.85

ADMINISTRATIVE SERVICES/PERSONNEL

ASHLEY DECKER	REIMB FOR ID THEFT PROTECTION ROLLERS	34.63
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	16.14
GRETNA GUIDE & NEWS	LEGAL AD	14.92
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	106.80
		<hr/>
		\$ 172.49

CODE ENFORCEMENT

A&C TREE SERVICE	REMOVE DEAD TREE BRANCHES	550.00
ALEXANDER LAWN & LANDSCAPE, INC	CODE ENFORCEMENT CLEAN UPS	1,172.50
BEARDMORE CHEVROLET	2021 CHEVROLET COLORADO	27,580.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	2.69
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-6	16.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	166.49
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	80.27
		<hr/>
		\$ 29,568.51

PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	PLOTTER SUPPLIES	554.22
AMERICAN PUBLIC WORKS ASSOCIATION	RENEW MEMBERSHIP	1,050.00
BENTLEY SYSTEMS, INC	RENEW SUPPORT SUBSCRIPTION	7,364.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	4.51
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	ARCGIS YEARLY MAINTENANCE	8,100.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-6	27.80
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY TANKS	3,253.47
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	278.41
ONE CALL CONCEPTS	LOCATES-SID 177	10.37
QUADIENT FINANCE USA, INC	POSTAGE MACHINE INK	34.93
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	332.13
		<hr/>
		\$ 21,009.84

PARKS

AMAZON.COM, LLC	DOG WASTE BAGS	265.96
A-RELIEF SERVICES	PORTABLE RESTROOMS	634.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
CREATIVE SITES, LLC	SWING SET-COLLEGE HEIGHTS	5,095.00
CREATIVE SITES, LLC	SWING SET-BURKE HEIGHTS	4,595.00
HUGHES MULCH PRODUCTS	MULCH	6,400.00
J & J SMALL ENGINE SERVICE	AUGER AND BIT	782.47
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	418.61

MINUTE RECORD

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 3

PARKS (cont'd)

MENARDS	LUMBER FOR SIGN POSTS, MICROWAVE, SAFETY CONES	648.01
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4 & WATER PARK	9,908.67
PILOT ROCK	TRASH CANS-WILLOW SPRINGS PARK	1,887.00
READY MIXED CONCRETE COMPANY	CONCRETE	258.29
SITEONE LANDSCAPE SUPPLY	LANDSCAPE SUPPLIES	4,399.65
THOMPSON DREESSEN & DORNER	SPLASHPAD-LOOKINGGLASS	2,250.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	191.81
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	ANCHOR SHACKLES, THROWELS	45.74
		<u>\$ 37,814.34</u>

RECREATION

KIWANIS CLUB OF BELLEVUE	REFUND FOR SPONSORSHIP OF YOUTH BASEBALL-COVID	800.00
MIDWEST IMPRESSIONS	LEAGUE CHAMPION SHIRTS	176.50
ODEYS FIELD EXPERTS	LINESTRIPING PAINT	92.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	104.98
		<u>\$ 1,173.48</u>

BUILDING MAINTENANCE

ANDERSON ELECTRIC SALES & SERVICE	PLUMBING PARTS	52.00
BIG RED LOCKSMITHS	CYLINDER LOCKS, CHANGE COMBO	116.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	259.40
CONTROL MASTERS, INC	CHECK AIR QUALITY	217.50
FILTER SHOP	PLEATED FILTERS	182.12
HILLYARD	JANITORIAL SUPPLIES	243.88
JACKSON SERVICES, INC	DOOR MAT SERVICE	31.80
MENARDS	GOGGLES, RAGS, BATTERIES, FACE MASKS, SUPPLIES	134.94
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	521.85
OMAHA DOOR & WINDOW COMPANY	REPAIR DOOR-TRAINING SITE	300.00
PLIBRICO REFRACTORY CONSTRUCTION	ROOM NOT COOLING	543.44
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	292.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	324.06
TREES SHRUBS AND MORE	RETAINING WALL BLOCKS	183.68
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	25.52
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES, GRASS SEED, TOP SOIL, WIPES, SUPPLIES	138.72
		<u>\$ 3,566.91</u>

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	20.71
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	101.18
PULVERENTE MONUMENT COMPANY	MAUS DOOR	50.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	49.43
		<u>\$ 221.32</u>

MINUTE RECORD

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 4

STREETS

ALFRED BENESCH & COMPANY	S 25TH ST IMPROVEMENTS	4,937.91
ALFRED BENESCH & COMPANY	2020 CONCRETE PROJECTS	8,068.22
AMAZON.COM, LLC	OFFICE SUPPLIES	59.98
ATHENS TECHNICAL SPECIALISTS, INC	CONFLICT MONITOR, CHANNEL CABLES	11,530.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	182.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	13.11
DIY HOLDING COMPANY, LLC	CONCRETE PROJECTS	71,250.25
GALAXY VENTURES, LLC	DUNKIN DONUTS 370 INTERSECTION	79,585.26
HEIMES CORPORATION	STORM SEWER-AVERY-FINAL	20,801.95
INDEPENDENT SALT CO	ICE CONTROL SALT	1,530.94
KEVIN PONEC	REIMB FOR CDL LICENSE	63.50
LOGAN CONTRACTORS SUPPLY	WOOD STAKES, CHANNEL STAKES, CONCRETE PLACER	588.43
MARTIN PRODUCTS SALES, LLC	BULK OIL	532.80
MENARDS	HOT WATER HEATER, POST MOUNT	247.75
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-11	701.72
MICHAEL TODD & COMPANY	TYPE 2 BARRICADES, CONCRETE BLADES	1,848.98
MIDWEST DCM, INC	PAVEMENT IMP-CHANDLER	6,960.15
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	165.29
OMNI	ASPHALT	1,322.30
READY MIXED CONCRETE COMPANY	CONCRETE	21,030.58
SHERWIN WILLIAMS CO	TRAFFIC PAINT, GLASS BEADS	1,055.50
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	243.20
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	CLAMP HOSES, HEAT SHRINK, TOOLS	74.51
		\$ 232,808.51

FLEET MAINTENANCE

ALLIED ELECTRONICS, INC	DOOR SWITCHES FOR HR BUS	23.80
AMAZON.COM, LLC	FUEL SYSTEM KIT, HANDHELD VACUUM	446.74
ANDERSON INDUSTRIAL ENGINES CO	GENERATOR	937.77
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	313.35
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	23.35
CERTIFIED TRANSMISSION	REMAN TRANSMISSION	2,843.60
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR	111.18
DANKO EMERGENCY EQUIPMENT	CONVERSION/REPAIR KIT`DEEC	1,160.42
ED M FELD EQUIPMENT CO	STEER SYLINDER ASSEMBLY	1,017.08
FACTORY MOTOR PARTS CO	SHOCK ABSORBERS, FILTERS, ALTERNATOR	605.06
INTERSTATE BATTERIES	BATTERY	91.76
MENARDS	SUPPLIES	11.94
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	119.39
NAPA AUTO PARTS	FILTERS, BRACKET KITS, OUTLETS	249.81
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, CLAMPS, HEAT SHRINK	191.36
O'REILLY AUTOMOTIVE PARTS	BRAKE ROTORS, PADS	324.50
TURFWERKS	WHEEL, TIRES, PLATE, COLLAR, WASHERS	1,529.68
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	71.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	80.40
		\$ 10,152.19

MINUTE RECORD

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 5

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	211.55
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-AUG 2020	300,308.34
		\$ 300,519.89

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	4.08
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-6	25.15
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	251.83
QUADIENT FINANCE USA, INC	POSTAGE MACHINE INK	34.93
		\$ 315.99

PERMITS & INSPECTIONS

AMAZON.COM, LLC	OFFICE SUPPLIES	99.44
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	5.45
JOHN COOK	REIMB PER DIEM FOR TRAINING	38.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-6	33.60
MICHAEL SCHROEDER	REIMB PER DIEM FOR TRAINING	38.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	335.77
QUADIENT FINANCE USA, INC	POSTAGE MACHINE INK	34.93
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	273.20
		\$ 858.89

POLICE

AMAZON.COM, LLC	COFFEE BREWER, OFFICE SUPPLIES, FANS, HARD DRIVE, RESPIRATORS, RIOT CONTROL CANISTERS	3,549.63
AUTO BODY AUTHORITY	BODY REPAIR CRUISER 627	448.10
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	96.60
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTS FOR NEW RECRUITS	2,152.29
CULLIGAN OF OMAHA	BOTTLED WATER	304.50
DON'S PIONEER UNIFORMS	UNIFORM ITEMS	6,838.39
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
ENTERPRISE FM TRUST	FEE FOR TITLE ONLY FOR NEW LEASE	10.00
GRAINGER	RIOT CONTROL MASKS	184.20
GREAT PLAINS UNIFORMS	TACTICAL VEST	770.58
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	109.76
JOSHUA MARRS	REIMB PER DIEM FOR TRAINING	238.50
L-TRON CORP	CRUISER MDC EQUIPMENT	1,473.71
MENARDS	LUMBER	38.34
METRO LEASING	8734 LEASE-FORD EXPLORERS	22,045.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-6	595.44
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	RECIPROCITY TRAINING	2,400.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-14	5,962.61
QUADIENT FINANCE USA, INC	POSTAGE MACHINE INK	34.94
SETCOM CORP	SPEAKER MIC CLIP	61.91
SPRINT	MONTHLY SERVICE-2020-8-9	125.22
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	3,822.18
ULRICH K. R. HOWELL	REIMB PER DIEM FOR TRAINING	127.50
VOICE PRODUCTS, INC	DICTATION SOFTWARE	83,122.00
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	24.57
		\$ 134,636.57

MINUTE RECORD

CLAIMS FOR SEPTEMBER 1, 2020

PAGE 6

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	108.77
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-8-4	50.20
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	955.24
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-11	2,523.72
SHRED-IT USA	DOCUMENT SHREDDING SERVICE	144.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	838.38
		<u>\$ 4,620.31</u>

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2020-8-1	983.63
FARMERS NATIONAL COMPANY	AERATOR MAINTENANCE-OAKHURST POND	200.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-AUG 2020	1,650.00
NE-DEPARTMENT OF REVENUE	SALES TAX-JUL 2020	748.78
PM AM CORPORATION	ALARM FEES-JUL 2020	2,720.00
		<u>\$ 6,302.41</u>

INFORMATION TECHNOLOGY

ONE CALL CONCEPTS	LOCATES	7.31
TESSCO	COMMUNICATION PARTS	131.52
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	40.29
		<u>\$ 179.12</u>

WASTEWATER

AMAZON.COM, LLC	SCAN DISK	15.86
CARROLL CONSTRUCTION SUPPLY	V-BELT	59.55
ELLIOTT EQUIPMENT CO	SEWER JET PARTS	1,572.50
GRAINGER	SAW BLADES, GLOVES, EAR PLUGS	999.14
MENARDS	BATTERIES, CONCRETE, BATTERIES, TOOLS	428.55
METRO LEASING	8735 LEASE-JET TRUCK	22,836.87
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-8-4	270.94
NAPA AUTO PARTS	GRAPHITE LUBE	29.02
OMAHA WINWATER WORKS COMPANY	PVC GASKET PIPE AND LUBE	861.61
RAILROAD MANAGEMENT CO	LICENSE FEE-NOV 2020 TO NOV 2021	1,461.55
READY MIXED CONCRETE COMPANY	CONCRETE	927.58
U.S. CELLULAR	MONTHLY SERVICE-2020-8-4	452.79
UTILITY EQUIPMENT COMPANY	HYDRANT WRENCH	33.60
WESTLAKE ACE HARDWARE	PLUMBING SUPPLIES	31.42
		<u>\$ 29,980.98</u>

TOTAL CLAIMS FOR SEPTEMBER 1, 2020 **\$ 962,449.27**

TOTAL PAYROLL FOR AUGUST 21, 2020 **\$ 1,006,924.21**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

7a.
9/1/2020

COUNCIL MEETING DATE:	SUBMITTED BY: Julie Dinville, Library Director	8/25/2020
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Library Card Sign-up Month 2020 Proclamation

SYNOPSIS/BACKGROUND:

Annual observance of September as Library Card Sign-up Month. Library Card Sign-up Month is a national observance, recognizing the value of a library card to members of the community by which all people can "pursue their interests, discover their passions and achieve their highest potential as learners and citizens." The month recognizes the importance of libraries to life-long education and the service libraries provide to their communities.

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:

That a proclamation be made by Mayor Rusty Hike designating September 2020 as Library Card Sign-up Month

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bryn Robbins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

Library Card Sign-up Month 2020 Proclamation

Whereas, a library card is the most essential school supply of all;

Whereas, libraries and librarians play a crucial role in the education and development of children;

Whereas, libraries offer a variety of programs to stimulate an interest in reading and learning;

Whereas, library resources serve students of all ages, from early literacy to STEAM programs to research databases;

Whereas, signing up for a library card is the first step on the path towards academic achievement and lifelong learning;

Whereas, a library card gives students the tools that foster success in the classroom and beyond;

Whereas, librarians create welcoming and inclusive spaces for students of all backgrounds to learn together and engage with one another;

Whereas, a library card empowers all people to pursue their dreams and explore new passions and interests;

Whereas, libraries are constantly transforming and expanding services to meet the evolving needs of their communities;

Therefore, be it resolved that I, Mayor Rusty Hike, proclaim September Library Card Sign-up Month in the City of Bellevue and encourage everyone to sign up for their own library card today.

PROCLAMATION

Library Card Sign-up Month 2020

Whereas, a library card is the most essential school supply of all;

Whereas, libraries and librarians play a crucial role in the education and development of children;

Whereas, libraries offer a variety of programs to stimulate an interest in reading and learning;

Whereas, library resources serve students of all ages, from early literacy to STEAM programs to research databases;

Whereas, signing up for a library card is the first step on the path towards academic achievement and lifelong learning;

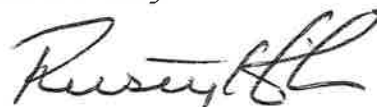
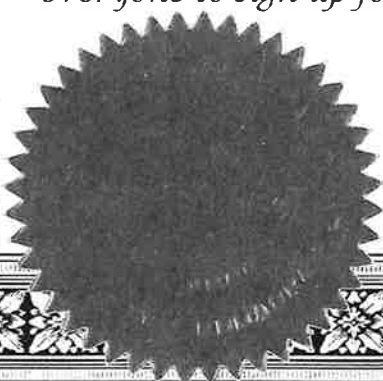
Whereas, a library card gives students the tools that foster success in the classroom and beyond;

Whereas, librarians create welcoming and inclusive spaces for students of all backgrounds to learn together and engage with one another;

Whereas, a library card empowers all people to pursue their dreams and explore new passions and interests;

Whereas, libraries are constantly transforming and expanding services to meet the evolving needs of their communities;

Therefore, be it resolved that I, Mayor Rusty Hike, proclaim September Library Card Sign-up Month in the City of Bellevue and encourage everyone to sign up for their own library card today.



Rusty Hike, Mayor




*8a.
9/1/2020

CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3020

To: Council President Don Preister and Councilmember's
From: Mayor Rusty Hike 
Subject: Appointment **Library Advisory Board**
Date: August 26, 2020

Please consider the following for appointment to the **Library Advisory Board**.

She will replace John Seyfarth who resigned in June 2020, and will serve a (5) five-year term ending June 2025.

Evonne Edgington
2009 Pleasantview Lane
Bellevue, NE 68005
402-734-4892



Memo

To: Rusty Hike, Mayor
From: Julie Dinville, Library Director
Subject: Library Advisory Board Appointment
Date: Aug. 26, 2020

I respectfully recommend the appointment of Evonne Edgington as a member of the Bellevue Public Library Advisory Board. If approved, Ms. Edgington would fill the vacancy left open when John Seyfarth stepped down in June 2020 at the end of his second term.

A resident of Bellevue, Ms. Edgington is a veteran of the United States Air Force and has worked for the Omaha Public Library system for 19 years. She is currently manager of the Millard Branch. Evonne has been a regular patron of the library and has served the library in volunteer capacities as the President of the Friends of the Bellevue Public Library for many years and as a volunteer in the Book Sale Room. She would bring much experience in the library field to the Board position and would also bring decades of interest and support for the role of the library in the community.

Ms. Edgington and I have had a chance to review the responsibilities of Board membership. I believe that she would be a strong advocate for the library, and ask that you approve her request to be appointed to the Board. Please let me know if you require any further information on this matter.

Included are a brief biography which she submitted and an application for the Board position.

Thank you,

Julie Dinville,
Library Director

Evonne Edgington

My name is Evonne Edgington. I have lived in Bellevue since December 1989. I am a veteran of the United States Air Force, having served for eleven years. I have used the Bellevue Public Library since moving here.

I am currently employed at the Omaha Public Library as the branch manager of the Millard Branch Library. I have worked for the Omaha Public Library system for nineteen years. Prior to that, I worked for a year and half at the Offutt Base Library as the assistant director.

I have an associate degree in Weather Technology from the Community College of the Air Force, a Bachelor of Science Degree with a major in History from South Dakota State University, a Bachelor of Science Degree in education from University of Nebraska-Omaha, and a Master's Degree in Library Science from the University of Missouri.

I am currently a member of the Friends of the Bellevue Public Library have served on the Friends Board. I am also a volunteer in the Foundation Book Sale Room.

BELLEVUE PUBLIC LIBRARY

LIBRARY BOARD APPLICATION

The Library Board is composed of seven (7) members appointed by the Mayor and approved by the City Council to a term of five years. Normal terms are from July 1 of year one to June 30 of year five. Members can serve up to two consecutive terms. A board member who is appointed to fill a partial term, remains eligible to serve two (2) full terms. Board members must reside within the incorporated city limits of the City of Bellevue, NE.

The Library Board meets at 5:30 PM on the third Wednesday of each month except July and December. Special meetings may be called as needed.

If you are interested in serving your community on the Library Board you should be aware of the following criteria which will be used in evaluating candidates for the vacant position.

A board member must:

1. Be genuinely interested in public libraries and understand their importance in meeting the educational, recreational, and informational needs of the community;
2. Understand the local community, its social and cultural needs, and be willing to communicate those needs to the city council and city staff;
3. Commit the time necessary a) to become and stay knowledgeable about public library issues, b) to attend board meetings, and c) to serve in board offices and on committees;
4. Be able to work with others to reach a common goal;
5. Be ready to plan creatively and direct effectively the implementation of those plans;
6. Support the library's role to provide equal library service to all citizens of Bellevue and those contracted through legal agreements or paid individual memberships.

If you are interested, please complete this application. Applications will be kept on file and names submitted to the Mayor for consideration annually.

Name: Evonne Edgington

Address: 2009 Pleasantview Lane Zip Code 68005

PO Box (if applicable) _____

Email Address: eedgington56@gmail.com

Home Phone: 402-734-4892 Cell Phone: 402-250-1974

Occupation: Public Librarian/Library Branch Manager Business Phone: 402-444-4848

Have you served on any local boards or councils or committees (city/school/etc)? Please list with dates:
2009-present-Friends of the Bellevue Public Library-vice-president and president (2009-2017)

List any charitable or community activities in which you have been involved:
2001-2003-Bellevue High School Marching Band Parents
2009-present-Friends of the Bellevue Public Library
2001-present-Member of the Nebraska Library Association

Do you (or your place of employment) do business with the City of Bellevue? ___ Yes ___ x ___ No
If yes, please specify the type of services provided.

Your Availability to Service

Could you regularly attend board meetings? ___ x ___ Yes ___ No

Would you attend a training session for new board members ___ x ___ Yes ___ No

Why are you interested in serving on the Library Board?

I have loved libraries since I was a child. I always use the libraries and am interested in being more involved with the library. I am a public librarian. I have lived in Bellevue for 30+ years and have always used the library.

Please write a brief statement of your understanding of the mission of the Library:

The library mission is to provide a variety and diverse set of services to the community. The library serves a diverse population and set of needs for the the community. As such, it is available to all in the community.

Lynne Edgington

Signature

Aug. 26, 2020

Date

Form approved by Library Board ___6/19/2013___

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Midwest Catering & Events dba Patricia Catering and Cocktails

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

432 Galvin Rd N

Retail Liquor License Address or Non-Profit Business Address

123548

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9/27/20

Event Date(s):

Event Start Time(s): 5:00pm

Event End Time(s): 11:00pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Fontenelle Forest

Event Street Address/City: 1111 Bellevue Blvd N

Indoor area to be licensed in length & width: 63 x 47

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: Reception **Estimate # of attendees:** 50

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Maddy Wahl **Event Contact Phone Number:** 402-731-3140

Event Contact Email: mwahl@fontenelleforest.com

***Signature Authorized Representative:**  **Printed Name:** Cynthia Eischeid

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature _____
Date

APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 9/27/2020 Due to City Clerk: As soon as you can

APPLICANT: Midwest Catering and Events dba "Patricia Catering and Cocktails"

LOCATION/ADDRESS: 1111 Bellevue Blvd N

REQUESTED ACTION: Approval to recommend approving a Special Designated Liquor License for Midwest Catering & Events dba "Patricia Catering & Cocktails", 1111 Bellevue Blvd N, Bellevue, for a reception at Fontenelle Forest, on September 27, 2020, from 5:00 p.m. to 11:00 a.m.

COMMENTS:

Approved 8-28-20
Capt [Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/27/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for Midwest Catering and Events dba "Patricia Catering and Cocktails"

SYNOPSIS/BACKGROUND:

Midwest Catering and Events dba "Patricia Catering and Cocktails would like to be able to sell beer, wine, and distilled spirits for a reception on September 27, 2020 from 5:00 p.m. to 11:00 p.m. at Fontenelle Forest, 1111 Bellevue Blvd N, Bellevue. SDL Applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

FISCAL IMPACT: \$40.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of Special Designated Liquor License for Midwest Catering and Events dba "Patricia Catering and Cocktails" to sell beer, wine, and distilled spirits at a reception on September 27, 2020, to be held at Fontenelle Forest, 1111 Bellevue Blvd N., Bellevue, from 5:00 p.m. to 11:00 p.m.

ATTACHMENTS:

- Application
- Police Report
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
9/1/2020

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Roblins
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: Z-1204-06

CITY COUNCIL HEARING DATE: August 18, 2020

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

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

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

VOTE:

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

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



City of Bellevue

Planning Department

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

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

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

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

Pursuant to the Agreement, Section 6, it states:

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

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

Pursuant to the Agreement, Section 4, it states:

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

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

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

Paragraph 9 of the zoning agreement states: Covenant Not to Sue or Defend. Owner hereby represents, warrants and covenants that they shall not sue the City, nor shall they defend any proceeding brought by the City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

A copy of this agreement is attached for your review.

Staff has included copies of the zoning violation paperwork from Code Enforcement on the following dates: October 23, 2012, September 11, 2014, April 1, 2020, and June 19, 2020.

At the request of Mr. Shannon's attorney, legal paperwork is attached as part of the record.

Planning Department Recommendation:

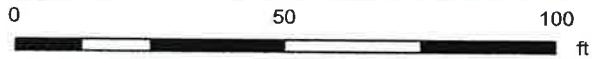
Recommend the property be zoned RG-50-OTO pursuant to the zoning agreement dated September 12, 2012, based on the documented violations.

Planning Commission Recommendation:

Recommend the property be zoned RG-50-OTO pursuant to the zoning agreement dated September 12, 2012, based on the documented violations with a vote of 7-1 (Mr. Hankins voting no and Mr. Ackley absent).



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



Map Scale 1: 564

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



Notes



FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2012-29687

09/27/2012 9:30:35 AM

Floyd J. Dowling

REGISTER OF DEEDS

COUNTER	<u>JS</u>	C.E.	<u>JS</u>
VERIFY	<u>JS</u>	D.E.	<u>P</u>
PROOF	<u>D</u>		
FEE \$	<u>31.50</u>		
CHECK#	<u>10608</u>		
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.

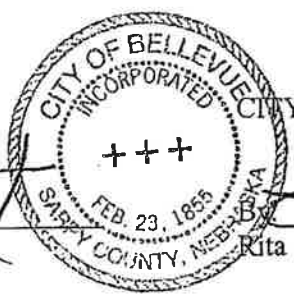
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

(Signature pages to follow.)

D

ATTEST:



CITY OF BELLEVUE

Jay Dumma
 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.



Lisa M Rybar
 Notary Public

2012-29687 E

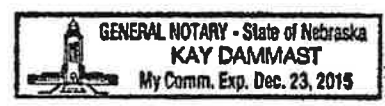
MAIN ST. PROPERTIES, LLC

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 W. Sunset Avenue ADDRESS: _____

LOCATION OF VIOLATION: 2221 Main Street

OWNER: Urban Company of Arizona ADDRESS: 2020 W. 21503 Avenue - Phoenix

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

Motor vehicles, boats, recreational vehicles (r.v.'s) and trailers must be parked on asphalt, concrete or other approved hard surface (e.g. brick pavers). Zoning Ordinance 770, Sec. 7205, as amended.

Other: Sec 803.07 of the City Code

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 Urban truck (license plate AZ 37349

by 12/02 that exceeds 8 feet wide or 21 feet high removed from the city street.

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 W. Sunset Avenue Issued by: E. Shelburn

BEFORE CALLING FOR INFORMATION, READ THE FOLLOWING:

SECTIONS 7201 to 7210 of the Bellevue Zoning Ordinance No. 770 are laws that, among other things, prohibit vehicles from being parked on private property unless such vehicle is parked on an approved hard surface.

- **"APPROVED HARD SURFACE"** means that the vehicle is parked on asphalt, concrete, or another approved hard surface (e.g. brick pavers).

11554

BELLEVUE CODE ENFORCEMENT
OFFICIAL NOTICE - ZONING VIOLATION

Z- 5215

TIME 2:30pm DATE September 11, 2014

NAME: Sarah [unclear] ADDRESS: _____

LOCATION OF VIOLATION: 222 [unclear] Street

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: Per 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, 2014

TO REMEDY THE VIOLATION(S), YOU SHALL Have All Unlawful Vans, Trucks And/or Trailers Parked Or Stored 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: [Signature]

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 To + 6200 ADDRESS: _____
LOCATION OF VIOLATION: 5221 Main St
OWNER: _____ ADDRESS: _____

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN VIOLATION OF THE
BELLEVUE ZONING ORDINANCE AS INDICATED BELOW:

- Zoning Ordinance Sec: Ref Contract Zoning Agreement
- Zoning Ordinance Sec: with City of Bellevue
- Zoning Ordinance Sec: _____

YOU ARE HEREBY ORDERED TO REMEDY THE VIOLATION (BY ABATEMENT AND/OR REMOVAL) **ON OR BEFORE:** May 16, 2020

TO REMEDY THE VIOLATION(S), YOU SHALL Have all Chast Vans, Trucks,
and/or trailers parked on Street South of the
North Side of the Building

THIS NOTICE APPLIES TO THESE AND ANY FUTURE VIOLATIONS. FUTURE VIOLATIONS THAT ARE REPEAT VIOLATIONS WILL NOT BE GIVEN A NOTICE AND WILL BE SUBJECT TO IMMEDIATE ABATEMENT OR REMOVAL BY THE CITY.

APPEAL TO THE BOARD OF ADJUSTMENT: You have **thirty (30) calendar days** after the day you receive this Official Notice to appeal this Order to the Board of Adjustment. If you fail to timely appeal this Order or fail to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that you are in violation of the Bellevue Zoning Ordinance sections referenced above. If you have any questions concerning how to request a hearing, please contact **BELLEVUE PLANNING DEPARTMENT** at **402-293-3026**.

Received by: Postal To + 6200 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

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:

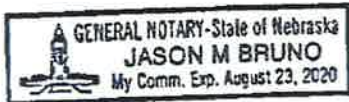

Jason M. Bruno, NE #23062
James L. Schneider, NE #25825
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, St. 200
Omaha, NE 68114
(402) 390-1112 Telephone
(402) 390-1163 Facsimile
law@sherrets.com
ATTORNEYS FOR CLAIMANT

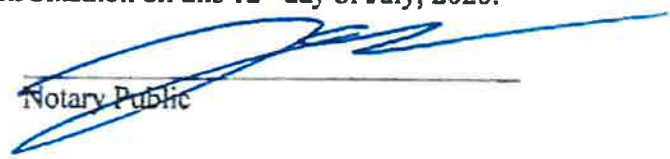
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

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.

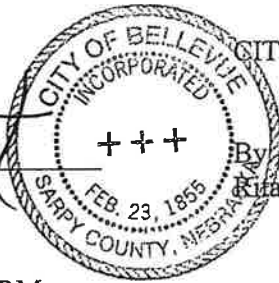
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

(Signature pages to follow.)

ATTEST:

[Signature]
City Clerk



CITY OF BELLEVUE

By *[Signature]*
Rita Sanders, Mayor

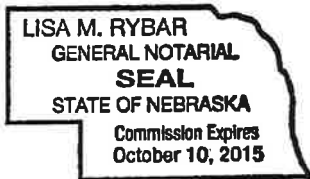
APPROVED AS TO FORM:

Attorney for City of Bellevue

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 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

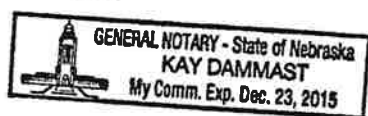
MAIN ST. PROPERTIES, LLC

By: 
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.




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.

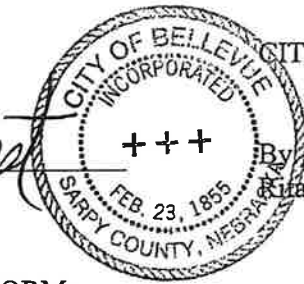
19. Cost of Filing. Owners shall pay the cost of filing this document with the Sarpy County Register of Deeds.

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

(Signature pages to follow.)

ATTEST:

Ray Dammas
City Clerk



CITY OF BELLEVUE

By *Rita Sanders*
Rita Sanders, Mayor

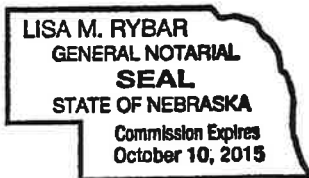
APPROVED AS TO FORM:

Attorney for City of Bellevue

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 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.



Lisa M Rybar

Notary Public

EXHIBIT B



EXHIBIT C

SHERRETS BRUNO & VOGT LLC

James D. Sherrets
licensed in Arizona, Colorado &
Nebraska

260 Regency Parkway Drive, Ste. 200
Omaha, NE 68114

James L. Schneider
licensed in Nebraska

Robert S. Sherrets
licensed in Kansas, Nebraska,
Missouri & Iowa

8700 E Vista Bonita Drive, Ste. 236
Scottsdale, AZ 85255

Thomas G. Schumacher
licensed in Nebraska

Jason M. Bruno
licensed in Arizona, Minnesota,
Nebraska & Texas

Phone: (402) 390-1112

Max J. Kelch
licensed in Nebraska

Fax: (402) 390-1163

Diana J. Vogt
licensed in Nebraska

www.sherretslaw.com

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.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 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

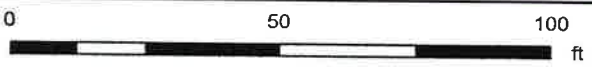
Rezoning Request

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>



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



ORDINANCE NO. 4004

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2221 MAIN STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 3, Block 55, Bellevue, located in the Southeast $\frac{1}{4}$ of Section 36, T14N, R13E of the 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: 09/01/2020

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

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

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$97.3 million in fiscal year 2020-21. Revenues in 2020-21 are budgeted at \$99.3 million. The difference of \$2.0 million being the continued strengthening of cash reserves. The property tax levy rate remains at 0.610000 per \$100 of valuation.

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 \$99,312,417.54 and Expenditures of \$97,312,417.54. Cash reserves increase by \$2,000,000.00 to an estimated \$25 million.

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:

Open public hearing for the tax request of \$26,716,787.42 (0.610000 levy) for the fiscal year ending September 30, 2021. Vote on Resolution No. 2020-25.
Vote on additional 1% restricted funds.
Vote on fiscal year 2020-2021 budget Ordinance No. 4005.

ATTACHMENTS:

1. <input type="text" value="Budget Ordinance No. 4005"/>	2. <input type="text" value="Resolution No.2020-25 - Setting Tax Request"/>	3. <input type="text" value="Budget Presentation"/>
4. <input type="text" value="State Budget Forms"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





ORDINANCE NO. 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 1st day of September, 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: 09/01/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$97.3 million in fiscal year 2020-21. Revenues in 2020-21 are budgeted at \$99.3 million. The difference of \$2.0 million being the continued strengthening of cash reserves. The property tax levy rate remains at 0.610000 per \$100 of valuation.

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 \$99,312,417.54 and Expenditures of \$97,312,417.54. Cash reserves increase by \$2,000,000.00 to an estimated \$25 million.

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:

Open public hearing for the tax request of \$26,716,787.42 (0.610000 levy) for the fiscal year ending September 30, 2021. Vote on Resolution No. 2020-25.
Vote on additional 1% restricted funds.
Vote on fiscal year 2020-2021 budget Ordinance No. 4005.

ATTACHMENTS:

1. <input type="text" value="Budget Ordinance No. 4005"/>	2. <input type="text" value="Resolution No.2020-25 - Setting Tax Request"/>	3. <input type="text" value="Budget Presentation"/>
4. <input type="text" value="State Budget Forms"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION NO. 2020-25

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 \$26,716,787.42.
2. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2020.

PASSED AND APPROVED this 1st day of September, 2020.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$97.3 million in fiscal year 2020-21. Revenues in 2020-21 are budgeted at \$99.3 million. The difference of \$2.0 million being the continued strengthening of cash reserves. The property tax levy rate remains at 0.610000 per \$100 of valuation.

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 \$99,312,417.54 and Expenditures of \$97,312,417.54. Cash reserves increase by \$2,000,000.00 to an estimated \$25 million.

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:

Open public hearing for the tax request of \$26,716,787.42 (0.610000 levy) for the fiscal year ending September 30, 2021. Vote on Resolution No. 2020-25.
Vote on additional 1% restricted funds.
Vote on fiscal year 2020-2021 budget Ordinance No. 4005.

ATTACHMENTS:

1. <input type="text" value="Budget Ordinance No. 4005"/>	2. <input type="text" value="Resolution No.2020-25 - Setting Tax Request"/>	3. <input type="text" value="Budget Presentation"/>
4. <input type="text" value="State Budget Forms"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**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:

\$ 18,374,373.70	Property Taxes for Non-Bond Purposes
\$ 8,342,413.72	Principal and Interest on Bonds
\$ 26,716,787.42	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	\$ 78,905,000.00
Interest	\$ 15,342,681.00
Total Bonded Indebtedness	\$ 94,247,681.00

\$ 4,379,801,232 **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	\$ 26,452,264.42
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	\$ 48,451,304.63
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	\$ 122,826,597.50
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 75,078,859.05	\$ 126,248,816.79	\$ 97,312,417.54
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 21,230,661.63	\$ 23,514,179.96	\$ 25,514,179.96
27	Cash Reserve Percentage			36%
PROPERTY TAX RECAP		Tax from Line 6		\$ 26,452,264.42
		County Treasurer Commission at 1%		\$ 264,523.00
		Total Property Tax Requirement		\$ 26,716,787.42

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	\$ 18,374,373.70	
Bond Fund	\$ 8,342,413.72	
_____ Fund		
_____ Fund		
Total Tax Request	** \$ 26,716,787.42	

** 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	\$ 25,514,179.96	
Remaining Cash Reserve	\$ 25,514,179.96	
Remaining Cash Reserve %	36%	

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	\$ 7,207,126.92	\$ -	\$ 245,833.00	\$ 12,729,132.26	\$ 900,000.00	\$ 21,082,092.18
3	Public Safety - Police and Fire	\$ 23,097,116.58	\$ 110,000.00	\$ 1,850,000.00	\$ 146,137.80	\$ -	\$ 25,203,254.38
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,086,022.84	\$ 13,600,000.00	\$ 665,000.00	\$ 892,036.56	\$ -	\$ 20,243,059.40
6	Public Works - Other	\$ 3,882,786.95	\$ 100,000.00	\$ 50,000.00	\$ -	\$ -	\$ 4,032,786.95
7	Public Health and Social Services	\$ 1,124,536.95	\$ -	\$ -	\$ -	\$ -	\$ 1,124,536.95
8	Culture and Recreation	\$ 3,861,584.70	\$ 6,050,000.00	\$ 100,000.00	\$ -	\$ 3,000.00	\$ 10,014,584.70
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	\$ 3,566,680.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,567,680.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,950,382.52	\$ 1,940,000.00	\$ -	\$ 398,187.48	\$ 264,000.00	\$ 10,552,570.00
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 56,518,090.44	\$ 22,550,000.00	\$ 2,910,833.00	\$ 14,165,494.10	\$ 1,168,000.00	\$ 97,312,417.54

(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)	\$	26,716,787.42
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	(15)	\$	-

TOTAL RESTRICTED FUNDS (A)	(16)	\$	49,891,283.91
-----------------------------------	------	----	----------------------

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	20,610,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(17)		
Agrees to Line (6).		\$	8,000,000.00
Allowable Capital Improvements	(18)	\$	12,610,000.00
Bonded Indebtedness	(19)	\$	8,342,413.72
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(20)		
Interlocal Agreements/Joint Public Agency Agreements	(21)	\$	707,626.51
Public Safety Communication Project (Statute 86-416)	(22)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(23)		
Judgments	(24)		
Refund of Property Taxes to Taxpayers	(25)		
Repairs to Infrastructure Damaged by a Natural Disaster	(26)		

TOTAL LID EXCEPTIONS (B)	(27)	\$	21,660,040.23
---------------------------------	------	----	----------------------

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)		\$	28,231,243.68
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>			

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

City or Village of Bellevue

IN

Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 43,544,328.46
Option 1 - (Line 1)

OPTION 2

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

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

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

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) -
Option 2 - (C)

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

CURRENT YEAR ALLOWABLE INCREASES

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

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% 22.35 %
(3)

$\frac{842,966,373.00}{2020 \text{ Growth per Assessor}} \div \frac{3,392,853,103.00}{2019 \text{ Valuation}} = \frac{24.85}{\text{Multiply times 100 To get \%}}$

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

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

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

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

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

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 25.85 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 11,256,208.91
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 54,800,537.37
(8)

Less: Restricted Funds from Lid Supporting Schedule 28,231,243.68
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 26,569,293.69
(10)

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

City or Village of Bellevue
 IN
Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	43,544,328.46
	Option 1 - (Line 1)

<u>Totals from last year's Lid Form</u>		
City of Bellevue		\$ 38,916,629.18
SID 171 Annexation		\$ 273,787.40
SID 177 Annexation		\$ 45,526.92
SID 180 Annexation		\$ 1,563,809.24
SID 182 Annexation		\$ 27,938.34
SID 183 Annexation		\$ 353,084.96
SID 186 Annexation		\$ 512,336.78
SID 197 Annexation		\$ 61,266.67
SID 208 Annexation		\$ 527,209.48
SID 215 Annexation		\$ 261,200.61
SID 265 Annexation		\$ 366,064.32
SID 269 Annexation		\$ 63,590.09
SID 279 Annexation		\$ 220,081.52
SID 280 Annexation		\$ 181,252.50
SID 289 Annexation		\$ 170,550.45
		\$ 43,544,328.46

City or Village of Bellevue in Sarpy County

2020-2021 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement		Amount Budgeted
Library Design & Rennovation 2020-21	\$	4,500,000.00
Park Improvements	\$	1,550,000.00
Street Resurfacing	\$	5,870,000.00
36th Street Improvements	\$	7,730,000.00
Cemetery Roadway Repairs/Resurfacing	\$	100,000.00
Fire Training Site Roadway Improvements	\$	110,000.00
Infrastructure Improvements	\$	750,000.00

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

\$ 20,610,000.00 \$ 20,610,000.00

Municipality Levy Limit Form

City or Village of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		26,716,787.42
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)		18,374,373.70
Valuation	(9)		<u>4,379,801,232</u>
Municipality Levy Subject to Levy Authority	(10)		0.419525
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>0.419525</u></u> (A)

Levy Authority

Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		<input type="text" value="707,627"/>	0.016157
Total Municipality Levy Authority			<u><u>0.466157</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	\$ 97,312,417.54
2020-2021 Necessary Cash Reserve	\$ 25,514,179.96
2020-2021 Total Resources Available	\$ 122,826,597.50
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 26,716,787.42
Unused Budget Authority Created For Next Year	\$ 26,569,293.69

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 18,374,373.70
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	97,312,417.54	-23%
Property Tax Request	\$ 20,696,404.03	\$ 26,716,787.42	29%
Valuation	3,392,853,103	4,379,801,232	29%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.472542		

City or Village of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF CHANGES TO PREVIOUSLY PUBLISHED BUDGET SUMMARY

PUBLIC NOTICE is given that the budget summary posted on August 26th 2020 changed. A summary of changes are listed below. The budget detail is available at the office of the Clerk during regular business hours.

	<i>notes</i>	Budget Summary Presented for Vote September 1, 2020 City Council Meeting	Changes	Budget Summary Published August 26, 2020
2018-2019 Actual Disbursements & Transfers		\$ 75,078,859.05	\$ -	\$ 75,078,859.05
2019-2020 Actual/Estimated Disbursements & Transfers		\$ 126,248,816.79	\$ -	\$ 126,248,816.79
2020-2021 Proposed Budget of Disbursements & Transfers		\$ 97,312,417.54	\$ -	\$ 97,312,417.54
2020-2021 Necessary Cash Reserve		\$ 25,514,179.96	\$ -	\$ 25,514,179.96
2020-2021 Total Resources Available		\$ 122,826,597.50	\$ -	\$ 122,826,597.50
Total 2020-2021 Personal & Real Property Tax Requirement		\$ 26,716,787.42	\$ -	\$ 26,716,787.42
Unused Budget Authority Created For Next Year	1	\$ 26,569,293.69	\$ 4,389,048.47	\$ 22,180,245.22
Breakdown of Property Tax:				
Personal and Real Property Tax Required for Non-Bond Purposes		\$ 18,374,373.70	\$ -	\$ 18,374,373.70
Personal and Real Property Tax Required for Bonds		\$ 8,342,413.72	\$ -	\$ 8,342,413.72

notes:

- 1 Change per certified valuation in 2020 Growth per Assessor (Page 9 - Line (3))
Change in Base Unrestricted Funds (inclusion of annexed SID amounts)

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)	
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22	IT Services	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 to 6-30-21	800 MHZ System (E-911)	\$ 65,827.71
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
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 thru 6-30-2019 7-1-2019 thru 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-2024	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 56,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 57,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	\$ 31,000.00
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 12-1-19 to 11-30-2020	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	
Bellevue Housing Authority (BHA)	2-14-11 to 12-31-21	Giving authorization for City Inspectors to perform inspections needed by the BHA	
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	

Total Amount used as Lid Exemption

\$ 707,626.51

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Budget Task Force, Rich Severson, Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2020-2021 Budget (Fiscal Year Ending September 30, 2021).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$97.3 million in fiscal year 2020-21. Revenues in 2020-21 are budgeted at \$99.3 million. The difference of \$2.0 million being the continued strengthening of cash reserves. The property tax levy rate remains at 0.610000 per \$100 of valuation.

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 \$99,312,417.54 and Expenditures of \$97,312,417.54. Cash reserves increase by \$2,000,000.00 to an estimated \$25 million.

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:

Open public hearing for the tax request of \$26,716,787.42 (0.610000 levy) for the fiscal year ending September 30, 2021. Vote on Resolution No. 2020-25.
Vote on additional 1% restricted funds.
Vote on fiscal year 2020-2021 budget Ordinance No. 4005.

ATTACHMENTS:

1. <input type="text" value="Budget Ordinance No. 4005"/>	2. <input type="text" value="Resolution No.2020-25 - Setting Tax Request"/>	3. <input type="text" value="Budget Presentation"/>
4. <input type="text" value="State Budget Forms"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





FYE2021 Draft Budget

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

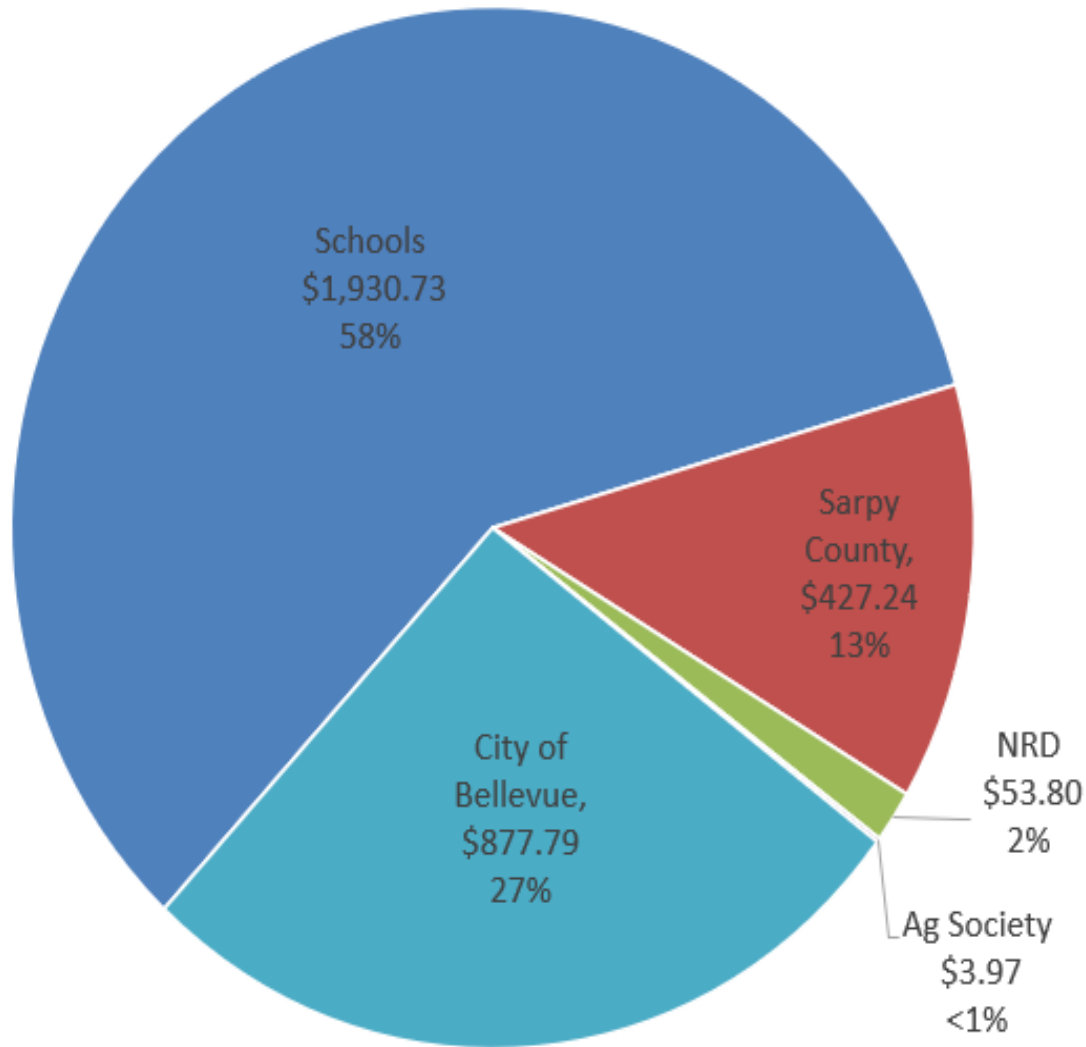
Property owners results will vary as individual valuations may increase or decrease

B. Aggressive bonding of new projects to take advantage of low interest rates and conserve cash

C. Funding sufficient to continue to build a better Bellevue

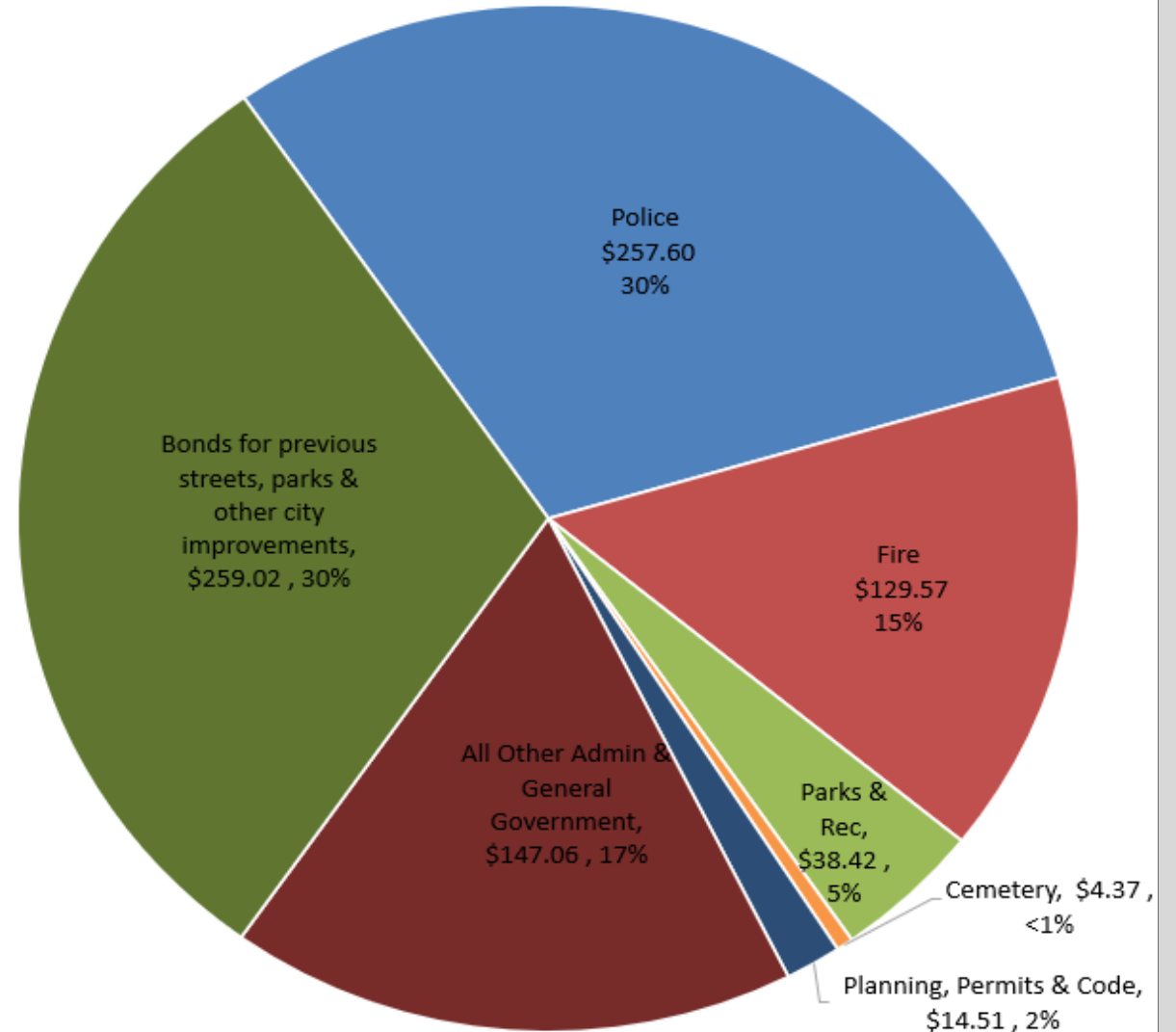
WHERE YOUR TAXES GO

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, Nebraska
Annual Budget for the Year Ending September 30, 2021
Bellevue's Taxpayers

<u>Valuation</u>	<u>Bellevue's Property Tax</u>	<u>Each 0.01 of levy:</u>
\$ 100,000	\$ 610	\$ 10.00
\$ 200,000	\$ 1,220	\$ 20.00
\$ 300,000	\$ 1,830	\$ 30.00
\$ 400,000	\$ 2,440	\$ 40.00
\$ 500,000	\$ 3,050	\$ 50.00

Bellevue's Budgeted Spending

\$ 97,312,418

Estimated Population

63,000

Spending Per Capital

\$ 1,545

**City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget**

	<u>Total</u>
Forecasted Fund Balance (Cash) at 09-30-20	\$ 23,514,179.96
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	\$ 25,514,179.96

**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
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	\$ 99,312,417.54	\$ 71,944,093.28	\$ 11,802,570.00	\$ 1,005,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 13,068,161.28
Budgeted Expenditures	\$ 97,312,417.54	\$ 71,944,093.28	\$ 10,552,570.00	\$ 255,740.00	\$ 750,120.00	\$ 688,732.98	\$ 53,000.00	\$ 13,068,161.28
Budgeted Net increase / (decrease)	\$ 2,000,000.00	-	\$ 1,250,000.00	\$ 750,000.00	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-21	\$ 25,514,179.96	\$ 7,095,889.82	\$ 4,206,660.12	\$ 4,012,359.09	\$ 1,582,818.29	\$ 170,115.27	\$ 92,688.66	\$ 8,353,648.71
% increase / decrease in cash								
9/30/21 vs 9/30/19	20.2%	(17.5%)	73.6%	15.9%	-	-	-	70.4%
9/30/21 vs 9/30/20	8.5%	-	42.3%	23.0%	-	-	-	-

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

	Total Budget All Funds	<u>Gen Fund & All Other Funds</u>		<u>F60</u>	<u>F50</u>	<u>F95</u>		<u>F55</u>	<u>F80 & F81</u>	<u>F20</u>
		Operational Budget	Capital Budget	Community Development (CDBG)	Community Betterment (Keno)	Debt Service	Refundings	<u>Economic Development</u>	<u>Police Funds</u>	<u>Wastewater</u>
<u>Operating Revenues</u>										
Property Taxes	28,715,639.35	20,647,478.07	-	-	8,068,161.28	-	-	-	-	-
Sales Taxes	12,751,300.00	12,751,300.00	-	-	-	-	-	-	-	-
Occupation/Business Taxes	2,221,283.07	2,221,283.07	-	-	-	-	-	-	-	-
State Aid/Payments	8,223,496.49	8,223,496.49	-	-	-	-	-	-	-	-
Fees, Permits and Licenses	18,311,183.65	8,157,113.65	-	-	-	-	-	53,000.00	10,101,070.00	-
Other Revenues	2,517,514.98	822,422.00	688,732.98	1,005,740.00	-	-	120.00	-	-	500.00
Total Operating Revenue	72,740,417.54	52,823,093.28	-	688,732.98	1,005,740.00	8,068,161.28	-	120.00	53,000.00	10,101,570.00
<u>Operating Expenditures</u>										
Salaries & Wages	23,497,702.28	22,797,608.07	-	-	-	-	-	-	-	700,094.21
Fringe Benefits	9,308,175.79	9,064,083.21	-	-	-	-	-	-	-	244,092.58
Total Personnel	32,805,878.07	31,861,691.28	-	-	-	-	-	-	-	944,186.79
Department Expenditures	23,634,156.37	15,522,394.64	688,732.98	252,740.00	110,973.02	-	120.00	53,000.00	7,006,195.73	-
Capital Leases	507,289.34	415,941.86	-	-	-	-	-	-	-	91,347.48
Total Operational Expenditures	56,947,323.78	47,800,027.78	-	688,732.98	252,740.00	110,973.02	-	120.00	53,000.00	8,041,730.00
Other Expenditures										
All Other										
Bond Principal & Interest & Fees	7,995,704.76	622,232.50	-	-	7,066,632.26	-	-	-	-	306,840.00
All Other	83,056.00	-	-	-	83,056.00	-	-	-	-	-
Total Other Expenditures	8,078,760.76	622,232.50	-	-	7,149,688.26	-	-	-	-	306,840.00
CapEx Funded by Operations	5,056,833.00	4,066,833.00	-	-	-	-	750,000.00	-	-	240,000.00
<u>Transfers In & Out</u>										
Transfers (Revenue)	1,168,000.00	417,000.00	-	-	-	-	750,000.00	-	-	1,000.00
Transfers (Expenditures)	1,168,000.00	751,000.00	-	3,000.00	150,000.00	-	-	-	-	264,000.00
Total Net Transfers	-	(334,000.00)	-	(3,000.00)	(150,000.00)	-	750,000.00	-	-	(263,000.00)
Operating Net Revenues	2,657,500.00	(0.00)	-	-	750,000.00	657,500.00	-	-	-	1,250,000.00
<u>Other Uses of Funds</u>										
Refunding Bond Principal & Interest	5,600,000.00	-	-	-	-	5,600,000.00	-	-	-	-
Bond Issue Fees	57,500.00	-	-	-	-	57,500.00	-	-	-	-
<u>Capital Expenditures</u>										
CapEx Funded by Outside Agencies	6,764,000.00	-	6,764,000.00	-	-	-	-	-	-	-
CapEx Funded by Bonding	13,640,000.00	-	11,940,000.00	-	-	-	-	-	-	1,700,000.00
Total Capital Expenditures	20,404,000.00	-	18,704,000.00	-	-	-	-	-	-	1,700,000.00
Total Other Uses of Funds	26,061,500.00	-	18,704,000.00	-	-	-	5,657,500.00	-	-	1,700,000.00
<u>Other Sources of Funds</u>										
Grants and Other Cost Sharing	6,764,000.00	-	6,764,000.00	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	18,640,000.00	-	11,940,000.00	-	-	5,000,000.00	-	-	-	1,700,000.00
Total Other Sources of Funds	25,404,000.00	-	18,704,000.00	-	-	5,000,000.00	-	-	-	1,700,000.00
Total Revenues	99,312,417.54	53,240,093.28	18,704,000.00	688,732.98	1,005,740.00	8,068,161.28	5,000,000.00	750,120.00	53,000.00	11,802,570.00
Total Expenditures	97,312,417.54	53,240,093.28	18,704,000.00	688,732.98	255,740.00	7,410,661.28	5,657,500.00	750,120.00	53,000.00	10,552,570.00
Net Revenues / (Expenditures)	2,000,000.00	-	-	-	750,000.00	657,500.00	(657,500.00)	-	-	1,250,000.00
Cash Beginning	23,514,179.96	7,095,889.82	-	170,115.27	3,262,359.09	8,353,648.71	-	1,582,818.29	92,688.66	2,956,660.12
Cash Ending	25,514,179.96	7,095,889.82	-	170,115.27	4,012,359.09	8,353,648.71	-	1,582,818.29	92,688.66	4,206,660.12

**City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness**

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$2,415,000	\$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$2,175,000	\$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$12,000,000	\$3,625,000	\$71,530,000	1.63%

Valuation: \$4,379,801,232

**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:

\$ 18,374,373.70	Property Taxes for Non-Bond Purposes
\$ 8,342,413.72	Principal and Interest on Bonds
\$ 26,716,787.42	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	\$ 78,905,000.00
Interest	\$ 15,342,681.00
Total Bonded Indebtedness	\$ 94,247,681.00

\$ 4,379,801,232 **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

**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:

\$ 18,374,373.70	Property Taxes for Non-Bond Purposes
\$ 8,342,413.72	Principal and Interest on Bonds
\$ 26,716,787.42	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	\$ 78,905,000.00
Interest	\$ 15,342,681.00
Total Bonded Indebtedness	\$ 94,247,681.00

\$ 4,379,801,232 **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.

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	\$ 26,452,264.42
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	\$ 48,451,304.63
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	\$ 122,826,597.50
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 75,078,859.05	\$ 126,248,816.79	\$ 97,312,417.54
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 21,230,661.63	\$ 23,514,179.96	\$ 25,514,179.96
27	Cash Reserve Percentage			36%
PROPERTY TAX RECAP		Tax from Line 6		\$ 26,452,264.42
		County Treasurer Commission at 1%		\$ 264,523.00
		Total Property Tax Requirement		\$ 26,716,787.42

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	\$ 18,374,373.70
Bond Fund	\$ 8,342,413.72
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 26,716,787.42

** 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	\$ 25,514,179.96
Remaining Cash Reserve	\$ 25,514,179.96
Remaining Cash Reserve %	36%

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	\$ 7,207,126.92	\$ -	\$ 245,833.00	\$ 12,729,132.26	\$ 900,000.00	\$ 21,082,092.18
3	Public Safety - Police and Fire	\$ 23,097,116.58	\$ 110,000.00	\$ 1,850,000.00	\$ 146,137.80	\$ -	\$ 25,203,254.38
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,086,022.84	\$ 13,600,000.00	\$ 665,000.00	\$ 892,036.56	\$ -	\$ 20,243,059.40
6	Public Works - Other	\$ 3,882,786.95	\$ 100,000.00	\$ 50,000.00	\$ -	\$ -	\$ 4,032,786.95
7	Public Health and Social Services	\$ 1,124,536.95	\$ -	\$ -	\$ -	\$ -	\$ 1,124,536.95
8	Culture and Recreation	\$ 3,861,584.70	\$ 6,050,000.00	\$ 100,000.00	\$ -	\$ 3,000.00	\$ 10,014,584.70
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	\$ 3,566,680.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 3,567,680.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,950,382.52	\$ 1,940,000.00	\$ -	\$ 398,187.48	\$ 264,000.00	\$ 10,552,570.00
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 56,518,090.44	\$ 22,550,000.00	\$ 2,910,833.00	\$ 14,165,494.10	\$ 1,168,000.00	\$ 97,312,417.54

(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)	\$	26,716,787.42
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	(15)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	49,891,283.91

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	20,610,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(17)		
Agrees to Line (6).		\$	8,000,000.00
Allowable Capital Improvements	(18)	\$	12,610,000.00
Bonded Indebtedness	(19)	\$	8,342,413.72
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(20)		
Interlocal Agreements/Joint Public Agency Agreements	(21)	\$	707,626.51
Public Safety Communication Project (Statute 86-416)	(22)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(23)		
Judgments	(24)		
Refund of Property Taxes to Taxpayers	(25)		
Repairs to Infrastructure Damaged by a Natural Disaster	(26)		
TOTAL LID EXCEPTIONS (B)	(27)	\$	21,660,040.23

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 28,231,243.68
---	-------------------------

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

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

LID COMPUTATION FORM FOR FISCAL YEAR 2020-2021

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2019-2020 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	43,544,328.46
	Option 1 - (Line 1)

<u>Totals from last year's Lid Form</u>		
City of Bellevue		\$ 38,916,629.18
SID 171 Annexation		\$ 273,787.40
SID 177 Annexation		\$ 45,526.92
SID 180 Annexation		\$ 1,563,809.24
SID 182 Annexation		\$ 27,938.34
SID 183 Annexation		\$ 353,084.96
SID 186 Annexation		\$ 512,336.78
SID 197 Annexation		\$ 61,266.67
SID 208 Annexation		\$ 527,209.48
SID 215 Annexation		\$ 261,200.61
SID 265 Annexation		\$ 366,064.32
SID 269 Annexation		\$ 63,590.09
SID 279 Annexation		\$ 220,081.52
SID 280 Annexation		\$ 181,252.50
SID 289 Annexation		\$ 170,550.45
		\$ 43,544,328.46

City or Village of Bellevue in Sarpy County

2020-2021 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted	
Library Design & Rennovation 2020-21	\$	4,500,000.00
Park Improvements	\$	1,550,000.00
Street Resurfacing	\$	5,870,000.00
36th Street Improvements	\$	7,730,000.00
Cemetery Roadway Repairs/Resurfacing	\$	100,000.00
Fire Training Site Roadway Improvements	\$	110,000.00
Infrastructure Improvements	\$	750,000.00

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

\$ 20,610,000.00 \$ 20,610,000.00

Municipality Levy Limit Form

City or Village of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		26,716,787.42
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)		18,374,373.70
Valuation	(9)		<u>4,379,801,232</u>
Municipality Levy Subject to Levy Authority	(10)		0.419525
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>0.419525</u></u> (A)

Levy Authority

Municipality Levy Limit			0.450000
Municipality property taxes designated for interlocal agreements		<input type="text" value="707,627"/>	0.016157
Total Municipality Levy Authority			<u><u>0.466157</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	\$ 97,312,417.54
2020-2021 Necessary Cash Reserve	\$ 25,514,179.96
2020-2021 Total Resources Available	\$ 122,826,597.50
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 26,716,787.42
Unused Budget Authority Created For Next Year	\$ 26,569,293.69

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 18,374,373.70
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	97,312,417.54	-23%
Property Tax Request	\$ 20,696,404.03	\$ 26,716,787.42	29%
Valuation	3,392,853,103	4,379,801,232	29%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.472542		

City or Village of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF CHANGES TO PREVIOUSLY PUBLISHED BUDGET SUMMARY

PUBLIC NOTICE is given that the budget summary posted on August 26th 2020 changed. A summary of changes are listed below. The budget detail is available at the office of the Clerk during regular business hours.

	<i>notes</i>	Budget Summary Presented for Vote September 1, 2020 City Council Meeting	Changes	Budget Summary Published August 26, 2020
2018-2019 Actual Disbursements & Transfers		\$ 75,078,859.05	\$ -	\$ 75,078,859.05
2019-2020 Actual/Estimated Disbursements & Transfers		\$ 126,248,816.79	\$ -	\$ 126,248,816.79
2020-2021 Proposed Budget of Disbursements & Transfers		\$ 97,312,417.54	\$ -	\$ 97,312,417.54
2020-2021 Necessary Cash Reserve		\$ 25,514,179.96	\$ -	\$ 25,514,179.96
2020-2021 Total Resources Available		\$ 122,826,597.50	\$ -	\$ 122,826,597.50
Total 2020-2021 Personal & Real Property Tax Requirement		\$ 26,716,787.42	\$ -	\$ 26,716,787.42
Unused Budget Authority Created For Next Year	1	\$ 26,569,293.69	\$ 4,389,048.47	\$ 22,180,245.22
Breakdown of Property Tax:				
Personal and Real Property Tax Required for Non-Bond Purposes		\$ 18,374,373.70	\$ -	\$ 18,374,373.70
Personal and Real Property Tax Required for Bonds		\$ 8,342,413.72	\$ -	\$ 8,342,413.72

notes:

- 1 Change per certified valuation in 2020 Growth per Assessor (Page 9 - Line (3))
Change in Base Unrestricted Funds (inclusion of annexed SID amounts)

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)	
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22	IT Services	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 to 6-30-21	800 MHZ System (E-911)	\$ 65,827.71
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
<i>Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County</i>	<i>7-1-2013 thru 6-30-2019 7-1-2019 thru 6-30-2025</i>	<i>Geographic Information System (GIS)</i>	\$ 72,000.00
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-2024	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 56,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 57,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	\$ 31,000.00
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 12-1-19 to 11-30-2020	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	
Bellevue Housing Authority (BHA)	2-14-11 to 12-31-21	Giving authorization for City Inspectors to perform inspections needed by the BHA	
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	

Total Amount used as Lid Exemption

\$ 707,626.51

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	
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 4-25-11 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 8-1- 19 to 6-1-2022	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 PMRNRD	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-18 to 5-1-19 5-1-19 to 5-1-20	Sharing of costs of ProPhoenix, an integrated Public Safety Software System	

Total Amount used as Lid Exemption

\$ -

**CERTIFICATION OF TAXABLE VALUE
And VALUE ATTRIBUTABLE TO GROWTH**

{format for all political subdivisions other than
a) sanitary improvement districts in existence five years or less.
b) community colleges, and c) school districts}

TAX YEAR 2020

(certification required on or before August 20th, of each year)

TO : BELLEVUE CITY

TAXABLE VALUE LOCATED IN THE COUNTY OF SARPY COUNTY

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
-------------------------------	--	------------------------------	---------------------

BELLEVUE CITY	CITY/VILLAGE	21,705,587	4,379,801,232
	annexed	<u>821,260,786</u>	
		842,966,373	

**Value attributable to growth is determined pursuant to section 13-518 which includes real and personal property and annexation, if applicable.*

I Dan Pittman, Sarpy County Assessor hereby certify that the valuation listed herein is, to the best of my knowledge and belief, the true and accurate taxable valuation for the current year, pursuant to Neb. Rev. Stat. 13-509 and 13-518.

Dan Pittman

(signature of county assessor)

8-18-20

(date)

CC: County Clerk, Sarpy County
CC: County Clerk where district is headquartered, if different county, Sarpy County

Note to political subdivision: A copy of the Certification of Value must be attached to your budget document.

Guideline form provided by Nebraska Depr. of Revenue Property Assessment Division, Rev. 2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
9/1/2020

COUNCIL MEETING DATE: 9.1.2020	SUBMITTED BY: Legal	City Clerk
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance No. 4006: An ordinance to amend or revise certain ordinances which have been affected by or generated by legislative changes and to add or change legislative citations.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's ordinances. During review, there were several sections that needed revised due to legislative changes wherein citations needed changed, removed, or updated. Pursuant to Neb. Rev. Stat. 16-404(3)(b) since the Ordinance 4006 is used solely to revise ordinances or code sections in order to adopt statutory changes made by the legislative change, these revisions may be contained in one ordinance to made those changes.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4006 to allow for statutory changes and revisions to be incorporated into several sections of the City Code.

ATTACHMENTS:

1. Ordinance 4006 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer
[Signature]
[Signature]

ORDINANCE NO. 4006

AN ORDINANCE TO AMEND OR REVISE CERTAIN ORDINANCES AS FURTHER DETAILED HEREIN WHICH HAVE BEEN AFFECTED BY OR GENERATED BY LEGISLATIVE CHANGES AND TO ADD OR CHANGE LEGISLATIVE CITATIONS, TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That the following sections of the Bellevue Municipal Code are hereby amended due to legislative changes to read as follows:

Sec. 2-187 RETENTION, DISPOSITION OF RECORDS.

The city clerk shall keep and carefully preserve all papers and books which may come into his or her possession as clerk, filing and arranging them in a manner convenient for reference. After the period of time specified by the state records board pursuant to the Records Management Act, Neb. RS §§84-1201 to 84-1220, the clerk may transfer the journal of council proceedings to the state archives of the Nebraska State Historical Society for permanent preservation.

Sec. 2-221 ADOPTION OF PROVISIONS.

There is hereby adopted by the City of Bellevue the Civil Service Act, being Neb. RS §§19-1825 to 19-1848 ~~pursuant to the statutes of the State of Nebraska~~. Such Civil Service Act shall be in words and terms as contained in this article.

Sec. 4-31.1 SAME – CRITERIA FOR APPROVAL OR DENIAL OF APPLICATIONS.

In addition to the absolute prohibition contained in the Liquor Control Act against the granting of licenses to sell alcoholic liquor under certain conditions specified therein, the city council shall consider the following criteria when determining whether or not to recommend approval or denial of an application for a retail alcoholic liquor license, for the upgrading of a license to sell alcoholic liquor, or for the expansion or change in location of the premises:

- (a) Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions, requirements, needs, and regulations provided for in the Nebraska Liquor Control Act.
- (b) Information contained in the public records of the Nebraska Liquor Control Commission and/or investigations conducted by the police department relating to the applicant(s).
- (c) Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with Neb. RS §53-168.06 ~~Nebraska Revised Statutes section 53-102~~ of the Nebraska Liquor Control Act.

- (d) Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act and this article.
- (e) Whether the applicant has taken reasonable precautions to protect against the possibility of shoplifting of alcoholic beverages.
- (f) Past instances of discrimination involving the applicant(s) as evidenced by findings of fact before any administrative board or agency of the municipality or any other governmental board or agency or any other governmental unit or court of law.
- (g) Past compliance with state laws and liquor regulations and municipal ordinances and regulations.
- (h) Whether the applicant or its representatives have suppressed any facts or provided any nonfactual information to the governing body or its employees or designated agents in regard to the license application or liquor investigations. The applicant is required to cooperate in providing a full disclosure to the investigating agents of the municipality.
- (i) Proximity of and impact on schools, hospitals, libraries, and public institutions or facilities.
- (j) Whether the type of entertainment to be offered, if any, will be appropriate and nondisruptive to the neighborhood where the premises are located and to the community at large.
- (k) Whether or not applicant has ever forfeited bond to appear in court to answer charges of having committed a felony, or charges of having violated any law or ordinance enacted in the interest of good morals and decency, or has been convicted of violating or forfeiting bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquors.
- (l) Whether or not the proposed premises conforms to all building regulations and all fire regulations imposed by the Municipal Code of the City of Bellevue.
- (m) Whether the residence requirements of Nebraska Revised Statutes section 53-125 are met.
- (n) The adequacy of existing law enforcement resources and services in the area.
- (o) The recommendation of the police department or any other law enforcement agency.
- (p) Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking.
- (q) Zoning restrictions and the municipality's zoning and land-use policies.
- (r) Sanitation or sanitary conditions on or about the proposed licensed premises.
- (s) The existence of a citizens' protest and any other evidence in support of or in opposition to the application.
- (t) The existing population, and projected growth, both city-wide and within the area to be served.

- (u) The existing liquor licenses, the class of such license, and the location of such licenses.
- (v) The nature and needs of the neighborhood or community where the proposed premises are located as well as its projected growth.
- (w) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.
- (x) Other information and data that may reasonably be considered pertinent to the issuance of the license.

Sec. 7-6 SINGLE FILE

Any person who rides a bicycle upon a roadway shall not ride more than single file except on paths or parts of roadways set aside for the exclusive use of bicycles.

Statutory reference:

Similar provisions, see Neb. RS 1943, §60-6, 317-~~(2)~~(3).

Sec. 9-2 ELECTION DATE

The city shall hold its municipal election for the year 1976 and all succeeding municipal elections thereafter on the same date as the statewide general election for the state.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~32-304~~32-403.

Sec. 11-42 EXEMPTION FROM TAX LEVY.

This occupation tax shall not be levied upon any metropolitan utilities district distributing or selling gas within the city limits, which district is presently paying a sum pursuant to Neb. RS ~~§14-1042(1943)~~ §14-2139.

Sec. 12-57 DEFINITIONS

- A. For the purposes of this article, the words ~~PERMISSIBLE FIREWORKS~~ **CONSUMER FIREWORKS** shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven-eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain each in weight, color wheels and any other fireworks approved under the provisions of Neb. RS ~~§28-1247(1943)~~ §28-1241(6)(a).
- B. The term **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float

in the air. *FLYING LANTERNS* shall not include hot-air balloons used for transporting persons.

Sec. 18-18 PEDESTRIANS CROSSING BARRIERS AT RAILROAD GRADE CROSSING OR BRIDGE.

No pedestrian shall pass through, around, over or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-641 et seq.~~ 60-6,152

Sec. 18-19 HORSES ON SIDEWALKS

No person shall ride or permit to pass any horse or any vehicle drawn thereby over, upon or across any sidewalk, sidewalk space or public park or plot on or along any public street within the city.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-676~~ 60-6,178.

Sec. 18-33 APPLICABILITY OF PLACEMENT AND LEGIBILITY OF SIGNS IN RELATION TO ENFORCEMENT OF ARTICLE.

No provisions of this article for which signs are required shall be enforced against an alleged violator, if at the time and place of the alleged violation, an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective even though no signs are erected or in place.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-609~~ 60-6,119.

Sec. 18-75 LIGHTS ON PARKED VEHICLES.

- A. Whenever a vehicle is lawfully parked at nighttime upon any street within a business or residence district, no lights need be displayed upon such parked vehicle.
- B. Whenever a vehicle is parked upon a street or highway outside of a business or residence district during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps which exhibit a white light on the roadway side visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-670.01~~ §60-6,219 and §60-6,220

Sec. 18-86 NO PARKING ZONES AND LIMITED PARKING ZONES

The police department of the city shall have sole jurisdiction of establishing “No Parking” zones and limited parking zones of whatever duration deemed appropriate and of placing “No Parking” signs and the proper time limit sign in the established zones. No person shall disregard any such public notices or interfere with any restricted authority; provided, that it shall not be a violation of this section for a United States Post Office vehicle, while in official use, to be temporarily stopped in a “No Parking” zone for the purpose of parcel delivery, special delivery or mail relay.

Statutory reference:

Similar provisions, see Neb. RS 1943, ~~§39-673, 39-697~~ §60-6, 167 and §60-6,182

Sec. 18-87 PARKING IN MANNER OBSTRUCTING DRIVEWAYS, ALLEYS, ETC.

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a law enforcement officer or traffic control device, no person shall stop, stand or park any vehicle, whether the vehicle is attended or not, on any street or highway or roadway within the city;
1. In any manner that would interfere with ingress or egress of any private driveway or public driveway or established alley.
 2. Within two feet either side of the opening of a private driveway, public driveway or established alley.
 3. Within 15 feet of any fire hydrant.
 4. Within 30 feet of any flashing signal, stop sign, yield sign or other traffic control device located at the side of a street, highway or roadway.
 5. Within 20 feet of either side of a crosswalk at an intersection.
 6. On the roadway side of any vehicle stopped or parked at the edge or curb of a street, highway or roadway.
 7. On a sidewalk.
 8. Within 20 feet of the driveway entrance to any fire station and on the side of the street, highway or roadway opposite the entrance to any fire station within 75 feet of such entrance when properly signposted.
 9. Along any curb line painted red or yellow.
 10. Within 30 feet of points on the curb immediately opposite the closet end of a safety zone.
 11. Within any intersection of a street, highway, or roadway or sidewalk area to in any manner interfere with the use thereof by the public.
- B. Any vehicle stopped or parked or standing upon a two-way street, highway or roadway shall stand or be stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb.

- C. The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency.

Statutory reference:

Similar provisions, see Neb. RS 1943, ~~§39-672~~ §60-6, 166

Sec. 26-51 FINDINGS AND DETERMINATIONS.

The City Council of the City of Bellevue, Nebraska (the “City”), hereby finds and determines as follows:

- A. Pursuant to Neb. RS §§13-3201 to 13-3211, inclusive, the “Property Assessment Clean Energy Act” (the “Act”), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska’s citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.
- B. Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy (“PACE”) financing, which is used to overcome private capital and equity, not public debt.
- C. Pursuant to the Act and Neb. RS §13-3204, the City of Bellevue is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in such municipality. The City may enter into an agreement pursuant to the Interlocal Cooperation Act, Neb. RS §§13-801 et seq., for the creation, administration or creation and administration of clean energy assessment districts, pursuant to Neb. RS ~~§18-3210~~ §13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Sec. 27.5-21 ILLICIT DISCHARGES PROHIBITED.

- A. No person shall cause or permit the discharge of non-stormwater runoff to directly or indirectly enter the municipal separate storm sewer system unless the discharge is:
 - 1. Authorized by a NPDES permit issued by EPA or NDEQ.
 - 2. Caused by, or resulting from:
 - a) Fire fighting activities, where such discharges or flows contain no significant sources of pollutants.
 - b) Diverted stream flows.
 - c) Rising groundwaters.

- d) Uncontaminated groundwater infiltration, as defined at 40 CFR 35.2005(b)(20).
- e) Uncontaminated pumped groundwater.
- f) Discharges from potable water sources.
- g) Foundation drains.
- h) Air conditional condensation.
- i) Irrigation water.
- j) Springs.
- k) Water from crawl space pumps.
- l) Footing drains.
- m) Lawn watering.
- n) Individual residential car washing.
- o) Flows from riparian habitats and wetlands.
- p) Dechlorinated swimming pool discharges.
- q) Street washwater.
- r) Specifically authorized by the city.

B. Notwithstanding that such discharges may be permitted under 27.5-21(1), such discharges are allowable only if otherwise in conformance with all applicable provisions of this chapter and this Code.

Section 2. That the above sections of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety and amended as outlined above.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

Mayor

City Clerk

First Reading _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

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

**15b.
9/1/2020**

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2020 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution No. 2020-38: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020

ATTACHMENTS:

1. Resolution No. 2020-38	2. Annual Year-End Certification Form	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>


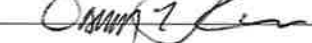
SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Roblin

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. 2020-38

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor [X] Village Board Chairperson [] of Bellevue is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this ___ day of ___, 20___ at ___ Nebraska.

City Council/Village Board Members

Blank lines for signatures of City Council/Village Board Members.

City Council/Village Board Member ___ Moved the adoption of said resolution Member ___ Seconded the Motion Roll Call: ___ Yes ___ No ___ Abstained ___ Absent Resolution adopted, signed and billed as adopted.

Attest:

Blank line for signature of Clerk.

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2020

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

**Return the completed original certification and resolution by
October 31, 2020 to:**

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
9/1/2020

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

2020 Concrete Projects Contract Addendum

SYNOPSIS/BACKGROUND:

On April 7, 2020, the City Council approved and authorized the Mayor to sign a contract with DIY HOLDING COMPANY, LLC, the low, responsible bidder for the 2020 Concrete Projects not to exceed \$272,900.00, plus 10% contingency (\$27,290.00), totaling \$300,190.00 (Agenda item 16c.). Due to ADA compliance issues relating to new playground equipment in Two Springs and COVID impacts affecting the Street Department maintenance schedule, it became necessary to add additional concrete work to the contract to complete the necessary work in the current fiscal year. The required funding is available from this year's resurfacing project which was completed approximately \$245,000 under budget. Therefore, Public Works requests approval of an addendum to the original contract increasing the contract by \$175,000.00.

FISCAL IMPACT: \$175,000.00	BUDGETED FUNDS: YES	GRANT/MATCHING FUNDS: NO
-----------------------------	---------------------	--------------------------

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2020 Concrete Projects		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: CIP ST 20(6) City-wide, various locations - concrete rehab; CIP ST 20(7), Capehart Rd, Kennedy Frwy to Dow St		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER: ST 20(6); ST 20(7)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: CIPST20(6); CIPST20(7)	ACCOUNT NUMBER:	

RECOMMENDATION:

Request the City Council approve and authorize the Mayor to sign the addendum to the original contract with DIY HOLDING COMPANY, LLC., increasing the original contract for the 2020 Concrete Projects by \$175,000.00.

ATTACHMENTS:

1. Addendum (Work Change Directive)	2. Original Contract approved April 7, 2020	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. ...
[Signature]
[Signature]

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 09/02/2020

EFFECTIVE DATE 06/26/2020

OWNER

City of Bellevue

CONTRACTOR

DIY Holding Co, LLC

Contract:

April 8, 2020

Project:

2020 Concrete Projects

OWNER'S Contract No. N/A

ENGINEER's Project No. BPW-200102

You are directed to proceed promptly with the following change(s):

Description: **Perform additional concrete repairs as directed by the City of Bellevue Public Works Department / Streets Superintendent.**

Purpose of Work Change Directive:

Additional concrete work to be performed in the two additional areas as follows:

- 1) **Curb ramps will be replaced along Spring Blvd and 34th Street in Two Springs Subdivision in order to improve ADA accessibility to Two Springs Park;**
- 2) **Concrete street repairs will be performed on Harlan Drive between Hillcrest Drive and Ludwig Drive.**

The nature of the additional work is consistent with the scope of work for this contract and can be itemized using existing bid items.

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

Unit Prices (as bid)

Lump Sum

Cost of the Work _____

Estimated increase (~~decrease~~) in Contract Price: **\$175,000.00**

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;
Ready for final payment: days.

ISSUED TO:

DIY Holding Co, LLC

CONTRACTOR

RECOMMENDED AND AUTHORIZED:

City of Bellevue

OWNER

By:

By:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/12/2020

COUNCIL MEETING DATE: 09/01/2020		SUBMITTED BY: Community Development Director & Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Emergency Operations Center

SYNOPSIS/BACKGROUND:

The City has an existing space that is dedicated as their Emergency Operations Center, aka "EOC". Due to COVID-19, many weaknesses were discovered in their current EOC that has greatly hindered the emergency operations team and other essential staff from effectively responding to the current pandemic and also continuing normal City operation during the pandemic. By way of this engagement, AVI Systems will provide professional engineering services for emergency operations room project thereby allowing the emergency operations team and other City personnel and officials to use the space in a flexible manner to conduct many types of use-cases so they can make proactive, but also strategic reactive decisions to events.

FISCAL IMPACT: \$17,867.52 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Emergency Operations Center Agreement

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:

Approve and authorize the Mayor to sign the Agreement with AVI to provide professional engineering services for the emergency operation center, in amount not to exceed \$17,867.52.

ATTACHMENTS:

1. Proposal/Agreement	2.	3.
4.	5.	6.

SIGNATURES:

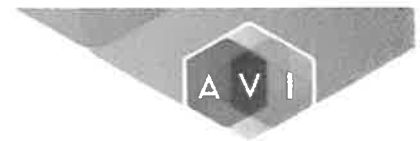
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
[Signature]
[Signature]

Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1021753
Prepared For: Bellevue, City of
Attn: Mark Elbert

Proposal Date: August 11, 2020

City of Bellevue "Emergency Operations Center"

Prepared By: Kevin Keller
Phone: (402)384-4563
Email: kevin.keller@avisystems.com

BILL TO

Attn: Mark Elbert
Bellevue, City of
1500 Wall Street
Bellevue, NE, 68005
Phone: (402)293-3000
Email: mark.elbert@bellevue.net
Customer Number: 9552

SITE

Attn: Tahnee King
Bellevue, City of
1500 Wall Street
Bellevue, NE, 68005
Phone: (402)682-6157
Email: tahnee.king@bellevue.net

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$17,867.52
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$17,867.52

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

ENGINEERING SCOPE OF WORK

Location: City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Environment: 2nd Floor EOC “Emergency Operations Center”

Scope:

Customer has an existing space that is dedicated as their Emergency Operations Center, aka “EOC”. Due to COVID-19, Customer discovered many weaknesses in their current EOC that hindered them from effectively responding to the current pandemic. By way of this “Pro-Design” engagement, AVI Systems will appoint a dedicated and local resource talent to work with customer by conducting several interactions of detailed discovery and will develop in partnership with the customers appointed stakeholders of the project to deliver an inclusive technology solution allowing customer to use the space in a flexible manner to conduct many types of use-cases so they can make proactive, but also strategic reactive decisions to events.

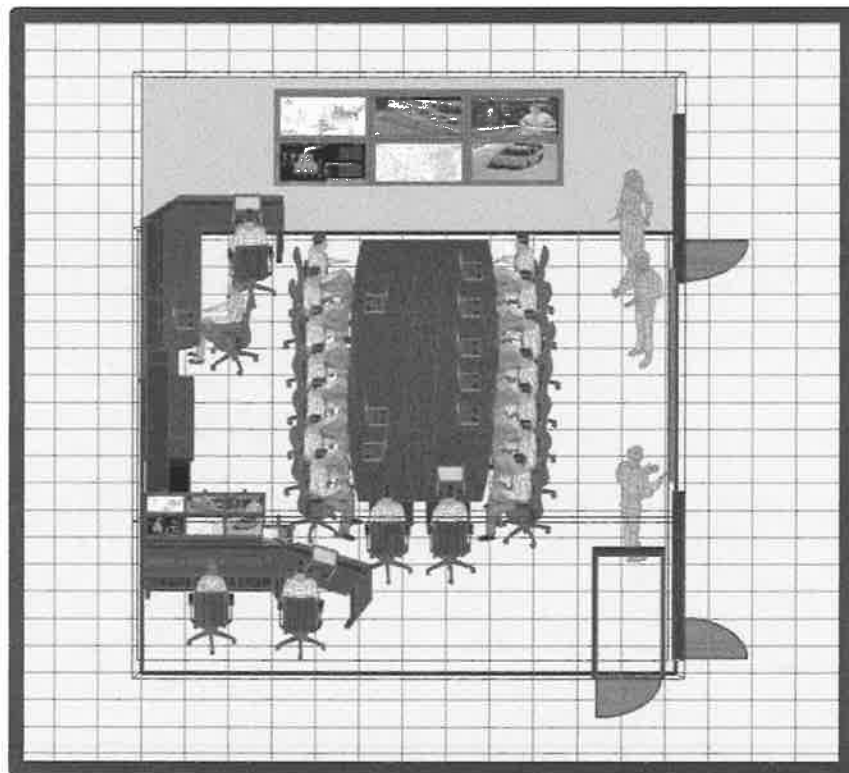
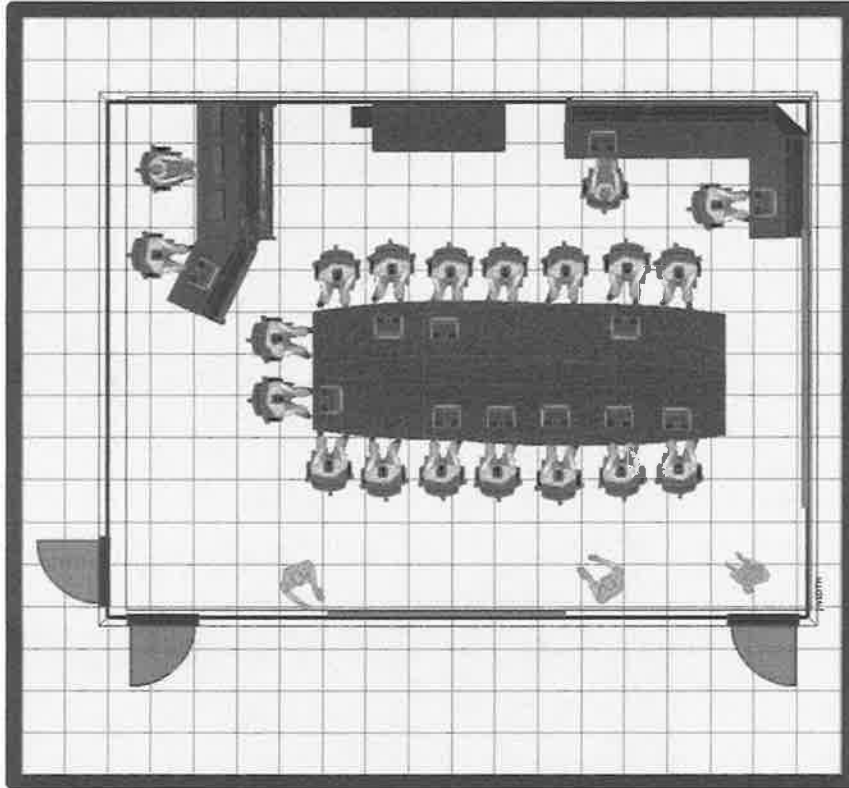
In addition to the Services and Deliverables being provided in detail below (see **ENGINEERING SERVICES TO BE PROVIDED SECTION in this scope**) AVI systems will include in the design pre-determined functional requirements consisting of:

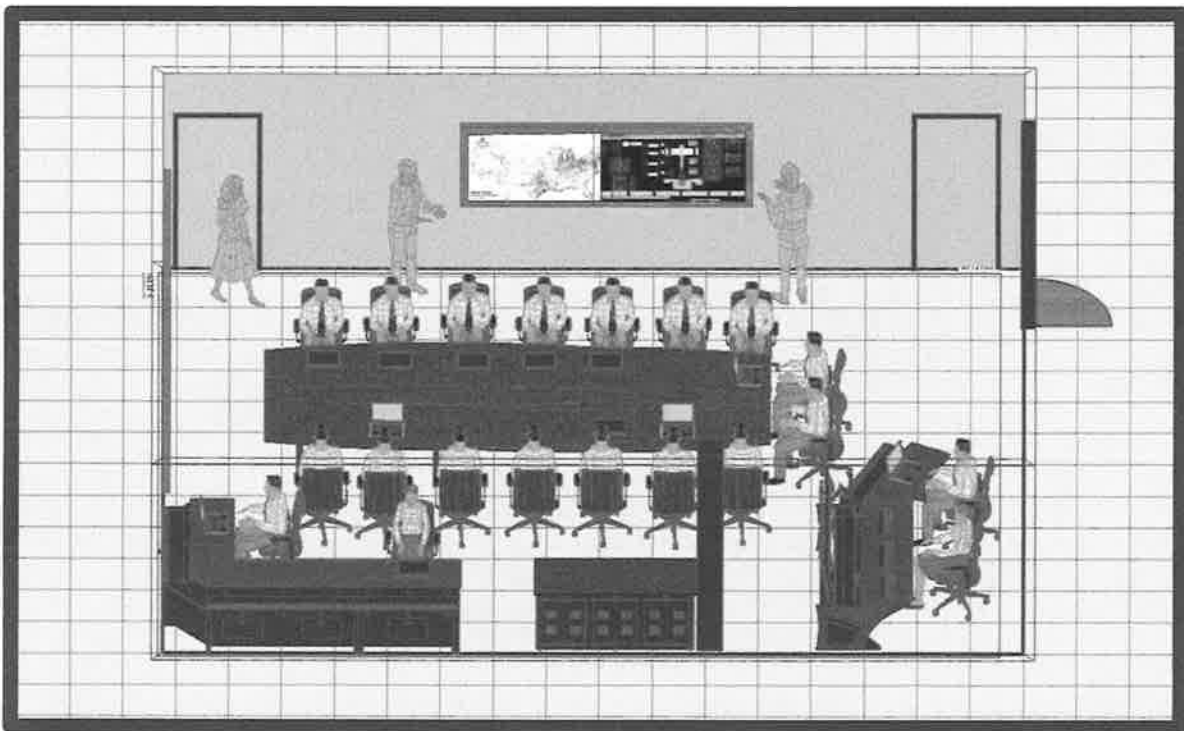
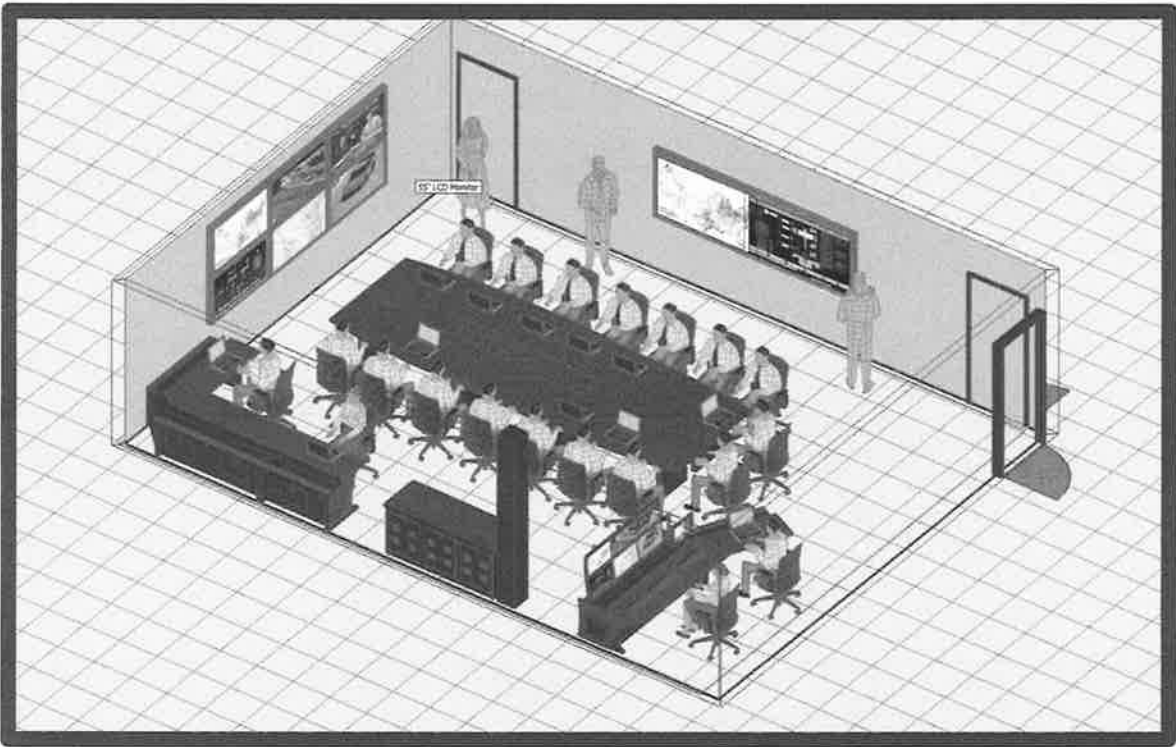
- a. Audio Conferencing
- b. Web Conferencing functionality in the room (addition of video and audio support for in-room experience and also the remote attendees).
- c. A flexible 3x2 HD LCD Video wall with processing allowing customer to select multiple layout formats.
 - a. Anticipated sources:
 - i. (3) OFE Network PC's
 - ii. (2) Cox Cable TV tuners
 - iii. (1-2) Laptop Connections from within the room
- d. Operators station
 - a. Control of video and audio routing of the AV System and Communication technologies.
 - b. Operator will have Keyboard/Mouse control of the Network PCs
 - c. Ability to establish conferences and join remote attendees as appropriate to the event
- e. An Interactive, multiple user collaboration LCD display from T1V
 - a. Digital Whiteboarding
 - b. Annotation
 - c. Session saving, recalling
 - d. Wireless sharing and connections from on prem/off prem computer/laptop or mobile device running on any broadband service provider.
 - e. URL Browsing, content grouping, etc.
- f. A renewable support model that will include hardware, software warranties, scheduled training, warranty, bi-annual room recertifications of the technology, and includes service call support (both remote and on-premise) under AVI's standard defined service level agreement (SLA) response parameters.

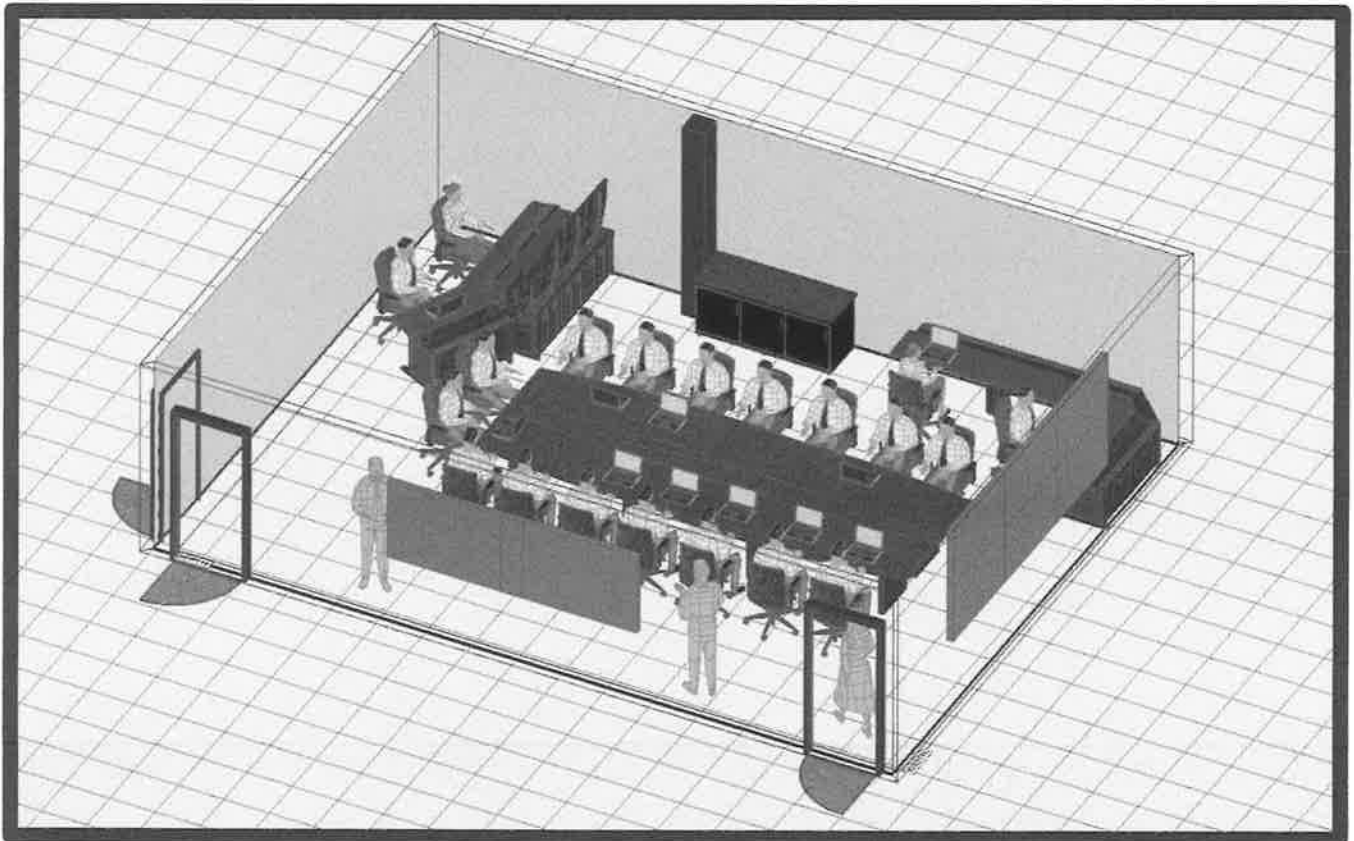
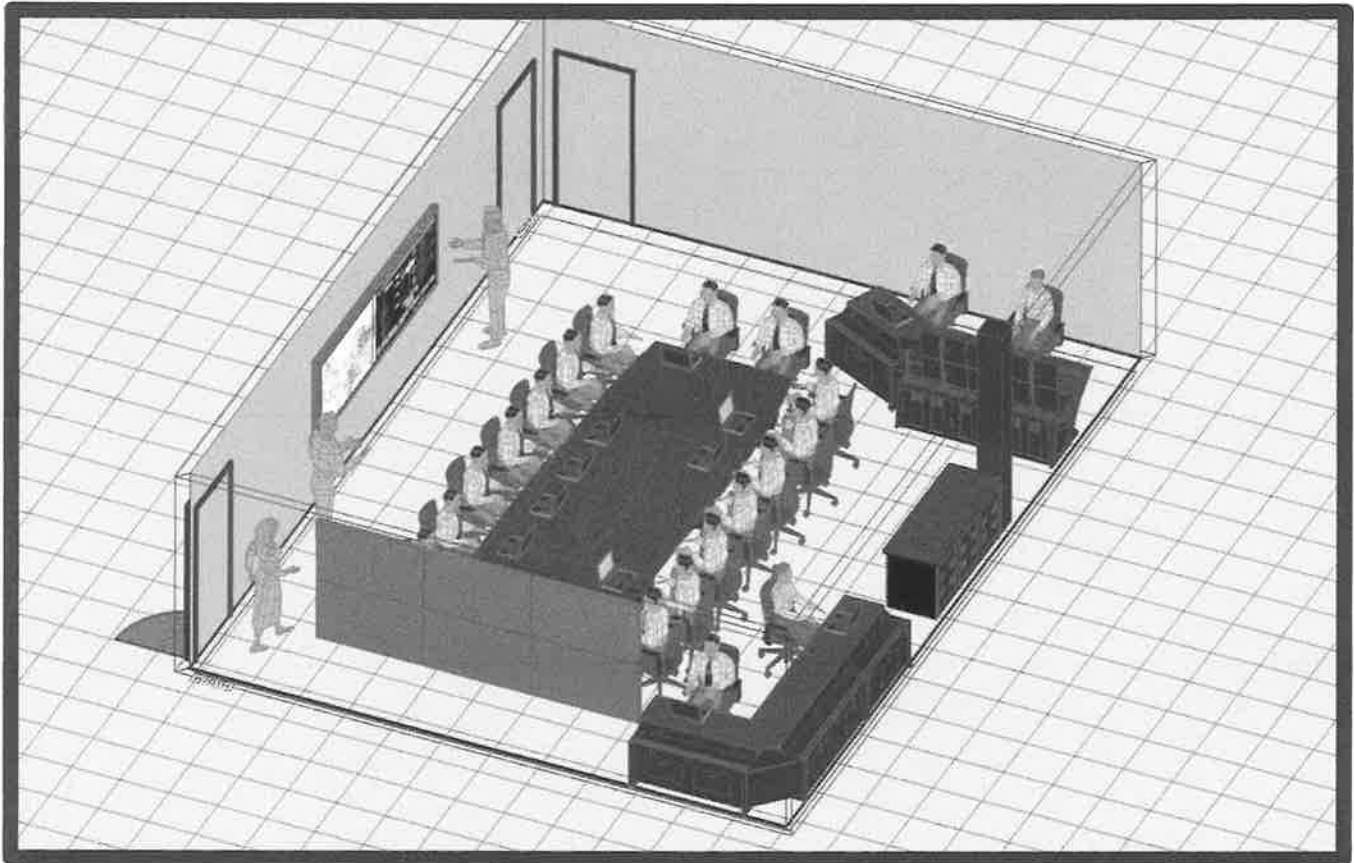
Notes/Comments:

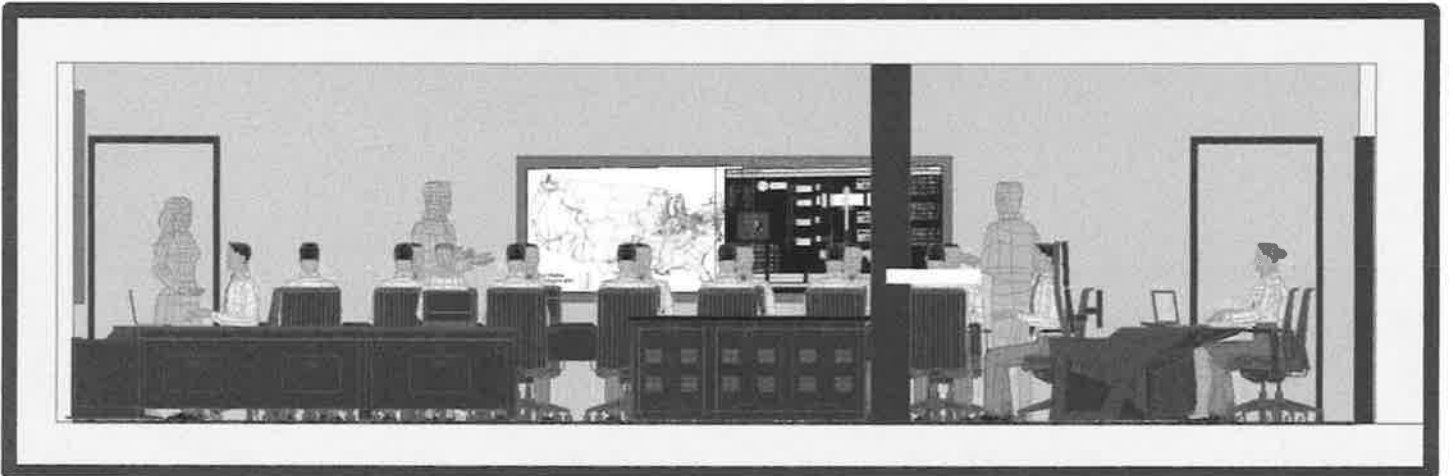
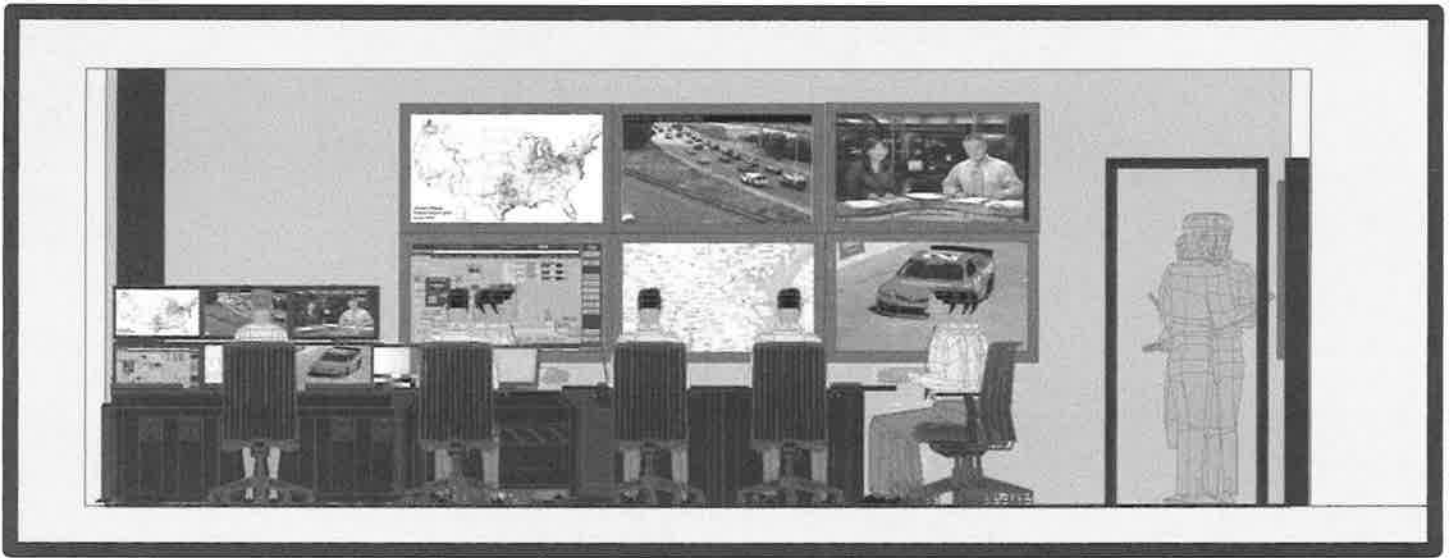
- Customer will be adding a 3rd Door in the room to connect to the adjacent breakroom.
- AVI will provide customer with CAD structural requirements along with AC and LAN connectivity essential for AV operations so they can be issued to a general contractor of choice for room preparation.
- Customer will provide OFE PCs, Cable boxes and RF cabling to required locations
- AVI will make recommendation for customer to add a floor covering/carpet for better acoustic attributes, but also mitigate ambient room noise from participants, rolling chairs, etc.
- Conference table or workstations are not currently in the Scope of work for AVI Systems, but will be discussed with customer during the engineering process. The selected furniture design by customer will be influential in some of the AV design to ensure cable pathway compatibility, rack/storage space, etc.
- Customer to provide AVI with CAD “as-builts” of the facility.

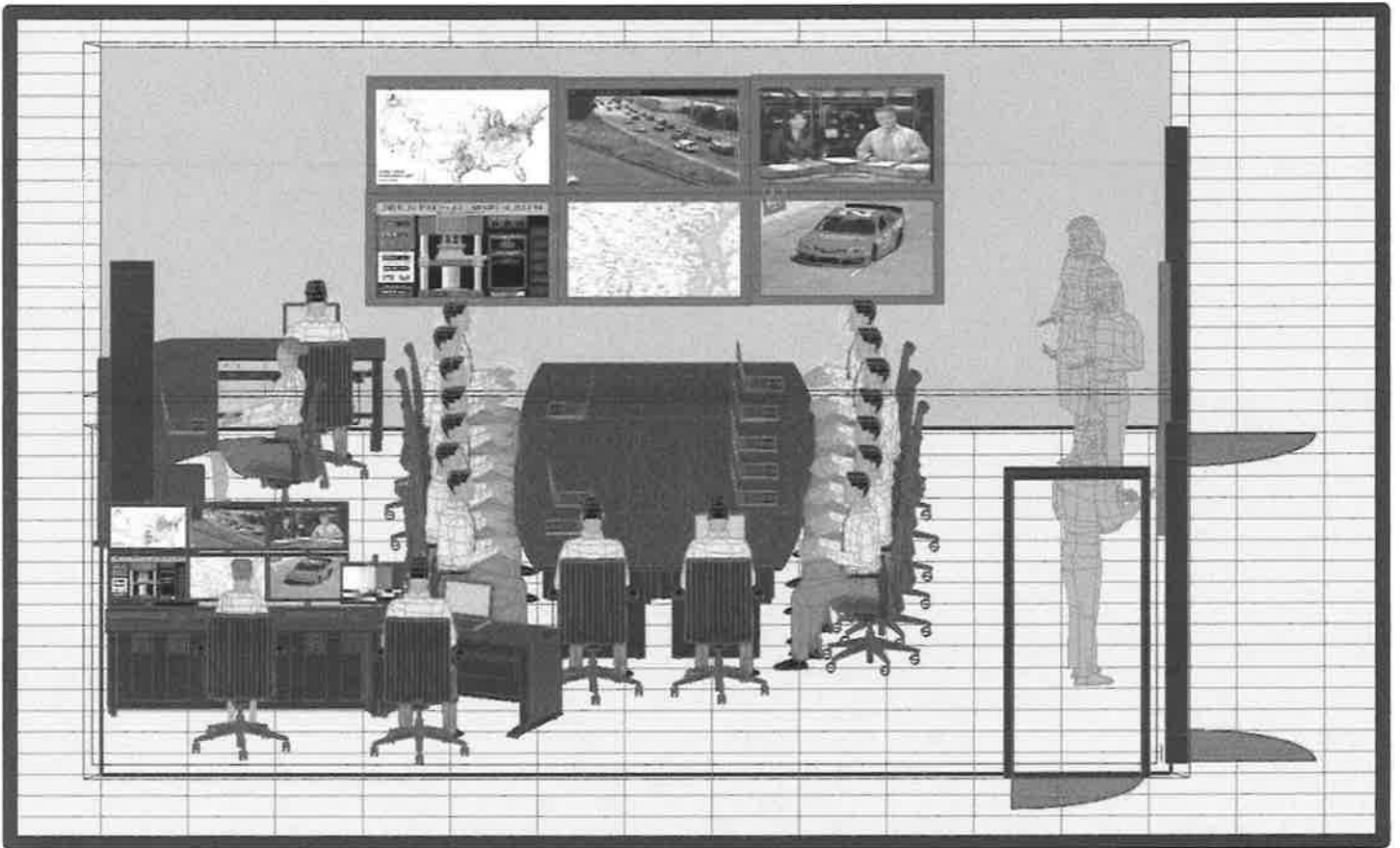
To assist in helping the City of Bellevue after initial discussion, AVI has provide the following sample conceptual drawings of the room for initial illustrative purposes.











ENGINEERING SERVICES TO BE PROVIDED

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative “design team” approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise it shall follow this general outline:

AV Program Review / Verification – The AVI Systems design team will obtain from the Customer operational specifications desired of the audio and video systems within the designated facility. Additional facility information will be required including the building’s electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

Budget Verification – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” will be established with all parties to facilitate timely submittals and help manage Customer’s end cost. All changes are to be reviewed and approved by all parties.

Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will typically work off of background drawings from an architect under contract to the Customer, entering AV specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		Pro-Design Engagement			
		Engineering & Drawings			\$17,557.26
		Project Management			\$310.26
		Sub-Total: Pro-Design Engagement			\$17,867.52
		 <u>Total:</u>			 <u>\$17,867.52</u>

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

LEASE

THIS LEASE AGREEMENT ("Lease") is made this _____ day of _____, 2020 between the City of Bellevue, Nebraska, a municipal corporation ("Lessor"), and Roger Winsor ("Lessee").

WHEREAS, Lessor is the owner of real property more particularly described as

Tax Lot L2 6-13-14 (38.32 ac)

Tax Lot 1 6-13-14 (41.18 ac)

Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10 31-14-14 (96.5 ac)

Tax Lot Z 6-13-14 (6 ac)

Pt Gov Lot 10 31-14-14 (3.2 ac)

More commonly known as Haworth Park.

WHEREAS, Lessee desires to lease and the Lessor desires to lease to Lessee the following property described as:

Tax Lot L2 6-13-14 (38.32 ac)

Tax Lot 1 6-13-14 (41.18 ac)

Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10 31-14-14 (96.5 ac)

Only that portion east of Payne Drive, but not including Payne Drive from Mission Avenue to the Missouri River.

Tax Lot Z 6-13-14 (6 ac)

Pt Gov Lot 10 31-14-14 (3.2 ac)

**Herein referred to as "Leased Property".
See Exhibit "A".**

WHEREAS, Lessor desires to lease the Leased Property to the Lessee, subject to the covenants, terms and conditions of the Lease.

NOW THEREFORE IT IS AGREED BY AND BETWEEN LESSOR AND LESSEE:

1. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor hereby leases the Leased Property to Lessee to have and to hold the Leased Property from the date of the parties signing this Lease and lasting a period of two (2) years from the date of the same (hereinafter "Original Lease Term"). After the expiration of the Original Lease Term, this Lease shall automatically renew for a period of ten (10) years (hereinafter "Second Lease Term"), unless written notice is given by either party at least ninety-days (90) days prior to the end of the Original Lease Term. After the expiration of the Second Lease Term, the Lease shall automatically renew in ten-year intervals. The Lessee shall have the right-of-first refusal should the City sell the Leased Property and shall have the opportunity to purchase the property at a negotiated price.
2. **Rental.** The Lessee agrees to pay Lessor as rent the sum of one hundred and fifty dollars (\$150.00) per year during the Original Lease Term, payable in advance for a total of \$300.00 for the Original Lease Term and due and owing within ten (10) days of the signing of this Lease. During the Second Lease Term and any automatic renewals of the Lease after the same, the Lessee shall pay Lessor two-percent (2%) of all gross profits, which is due and owing forty-five (45) days after each fiscal year of Lessee.
3. **No Hold Over Tenancy.** Immediately upon the termination or expiration of the Term, peaceable possession of the Leased Premises shall be given to the Lessor and Lessee shall return the Leased Premises to Lessor in as substantially the same condition as existing as of the commencement of the Term.
4. **Use.** Lessee shall use the Leased Property for the sole and exclusive purpose of establishing and maintaining a campground for public/private use on the Leased Property. Lessee accepts the Leased Property "AS-IS" without reservation or qualification. Lessor makes no representation as to the suitability of the Leased Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee shall not use, nor permit the Leased Property to be used, in any manner that (a) is contrary to any federal, state or local law, rule or regulation manner or (b) may interfere with Lessor's access to the Leased Property for the purpose contemplated by paragraph 8 of this Lease. Without limitation to the foregoing, unless first consented to in writing by the then current City Administrator (which consent may be withheld in his/her sole discretion), Lessee shall not (a) substantially alter the contour or grading of the Leased Property (b) redirect any drainage on or to the Leased Property, (c) plant any trees, shrubs, brush or similar vegetation on the Leased Property, or (d) erect, install, construct, place or locate any additional building, structure or other improvement (including by way of example only, any additional fencing, concrete slabs, or retaining wall) on the Leased Property. The Lessee agrees that it will achieve the Use as identified above within two (2) years from the date of the Lease being executed.

5. **Maintenance and Repair.** The Lessee shall keep the Leased Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee shall not commit nor allow the waste of any of the Leased Property nor the occurrence of any unlawful act thereupon. Lessee, at Lessee's sole cost and expense, shall (a) maintain the Leased Property in substantially the same condition existing as the commencement of the Term, and (b) subject to the provisions of paragraph 4 of this Lease, make any repairs and replacements as may be necessary for such purposes. **The Lessee shall be responsible for the maintenance, repair, and operation of the two (2) dump stations on the Leased Property if the Lessee intends to use the same. The Lessor will not be responsible for any maintenance, repair, or operation of the two (2) dump stations. The Lessee and the Lessor acknowledge that there are two (2) lift stations on *Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10* that have not been functional and operating and the parties agree that the Lessor will not be responsible for the repair, maintenance, or operation of the lift stations. Should the Lessee operate and use either or both of the dump stations, the Lessee shall then be required to operate, maintain and repair the lift stations, however if the Lessee does not operate or use the dump station(s), the Lessee shall not be required to operate the lift stations. The Lessee shall also be responsible for the drainage way gate on *Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10*.**

6. **Access.** The Lessor and Lessee agree that the Lessor and the public shall have access **and use** to the boat dock/boat ramp and any entrances, **the parking lot near the boat dock/boat ramp, and** egress and ingress to access the same during all Lease Terms. The Lessor and Lessee agree that the Lessor shall be responsible for the maintenance of the Boat Dock/Boat Ramp only. **The Lessor and Lessee further agree that the Lessor and the public shall have access and use to the parking lot in Tax Lot Z. The Lessor and the Lessee agree that signage shall be posted, at the Lessee's expense at the entrance(s) of the Leased Properties stating their hours of operation for any private and public use. Access and use to the boat dock/boat ramp and parking lots described above will be subject to hour restrictions for all other City Parks.**

7. **Indemnity.** Lessee agrees that during the Term, Lessor shall not be obligated to repair, replace or otherwise maintain the Leased Property for any purpose or to any standard or in any way. To the maximum extent permitted by law, Lessee, on behalf of Lessee and all of Lessee's heirs, executors and assigns, Lessee hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee's property or other property placed or located on the Leased Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor in this paragraph 6 or elsewhere in this Lease or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Leased Property or otherwise, (a) of Lessee or any other person (including any employee, contractor or agent of Lessor)

that may arise or result from, out of or in connection with any Lessee's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease. The provisions of the paragraph 6 shall survive the expiration or termination of this Lease.

8. Insurance. Throughout the Term, Lessee shall procure and maintain comprehensive commercial general liability insurance coverage (bodily injury and property damage) for the Leased Property in an amount not less than the greater of (a) any such coverage Lessee currently being maintained by Lessee in respect to the Property or (b) \$300,000.00. The policy of insurance shall provide that it cannot be canceled without twenty (20) days' prior written notice to Lessor. Lessee shall provide Lessor with a certificate of such insurance and a copy of the insurance declaration pages evidencing such coverage upon the execution of this Lease and as may be reasonably requested by Lessor from time to time. All insurance shall include blanket contractual liability coverage and shall be on the "occurrence" rather than "claims made" basis and shall name Lessor as an additional insured. The provisions of the paragraph 7 shall survive the expiration or termination of this Lease.
9. Access by Lessor. Lessor, hereby reserves unto itself, including its employee's, agents and contractors, the right and authority to enter upon the Leased Property at any time throughout the Term to the extent necessary or appropriate to repair, replace, service or otherwise maintain the Leased Property for its intended purpose. Without limitation to the foregoing, Lessee understands that any plants or personal property located on the Leased Property is at Lessor's sufferance and that Lessee shall bear all risk of loss or damage to the same, as a result or consequence of any cause of whatsoever nature, including any act of Lessor undertaken pursuant to paragraph 4 or this paragraph 8. By way of example, Lessor, in its discretion, may cut or remove any personal property, plants, trees, brush, bush or other vegetation or any obstruction that is now or may be located on the Leased Property.
10. Termination. Lessor may terminate this Lease in the event of any default by Lessee under this Lease or any breach by Lessee of any provisions of this Lease. Termination shall be effective as of the date specified in a Notice of Termination from the City Administrator, which date shall not be less than fifteen (15) days from the date of such Notice. Payment of rent in advance does not preclude a termination by Lessor under this paragraph.
11. Property at end of Lease Terms. At the termination of the Lease, for any reasons, all permanent alterations on the Leased Property that are attached to or affixed to the parcel (including by example only, buildings, bathrooms, concrete slabs, plumbing, trees, plants, etc.) shall remain and belong to the Lessor. The Lessee will be allowed to remove all other items that are not permanent or affixed to the parcel.
12. No Assignment. Lessee may not assign this Lease nor sublet the Premises without prior approval of the Bellevue City Council. An attempt by Lessee to assign this Lease or to

sublet the Leased Property in violation of this paragraph shall be an event of default of this Lease. It will not be a breach of this agreement for the Lessee to rent or reserve campground lots for temporary use by the public for camping and other common campground purposes and uses.

13. No Waiver of Breach. No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.
14. Notice. Whenever notice is required to be given by Lessor under this Lease, it will be deemed sufficient if (i) sent by regular U.S. mail or hand-delivered to Lessee at the address of 311 Industrial Drive, Bellevue, Nebraska 68005. Notice required to be given by Lessee under this Lease shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to Lessor in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.

The covenants herein shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this Lease.

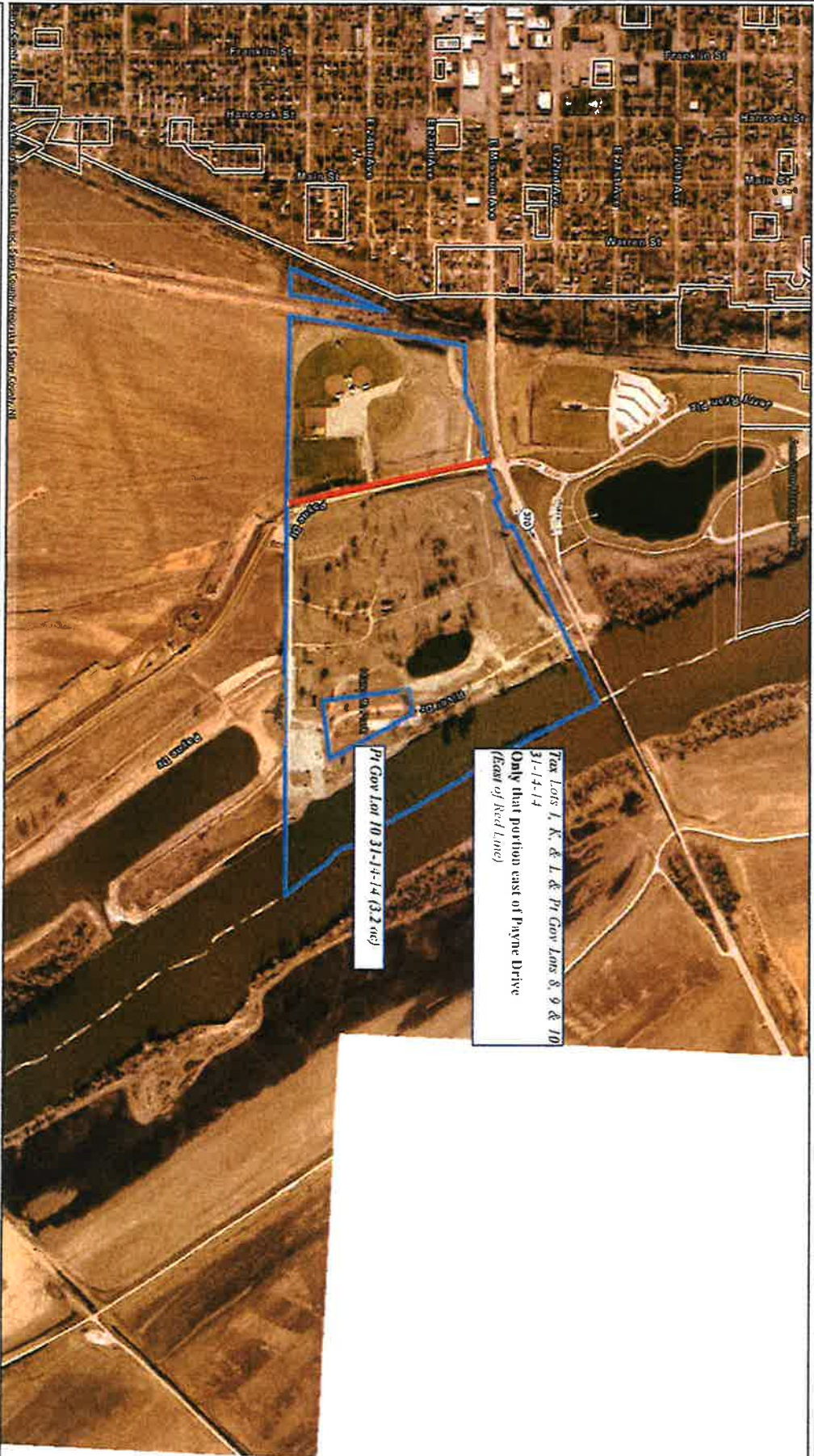
DATED this ____ day of _____, 2020.

CITY OF BELLEVUE, a municipal
corporation, Lessor

Attest: _____
City Clerk

By: _____
Mayor

Roger Winsor, Lessee



Tax Lots I, K, & L & Pr Gov Lots 8, 9 & 10
 31-14-14
 Only that portion east of Payne Drive
 (East of Red Line)

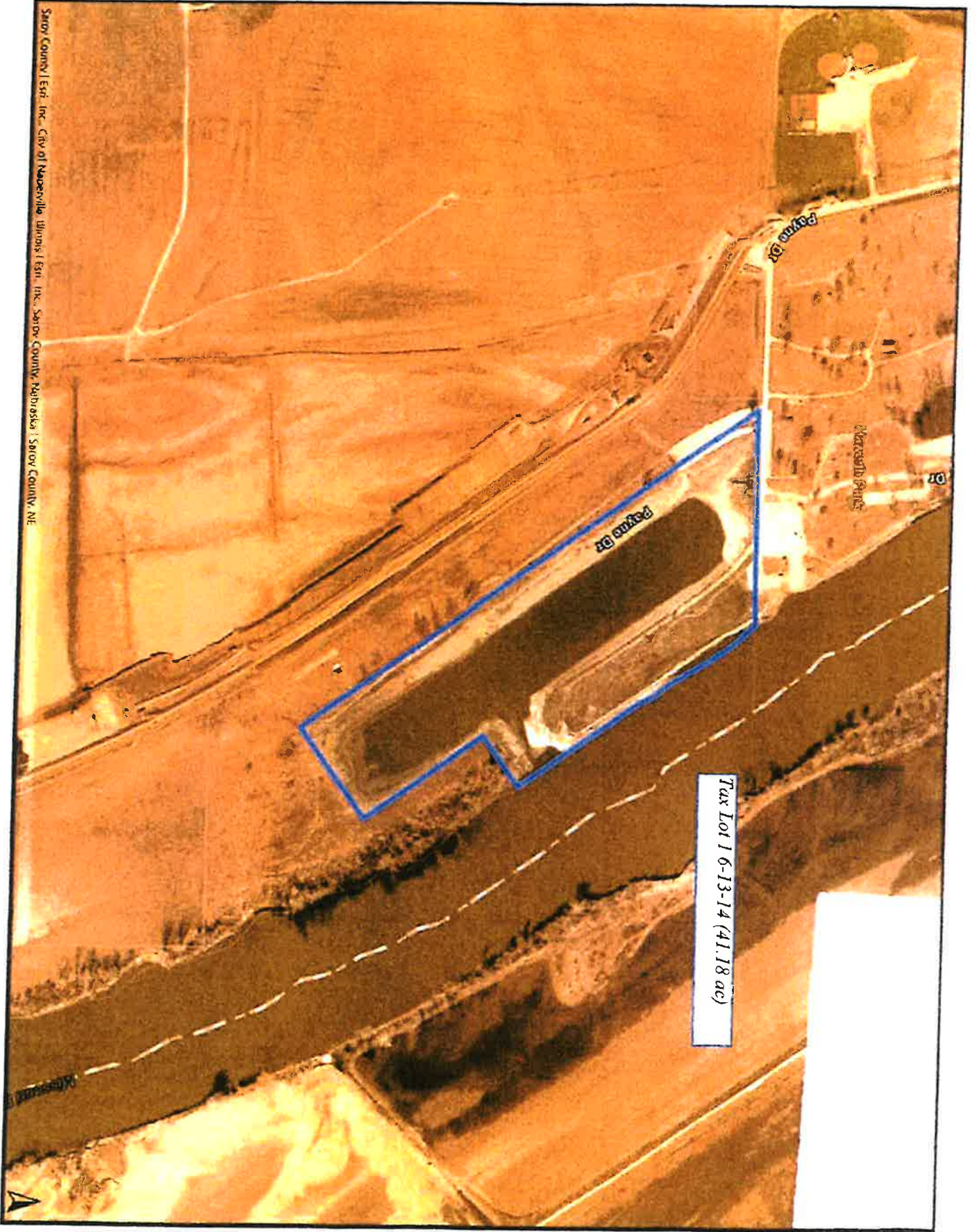
Pr Gov Lot 10 31-14-14 (3.2 ac)

0 500 1000
 II
 Map Scale 1:9028

This product is for informational purposes only and may not have been prepared for, or be suitable for, legal engineering, or surveying purposes. Users of this information should require or consult the source record and information source to ascertain the stability of the information.

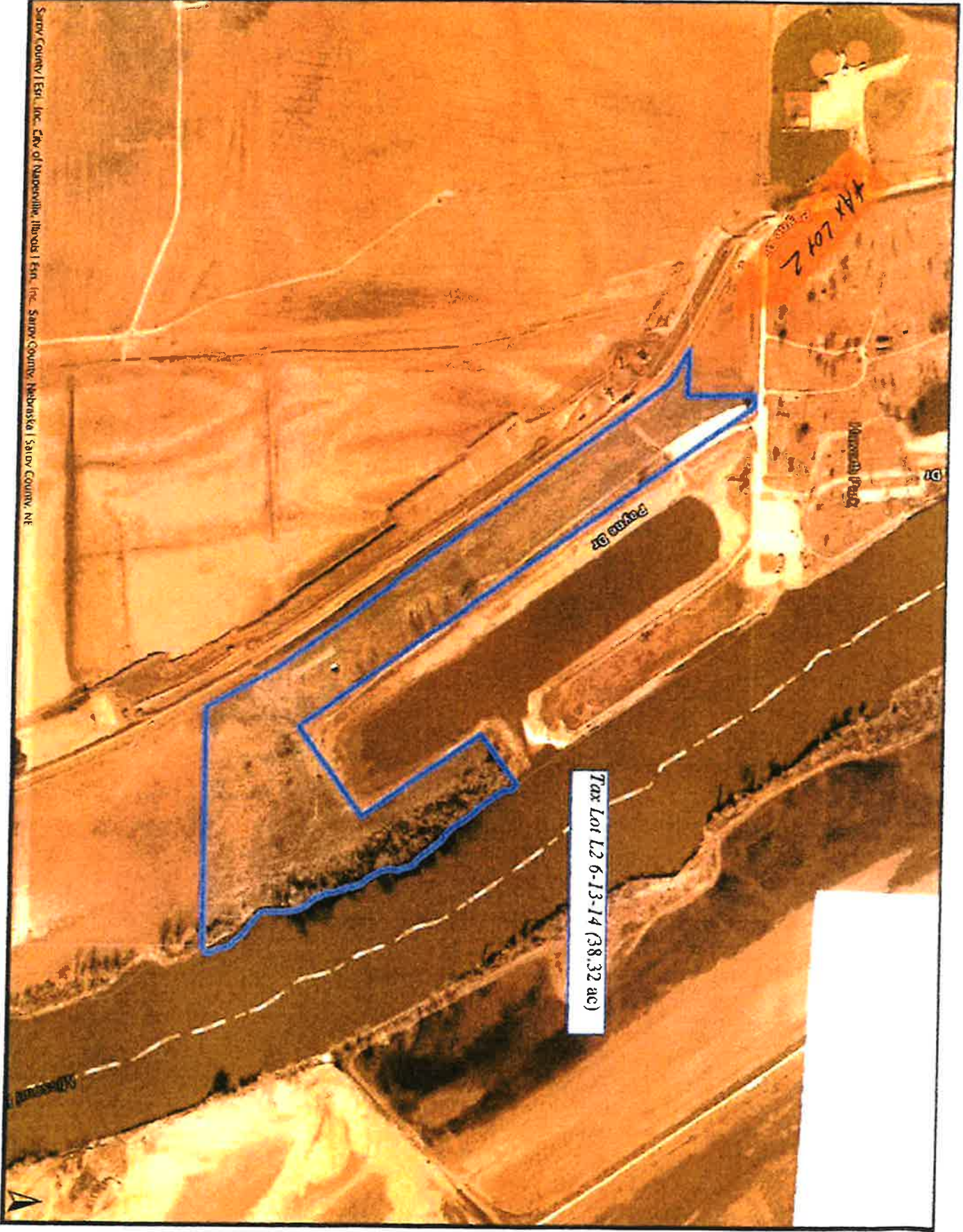


Notes



Tax Lot 16-13-14 (41.18 ac)

Saroy County | Est. Inc. City of Naperville Illinois | Est. Inc. Saroy County Nebraska | Saroy County, NE



Tax Lot L2 6-13-14 (38.32 ac)

Saroy County, Est. Inc. City of Napoleon, Iowa | Est. Inc. Saroy County, Nebraska | Saroy County, NE



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/1/2020

COUNCIL MEETING DATE: 9.1.2020		SUBMITTED BY: Community Development Director		City Administrator	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>			

SUBJECT:

Approve and authorize the Mayor to sign a Lease Agreement for the leasing of certain properties commonly known as Haworth Park.

SYNOPSIS/BACKGROUND:

The City has an interested lessee to lease certain properties identified in the Lease Agreement (more commonly known as Haworth Park) for the purposes of establishing a camp ground and maintaining the same.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Roger Winsor	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Lease Agreement		
CONTRACT EFFECTIVE DATE: 9.1.2020	CONTRACT TERM: 2 (with renewal)	CONTRACT END DATE: 9.1.22
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign a Lease Agreement for the leasing of certain properties in Haworth Park.

ATTACHMENTS:

- | | | |
|----------|----|----|
| 1. Lease | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roberson
[Signature]

LEASE

THIS LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2020 between the City of Bellevue, Nebraska, a municipal corporation (“Lessor”), and Roger Winsor (“Lessee”).

WHEREAS, Lessor is the owner of real property more particularly described as

Tax Lot L2 6-13-14 (38.32 ac)

Tax Lot 1 6-13-14 (41.18 ac)

Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10 31-14-14 (96.5 ac)

Tax Lot Z 6-13-14 (6 ac)

Pt Gov Lot 10 31-14-14 (3.2 ac)

More commonly known as Haworth Park.

WHEREAS, Lessee desires to lease and the Lessor desires to lease to Lessee the following property described as:

Tax Lot L2 6-13-14 (38.32 ac)

Tax Lot 1 6-13-14 (41.18 ac)

Tax Lots I, K, & L & Pt Gov Lots 8, 9 & 10 31-14-14
Only that portion east of Payne Drive

Tax Lot Z 6-13-14 (6 ac)

Pt Gov Lot 10 31-14-14 (3.2 ac)

Herein referred to as “Leased Property”.
See Exhibit “A”.

WHEREAS, Lessor desires to lease the Leased Property to the Lessee, subject to the covenants, terms and conditions of the Lease.

NOW THEREFORE IT IS AGREED BY AND BETWEEN LESSOR AND LESSEE:

1. Term. Subject to each and all of the covenants, terms and conditions of this Lease, Lessor hereby leases the Leased Property to Lessee to have and to hold the Leased Property from the date of the parties signing this Lease and lasting a period of two (2) years from the date of the same (hereinafter "Original Lease Term"). After the expiration of the Original Lease Term, this Lease shall automatically renew for a period of ten (10) years (hereinafter "Second Lease Term"), unless written notice is given by either party at least ninety-days (90) days prior to the end of the Original Lease Term. After the expiration of the Second Lease Term, the Lease shall automatically renew in ten-year intervals. The Lessee shall have the right-of-first refusal should the City sell the Leased Property and shall have the opportunity to purchase the property at a negotiated price.
2. Rental. The Lessee agrees to pay Lessor as rent the sum of one-dollar (\$150.00) per year during the Original Lease Term, payable in advance for a total of \$300.00 for the Original Lease Term and due and owing within ten (10) days of the signing of this Lease. During the Second Lease Term and any automatic renewals of the Lease after the same, the Lessee shall pay Lessor two-percent (2%) of all gross profits, which is due and owing forty-five (45) days after each fiscal year of Lessee.
3. No Hold Over Tenancy. Immediately upon the termination or expiration of the Term, peaceable possession of the Leased Premises shall be given to the Lessor and Lessee shall return the Leased Premises to Lessor in as substantially the same condition as existing as of the commencement of the Term.
4. Use. Lessee shall use the Leased Property for the sole and exclusive purpose of establishing and maintaining a campground for public/private use on the Leased Property. Lessee accepts the Leased Property "AS-IS" without reservation or qualification. Lessor makes no representation as to the suitability of the Leased Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee shall not use, nor permit the Leased Property to be used, in any manner that (a) is contrary to any federal, state or local law, rule or regulation manner or (b) may interfere with Lessor's access to the Leased Property for the purpose contemplated by paragraph 8 of this Lease. Without limitation to the foregoing, unless first consented to in writing by the then current City Administrator (which consent may be withheld in his/her sole discretion), Lessee shall not (a) substantially alter the contour or grading of the Leased Property (b) redirect any drainage on or to the Leased Property, (c) plant any trees, shrubs, brush or similar vegetation on the Leased Property, or (d) erect, install, construct, place or locate any additional building, structure or other improvement (including by way of example only, any additional fencing, concrete slabs, or retaining wall) on the Leased Property. The Lessee agrees that it will achieve the Use as identified above within two (2) years from the date of the Lease being executed.
5. Maintenance and Repair. The Lessee shall keep the Leased Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may

constitute a nuisance under the laws of the City of Bellevue. Lessee shall not commit nor allow the waste of any of the Leased Property nor the occurrence of any unlawful act thereupon. Lessee, at Lessee's sole cost and expense, shall (a) maintain the Leased Property in substantially the same condition existing as the commencement of the Term, and (b) subject to the provisions of paragraph 4 of this Lease, make any repairs and replacements as may be necessary for such purposes.

6. Access. The Lessor and Lessee agree that the Lessor and the public shall have access to the boat dock/boat ramp and any entrances, egress and ingress to access the same during all Lease Terms. The Lessor and Lessee agree that the Lessor shall be responsible for the maintenance of the Boat Dock/Boat Ramp only.
7. Indemnity. Lessee agrees that during the Term, Lessor shall not be obligated to repair, replace or otherwise maintain the Leased Property for any purpose or to any standard or in any way. To the maximum extent permitted by law, Lessee, on behalf of Lessee and all of Lessee's heirs, executors and assigns, Lessee hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee's property or other property placed or located on the Leased Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor in this paragraph 6 or elsewhere in this Lease or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Leased Property or otherwise, (a) of Lessee or any other person (including any employee, contractor or agent of Lessor) that may arise or result from, out of or in connection with any Lessee's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease. The provisions of the paragraph 6 shall survive the expiration or termination of this Lease.
8. Insurance. Throughout the Term, Lessee shall procure and maintain comprehensive commercial general liability insurance coverage (bodily injury and property damage) for the Leased Property in an amount not less than the greater of (a) any such coverage Lessee currently being maintained by Lessee in respect to the Property or (b) \$300,000.00. The policy of insurance shall provide that it cannot be canceled without twenty (20) days' prior written notice to Lessor. Lessee shall provide Lessor with a certificate of such insurance and a copy of the insurance declaration pages evidencing such coverage upon the execution of this Lease and as may be reasonably requested by Lessor from time to time. All insurance shall include blanket contractual liability coverage and shall be on the "occurrence" rather than "claims made" basis and shall name Lessor as an additional insured. The provisions of the paragraph 7 shall survive the expiration or termination of this Lease.

9. Access by Lessor. Lessor, hereby reserves unto itself, including its employee's, agents and contractors, the right and authority to enter upon the Leased Property at any time throughout the Term to the extent necessary or appropriate to repair, replace, service or otherwise maintain the Leased Property for its intended purpose. Without limitation to the foregoing, Lessee understands that any plants or personal property located on the Leased Property is at Lessor's sufferance and that Lessee shall bear all risk of loss or damage to the same, as a result or consequence of any cause of whatsoever nature, including any act of Lessor undertaken pursuant to paragraph 4 or this paragraph 8. By way of example, Lessor, in its discretion, may cut or remove any personal property, plants, trees, brush, bush or other vegetation or any obstruction that is now or may be located on the Leased Property.
10. Termination. Lessor may terminate this Lease in the event of any default by Lessee under this Lease or any breach by Lessee of any provisions of this Lease. Termination shall be effective as of the date specified in a Notice of Termination from the City Administrator, which date shall not be less than fifteen (15) days from the date of such Notice. Payment of rent in advance does not preclude a termination by Lessor under this paragraph.
11. Property at end of Lease Terms. At the termination of the Lease, for any reasons, all permanent alterations on the Leased Property that are attached to or affixed to the parcel (including by example only, buildings, bathrooms, concrete slabs, plumbing, trees, plants, etc.) shall remain and belong to the Lessor. The Lessee will be allowed to remove all other items that are not permanent or affixed to the parcel.
12. No Assignment. Lessee may not assign this Lease nor sublet the Premises without prior approval of the Bellevue City Council. An attempt by Lessee to assign this Lease or to sublet the Leased Property in violation of this paragraph shall be an event of default of this Lease. It will not be a breach of this agreement for the Lessee to rent or reserve campground lots for temporary use by the public for camping and other common campground purposes and uses.
13. No Waiver of Breach. No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.
14. Notice. Whenever notice is required to be given by Lessor under this Lease, it will be deemed sufficient if (i) sent by regular U.S. mail or hand-delivered to Lessee at the address

of 311 Industrial Drive, Bellevue, Nebraska 68005. Notice required to be given by Lessee under this Lease shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to Lessor in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.

The covenants herein shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this Lease.

DATED this ____ day of _____, 2020.

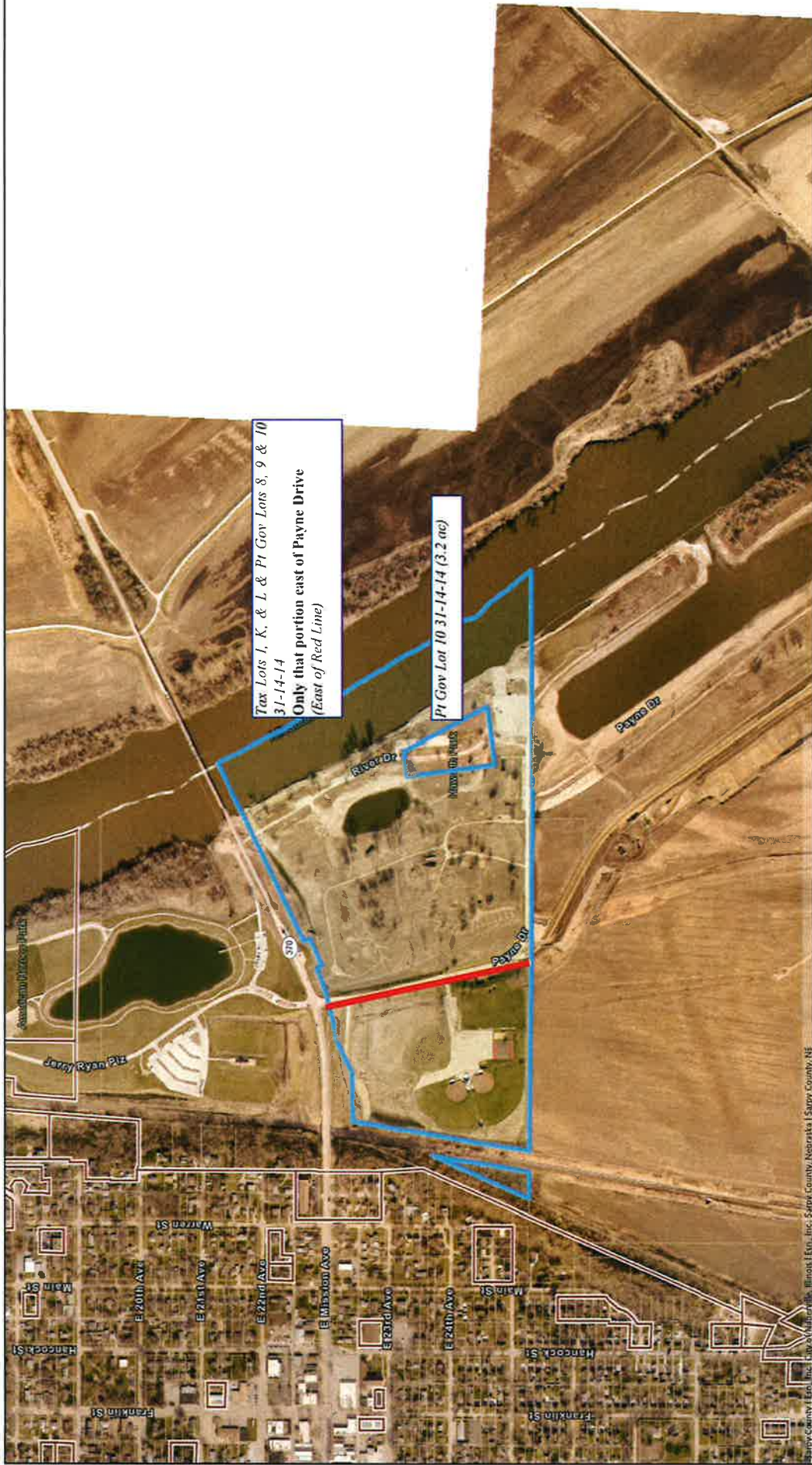
CITY OF BELLEVUE, a municipal
corporation, Lessor

Attest: _____
City Clerk

By: _____
Mayor

Roger Winsor, Lessee

Exhibit "A"



Tax Lots 1, K, & L & PI Gov Lor 8, 9 & 10
31-14-14
Only that portion east of Payne Drive
(East of Red Line)

PI Gov Lor 10 31-14-14 (3.2 ac)

Notes

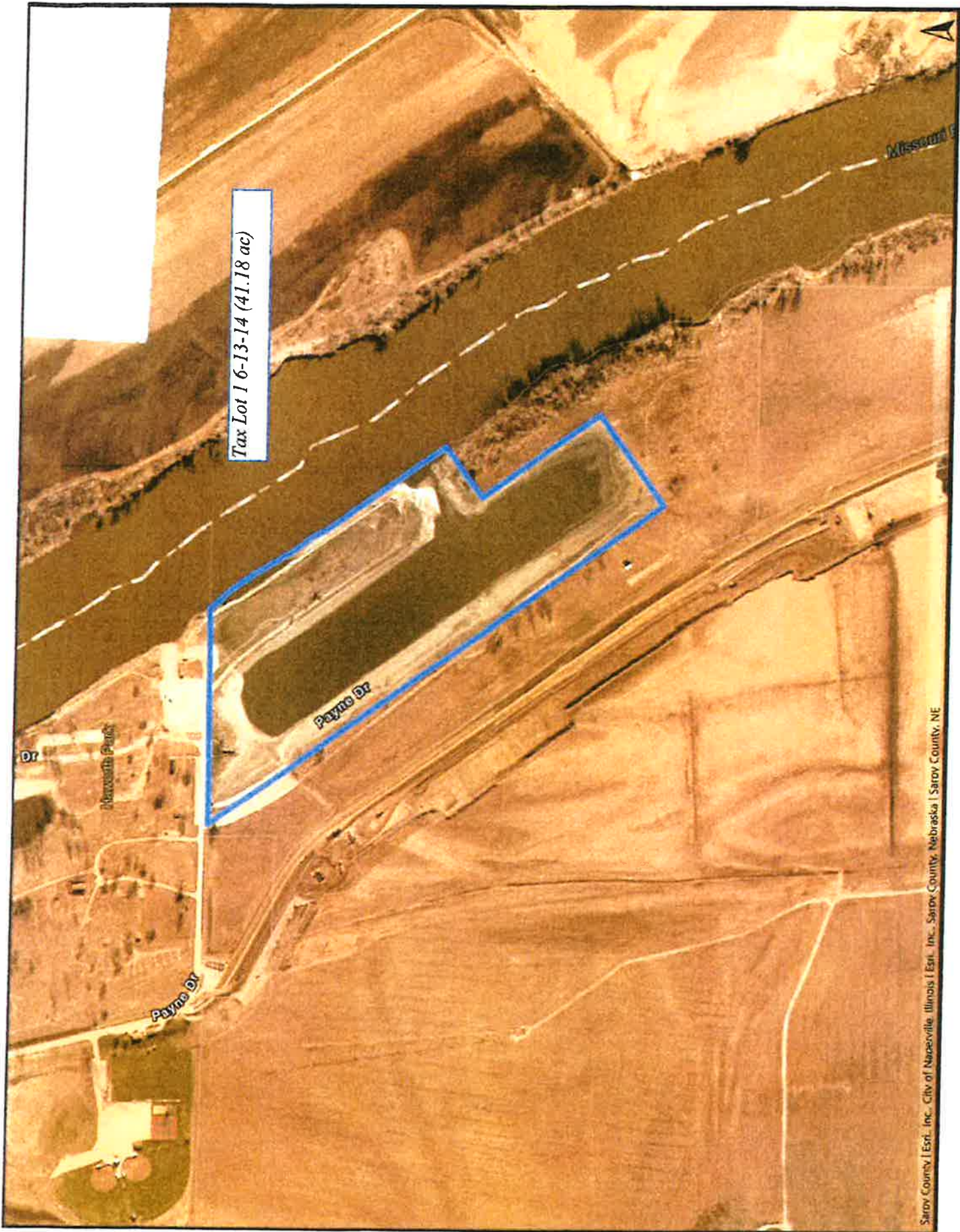


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

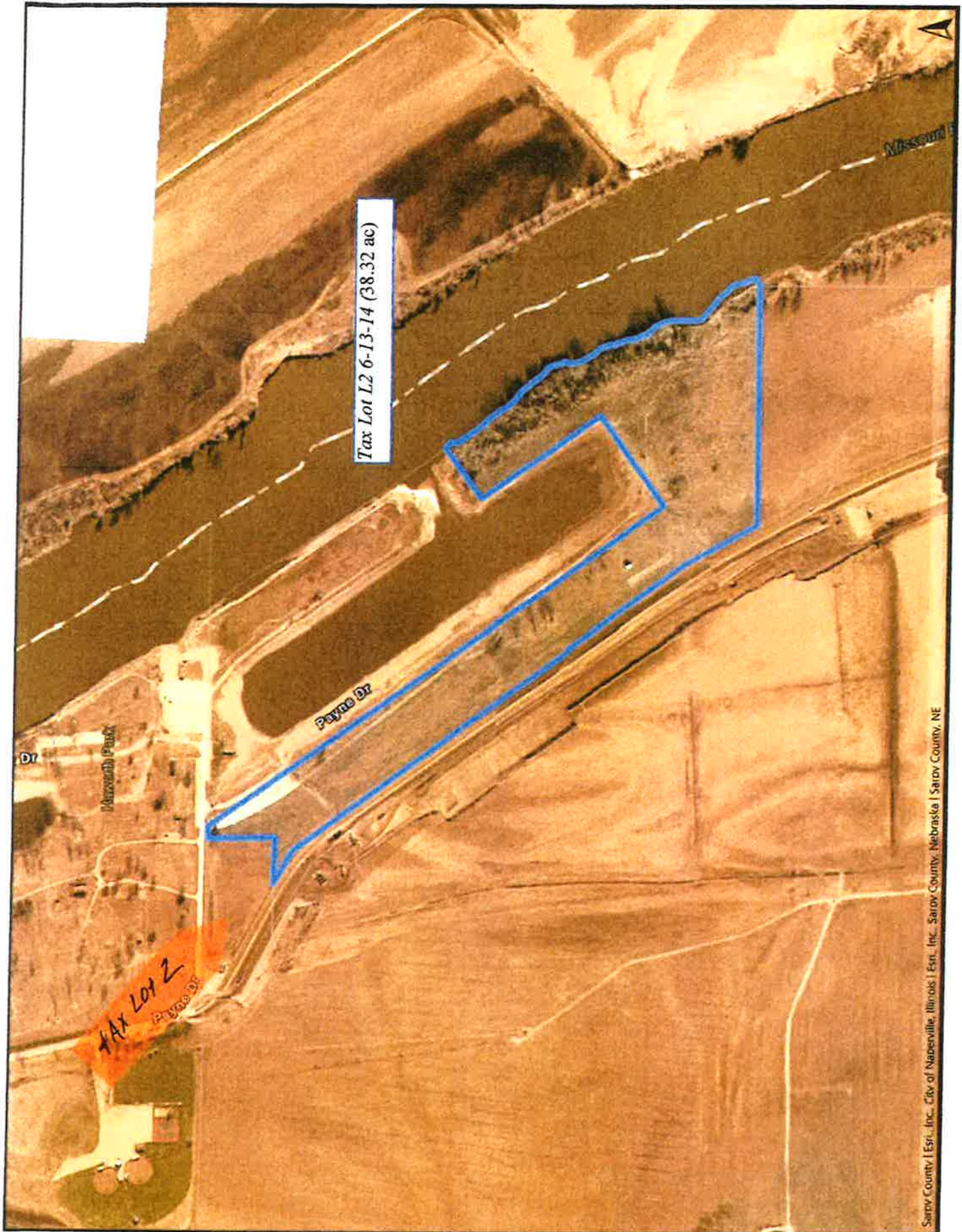


Map Scale 1: 9028





Tax Lot 1 6-13-14 (41.18 ac)



Tax Lot L2 6-13-14 (38.32 ac)

TAX LOT 2
PAYNE DR



Tax Lot Z 6-13-14 (6 ac)

July 29, 2020

Administration

Ongoing meetings with local restaurant owner, developer and builder to discuss future development in Bellevue.

Attended Board of Health Meeting

Conducted Code Enforcement citizen hearing for 8410 S 19th Street

Conducted Code Enforcement citizen hearing for 810 Virginia Street.

Attended UCSC meetings to review legislative issues that impact cities in Sarpy County.

Attended Sarpy County and Cities Wastewater Agency Omaha Interlocal Progress Meeting

Meeting with Julie Dinville to discuss Library project and funding.

Attended weekly Covid – 19 meetings with all Sarpy cities and county officials.

Attended Lincoln Legislative session for a hearing.

Zoom meeting with Offutt AFB regarding Covid-19 community issues.

Meeting with private developer regarding Haworth Park.

Meeting with private developer for Paradise Lakes.

Met with homeowner regarding mowing issues on Galvin Rd.

Personnel meetings with Ashley and Department Director

Meeting with Boy Scout leadership team.

Budget meetings with Council task force and finance.

Arbitration hearing for employment matter.

Meeting with Public Works to discuss operational issues.

Meeting with insurance provider to discuss upcoming year.

Meeting with Mayor Hike, Mayor Black and Papillion leadership team.

Ongoing meetings and project development with Buxton.

Meeting with Sarpy County Museum board

Snow operation discussion with Public Works.

Community Development

Director's Report – 8/26/20

Planning

Working with a developer in Olde Towne
Met with a developer and team for new multi family residential project
Working with 2 separate developers on industrial projects
Participated in Missouri River Flood impacts and mitigation

Permits and Inspections

Resolved a HR Personnel issue
Performed 945 Inspections
Issued 24 new permits for single family dwellings

Code Enforcement

August Statistics through August 21st:

Calls – 725
Notices – 190
Clean ups – 13
Tree Removal – 14
Tows – 4
Red Tags – 23

Communications

Pushing information re: 2020 Census
Working with Sarpy County and neighboring Cities on COVID19 messaging
Working on updates to EOC and cable tv with CARES Act funding
Working with Fire to complete staff photo directory and website updates
Updating information on road closures and end of summer activities

CITY OF BELLEVUE
ADMINISTRATION REPORT

Finance

1. Month-end financials

Results are in line with the amended budget with some timing differences.

City-Wide Financials - Month Of August 2020 [PRELIMINARY]

	August 2020			Prior Year Actual	Year-To-Date August 2020			Prior Year Actual	Full Year
	Actual	Budget	Variance		Actual	Budget	Variance		Budget
Revenues									
Property Taxes	842,027	842,027	-	574,275	28,064,246	29,817,931	(1,753,685)	21,545,102	30,291,899
Sales Taxes	1,217,649	833,456	384,193	1,035,281	11,369,705	9,967,220	1,402,485	10,666,448	10,883,629
Occupation/Business Taxes	81,852	107,433	(25,581)	313,019	1,940,439	2,036,304	(95,865)	2,227,118	2,173,655
Other Revenues	4,104,445	1,794,198	2,310,247	2,187,139	69,625,001	64,169,747	5,455,254	39,022,312	85,183,152
Total Revenues	6,245,973	3,577,114	2,668,859	4,109,714	110,999,391	105,991,202	5,008,189	73,460,980	128,532,335
Expenditures									
Personnel	2,382,325	2,425,427	43,102	2,220,796	27,918,474	28,460,770	542,296	26,726,073	31,328,918
Department Expenditures	1,173,117	1,613,254	440,137	1,870,977	16,894,600	19,353,978	2,459,378	16,957,445	24,328,454
Capital Expenditures	3,256,880	11,667	(3,245,213)	1,824,516	7,743,342	2,590,156	(5,153,186)	5,733,493	21,479,289
Other Expenditures	3,217,156	136,207	(3,080,989)	153,197	52,534,111	47,821,599	(4,712,512)	17,565,733	49,112,156
Total Expenditures	10,029,518	4,186,555	(5,842,963)	6,069,486	105,090,527	98,226,503	(6,864,024)	66,982,744	126,248,817
Net Revenues	(3,783,545)	(609,441)	8,511,822	(1,959,772)	5,908,864	7,764,699	11,872,213	6,478,236	2,283,518
<i>Cash Balance</i>	<i>27,165,643</i>			<i>25,285,082</i>					

2. Debt

Debt increased with annexations, as planned. Manageable.

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$ 43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$ 30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$ 71,530,000	1.63%

Valuation: \$4,379,801,232

3.

FYE2021 Budget submitted for vote (see 9-1-2020 Council Agenda)

a. No Change In Bellevue Mill Levy Rate

CITY OF BELLEVUE
ADMINISTRATION REPORT

City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget

	<u>Total</u>
Forecasted Fund Balance (Cash) at 09-30-20	\$ 23,514,179.96
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	<u>\$ 97,312,417.54</u>
Budgeted Net increase / (decrease)	\$ 2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	<u><u>\$ 25,514,179.96</u></u>

CITY OF BELLEVUE
ADMINISTRATION REPORT

City of Bellevue
Net Revenues / (Expenditures) by Fund
2020-21 Annual Budget

Fund	2019-20		2020-21				
	9+3		2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 B		
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2019-20	2019-20	2020-21	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
10 General Fund							
Fund 10	\$ (442,864)	\$ (1,580,822)	\$ (0.00)	\$ 442,864	100.0%	\$ 1,580,822	100.0%
Fund 99	(20,564)	80,822	\$ -	20,564	100.0%	(80,822)	(100.0%)
Total	(463,428)	(1,500,000)	\$ (0.00)	463,428	100.0%	1,500,000	100.0%
20 Wastewater	534,941	533,518	\$ 1,250,000.00	715,059	133.7%	716,482	134.3%
50 Community Betterment	(111,331)	(200,000)	\$ 750,000.00	861,331	773.7%	950,000	475.0%
55 Economic Development	(3,010)	0	\$ -	3,010	100.0%	0	-
60 Community Development	(4)	0	\$ -	4	100.0%	0	-
70 Business Improvement District	0	0	\$ -	0	-	0	-
80 Law Enforcement Trust	529	0	\$ -	(529)	(100.0%)	0	-
81 Federal Forfeitures							
Dept 00 - Other Funds	(1,796)	0	\$ -	1,796	100.0%	0	-
Dept 50 - Justice Funds	4,126	4,500	\$ 4,488.00	362	8.8%	(12)	(0.3%)
Dept 51 - Treasury Funds	(4,974)	(4,500)	\$ (4,488.00)	486	9.8%	12	0.3%
Total	(2,644)	0	\$ -	2,644	100.0%	0	-
95 G.O. Bonds	2,496,655	3,450,000	\$ -	(2,498,655)	(100.0%)	(3,450,000)	(100.0%)
	\$ 2,453,708	\$ 2,283,518	\$ 2,000,000.00	\$ (453,708)	(18.5%)	\$ (283,518)	(12.4%)

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. D to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$ 43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$ 30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$ 71,530,000	1.63%

Valuation: \$4,379,801,232

**CITY OF BELLEVUE
ADMINISTRATION REPORT**

**City of Bellevue
General Fund Net Revenues / (Expenditures) by Department
2020-21 Budget**

Fund	2019-20		2020-21				
	9-3			2019-20 Fcst vs. 2020-21 Bud		2019-20 Bud vs. 2020-21 Bu	
	Forecast 2019-20	Budget 2019-20	Budget 2020-21	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
01 Mayor	\$ (25,701)	\$ (25,701)	\$ (31,177)	\$ (5,476)	(21.3%)	\$ (5,476)	(21.3%)
02 City Administrator	(426,428)	(332,022)	(495,203)	(68,775)	(16.1%)	(163,181)	(49.1%)
03 Legal	(367,063)	(367,023)	(376,066)	(9,023)	(2.5%)	(9,063)	(2.5%)
04 Cable Advisory	(107,203)	(108,982)	(99,190)	8,013	7.5%	9,793	9.0%
05 City Clerk	(185,276)	(186,090)	(188,609)	(3,334)	(1.8%)	(2,519)	(1.4%)
06 Finance	(788,957)	(811,268)	(874,886)	(105,929)	(13.0%)	(63,818)	(7.8%)
07 Library	(1,078,081)	(1,093,150)	(1,137,428)	(59,388)	(5.5%)	(44,278)	(4.1%)
08 Administrative Services	(855,335)	(853,823)	(959,637)	(104,302)	(12.2%)	(105,814)	(12.4%)
09 Code Enforcement	(420,001)	(420,001)	(638,602)	(218,601)	(52.0%)	(218,601)	(52.0%)
10 Public Works	(977,448)	(1,021,045)	(1,032,302)	(55,054)	(5.6%)	(11,457)	(1.1%)
11 Parks	(1,189,709)	(1,211,031)	(1,478,454)	(288,745)	(24.3%)	(267,424)	(22.1%)
12 Recreation	(681,602)	(596,789)	(684,998)	(3,397)	(0.5%)	(88,210)	(14.8%)
13 Building Maintenance	(1,098,199)	(1,119,822)	(999,015)	99,184	9.0%	120,808	10.8%
14 Cemetery	(122,212)	(102,517)	(245,999)	(123,777)	(101.3%)	(143,472)	(139.9%)
15 Streets	(2,287,141)	(1,535,840)	(1,386,915)	900,225	39.4%	148,734	9.7%
16 Fleet Maintenance	(1,997,022)	(1,989,302)	(1,474,781)	522,241	26.2%	508,520	25.6%
17 Solid Waste	(90,905)	(20,411)	(43,250)	134,155	147.6%	63,861	311.9%
18 Planning	(315,193)	(55,408)	(178,347)	136,846	43.4%	(122,939)	(221.9%)
19 Permits & Inspections	85,805	39,588	73,578	(12,229)	(14.3%)	33,988	85.9%
20 Police	(14,804,436)	(15,088,579)	(14,508,387)	298,048	2.0%	582,191	3.9%
21 Fire & Rescue	(6,484,181)	(6,547,133)	(7,298,728)	(812,547)	(12.5%)	(749,595)	(11.4%)
23 Non-Departmental - Contracts	34,201,986	32,307,768	34,728,250	526,283	(1.5%)	2,420,481	(7.5%)
24 Information Technology	(368,087)	(367,948)	(644,184)	(276,117)	(75.0%)	(276,238)	(75.1%)
25 City Council	(80,496)	(80,496)	(115,956)	(35,459)	(44.1%)	(35,459)	(44.1%)
40 Annex	0	0	0	0	-	0	-
F99 Building Corp.	(20,664)	80,822	0	20,564	100.0%	(80,822)	100.0%
	\$ (463,428)	\$ (1,500,000)	\$ (0)	\$ 463,428	100.0%	\$ 1,500,000	100.0%

3. Finance Activities

- a. Completed FYE2021 Budget
- b. Continued research of vehicle inventory and usage to ensure operational efficiency and effectiveness
- c. ADA inspections and accessibility issues were corrected at City properties
- d. Surplus sales were conducted on Govdeals.org
- e. Preparing actual and forecast reports
- f. Updating policies and procedures

City Clerk

RE: Information for Administration Report

- BOE Meeting will be held on Monday, August 31st at 5:30 p.m.
- Notices have been sent out for Pawn Shop Licenses and Pet Shop/Grooming Licenses
- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office
None for month of August
- Codification Project Update – We received a preliminary copy of the Code Book, which is through Ordinance No. 3984, passed 12-3-2019. Our Legal Dept. has reviewed the preliminary copy and made comment. I am continuing to send American Publishing ordinances as they are approved so when we receive the final draft, it will be more up to date than the date on the preliminary copy. When there is a cut off for the final draft, ordinances not included will be done in a supplement to code at a later date. We received the Legal and Editorial Report, which explains editorial revisions they made to our code, as well as any editorial and legal comments or questions regarding specific code sections. Our Legal Dept. is reviewing this report. After their review, they noticed several codes needing updated. These codes were put in table format and color coded by department and sent to departments for comment. Some of these updates will be brought to Council for approval in September. The city has asked for an extension of 60 days, to respond back to American Publishing with a response to their notes.

Public Works

Administration: _____

- **COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)**

Engineering: _____

- Various design projects

CITY OF BELLEVUE
ADMINISTRATION REPORT

- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- 25th Street bridge (near complete; punchlist items remaining)
- Lookingglass Heights Park II Splashpad (construction to begin August 31st)
- Citywide pavement replacement (near complete)
- CDBG Washington Park (under construction)
- Citywide overlay (project closeout in progress)

Parks:

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

Street Maintenance:

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

Waste Water:

- **JETTING**
- **REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED**
- **LIFT STATION INSPECTIONS**

Human Resource

Human Resources Director

- Personnel issues – (5) matters
- COVID-19 EO Activities
- CARES Act Reporting
- Telecommute Policy
- Management Training
- Paperless file system reviews
- Learning Management System review
- Employee HRIS maintenance
- Civil Service: 07/08 minutes, Sergeant Rank notices, Police Lieutenant Assessment Center, Police Chief Background Investigations, 08/11 meeting
- **Benefit Orientation/Employee Exits/Resignations:**
 - 4 - Full Time Exit

CITY OF BELLEVUE
ADMINISTRATION REPORT

4 – Full Time Benefit Orientation

1- Promotion

1 –Leave of Absence

5 – Resignations/Terminations

August Anniversaries

Employee Name	Division	Years of Service
Strachota, Kurt M.	Fire	37
Milos, Joseph	Police	31
Hanson, Linda	Library	30
Bashus, Timothy	Public Works	29
Astleford, Sandra	Library	21
Rybar, Lisa	Administration	21
Stuck Jr, John	Police	21
Mizener, Jenny	Fire	19
Foreman, Edwin	Police	14
Niemoller, Daniel	Public Works	14
Follmer, Allen	Administration	13
Malone, Susan	Police	13
Melrose, Jason	Police	12
Murray, Jamey	Police	12
Zimmer, Grant	Public Works	12
Evans, Allison	Police	11
German, Daniel	Police	11
Kolbe, John	Police	11
Vest, Sean	Police	11
Ceballo, Max	Fire	8
Johnson, Zane	Fire	8
Kallhoff, Brandon	Fire	8

CITY OF BELLEVUE
ADMINISTRATION REPORT

Monk Nelson, Staci	Administration	6
Schroeder, Michael	Administration	5
Self, Zachary	Fire	4
Zellars, Constance	Library	3
Hernandez, Ronald D.	Public Works	2

Specialized Transportation and Human Services

28 Financial Assistance Applications for Homeless Prevention/Housing

2 Financial Assistance Applications for Utility Assistance

2 Food Pantry

Library

- Both the Children's and Young Adult Summer Library Programs (SLPs) concluded on Saturday, Aug. 15. The Children's finale was a special show with magician Jeff Quinn. The event was held out on the library lawn with about 86 persons attending with social distancing. Children and their families also had the option to watch the presentation via Zoom. The Young Adult finale was a Teen "Nailed It" contest in which teens submitted photos of their recreations of a (semi-difficult) recipe for a \$50 grand prize and other gifts. Since the entries could not be tasted, participants' submissions were based on creativity and presentation.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Aug. 19. Deb Stortvedt was re-elected as president of the board, and Kathleen Crawford-Rose was elected vice president. The Board also reviewed the Community Needs Assessment Plan 2019-2022 and approved a Technology Plan for 2020-2022.
- The Library has been notified by the Nebraska Library Commission that it is the recipient of a CARES Act grant in the amount of \$4,995. These NLC grants, specifically designated for libraries, are to be used to mitigate Covid-19 effects on library services. The Bellevue Library plans to use the funds to increase the strength of its WiFi signal for the public and to provide wireless printing. Both services were in demand when the library was closed to the public due to the coronavirus threat. The library hopes to complete both projects early this fall.
- The Adult Library Program (ALP), postponed from spring, is running Aug. 17 through Sept. 30. Adult cardholders can participate in the program by signing up online (or be

CITY OF BELLEVUE
ADMINISTRATION REPORT

helped in person at the library). In addition to a reading challenge, participants can take part in a host of virtual programs including beekeeping, folk music, craft projects, and literary games. In addition, the library will host small beginning yoga classes and is partnering with DJ's Dugout on a pub trivia contest. Patrons are able to pick up craft kits at the library to use in participating at home while watching the online presentations.

- After a brief break, fall programming for children and young adults will begin after Labor Day. Due to the continued Covid-19 threat, most of these programs will be online. The library will be observing September as Library Card Sign-up Month.

Police

- Morrow and Associates tested about 150 candidates at the Fire Training Site August 22 and 23. The new fog machine was utilized to sanitize the classroom and common areas before and after each session.
- Swensen and Associates conducted Lt. promotional testing on Wednesday 8-26.
- The Department received shipment of 9 new Detective and Administrative vehicles
- Attended a two-day retreat in Ashland for Leadership Sarpy
- Attended a two-hour virtual meeting on Traffic Incident Management in the Metro Area.
- A new Officer was hired for the January 2021 SDLEA class. We still have 2 more spots to hire for.
- Attended an SDLEA Board Meeting on the 2021 Budget and long-term planning with the Metro Chiefs and Sheriffs.
- Spoke with Sen. Crawford concerning LB 1222
- Met with the 55th Wing Vice Commander and the Commander of the 55th Security Forces Squadron on interlocal cooperation.

Fire

(See Attached)



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 08/24/2020

A. General Items:

- QA/QI
- Exercise Design Team meeting with other Sarpy agencies to plan active shooter drill scheduled for May 2021 (Meeting 8-25)
- First high school fall football game starts this week
- Testing out one full time Paramedic from ALS probation 9-1
- Quarterly meeting for BMC stroke committee 9-3
- OMHCC (Omaha Metro Healthcare Coalition) meeting 9-14
- UNMC Trauma Run Reviews 9-14
- Sarpy County Dispatch EMD Meeting 9-14
- Annual self-contained breathing apparatus testing in September.
- Civil defense siren repairs and maintenance.
- Working on yearly emergency generator service and load banks.
- Continue COVID-19 meetings

B. Training:

- Finish training on the new fire simulator upgrades.
- FAE2 (fire apparatus engineer) training.
- Training day for medical director and interns.

C. Inspections:

- Fire alarm acceptance test Physician Mutual 601 Galvin Rd. S.
- Final inspection Physician Mutual 601 Galvin Rd. S.
- Home day care inspection EMOJI DAYCARE 4516 S 46th St.
- Day care inspection ABC 11539 S. 36th St.
- Day care inspection Kathy's Kids 1501 Galvin Rd.
- Day care inspection Tulip Day Care 10135 S. 25th St.
- Underground tank inspection Dinah Mart 2605 Chandler Rd.





City of Bellevue

Fire Department

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

- Under ground fire main pressure test and flush Two Springs 3001 Spring Blvd.
- Pressure test and flush fire main Leonard Lawrence 13204 29th St.
- Aboveground fire sprinkler pressure test Woodhouse Mazda 7845 Nebraska Dr.
- Fire alarm acceptance test and building final 1001 Fort Crook Rd. Omaha Public Schools swing space.
- Fire alarm acceptance test and building final 2812 Arboretum Dr. Bellevue Public Schools Career and Trades Center.
- Underground tank inspection Casey's General Store 2104 Pratt Ave

D. Calls: July 29th through August 24th

Fire – 113

Rescue - 320

E. Ambulance Billing

July 1-31, 2020

\$ 216,149.00 has been billed out to insurance companies (282 insurance claims)
<\$97,267.05> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$216,149.00)

\$ 118,881.95 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 79,534.13 deposited into the bank July 1-31, 2020

5,981.59 in Credit/Debit card payments for July 1-31, 2020.

\$ 85,515.72 TOTAL July 1-31, 2020 rescue fee revenue

Statement Billing:

300 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 132,561

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



City of Bellevue

Fire Department

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

F. Manpower Report Staffing

Staffing Report from 7/27/2020 through 8/2/2020

Monday	AM	E1, E41	3-Person	
Monday	PM	Full		EMS SUP 2 OOS
Tuesday	AM	E1	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, E31, E41	3-Person	
Wednesday	PM	E31, E41	3-Person	
Thursday	AM	E1	3-Person	
Thursday	PM	T21	3-Person	
Friday	AM	E1, T21, E31, E41	3-Person	EMS SUP 2 OOS
Friday	PM	E1, T21, E31, E41	3-Person	
Saturday	AM	E1, T21, E31, E41	3-Person	EMS SUP 2 OOS
Saturday	PM	T21, E31, E41	3-Person	
Sunday	AM	E1, T21, E41	3-Person	EMS SUP 2 OOS
Sunday	PM	E1, T21, E31	3-Person	EMS SUP 2 OOS

Staffing Report from 8/3/2020 through 8/9/2020

Monday	AM	E41	3-Person	E1 OOS (manpower)
Monday	PM	Full		
Tuesday	AM	E1, E41	3-Person	EMS SUP 2 OOS
Tuesday	PM	Full		
Wednesday	AM	T21, E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, E31, E41	3-Person	
Thursday	PM	T21	3-person	
Friday	AM	E31, E41	3-Person	
Friday	PM	E31	3-Person	
Saturday	AM	E1, T21, E31, E41	3-Person	EMS SUP 2 OOS
Saturday	PM	T21, E31, E41	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	E31	3-Person	



City of Bellevue Fire Department

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

Staffing Report from 8/10/2020 through 8/16/2020

Monday	AM	E1, E31, E41	3-Person	
Monday	PM	E1	3-Person	
Tuesday	AM	Full		
Tuesday	PM	E31	3-Person	
Wednesday	AM	E1, T21, E31, E41	3-Person	
Wednesday	PM	E31	3-Person	
Thursday	AM	E1, T21, E31	3-Person	EMS SUP 2 OOS
Thursday	PM	E1, E31	3-person	
Friday	AM	E1, E41	3-Person	M1, T21 OOS (manpower)
Friday	PM	E1, E31	3-Person	
Saturday	AM	E1, T21, E31	3-Person	EMS Sup 2 OOS
Saturday	PM	E1, T21, E31, E41	3-Person	
Sunday	AM	E41	3-Person	E31 and EMS Sup 2 OOS
Sunday	PM	E41	3-Person	E31 and EMS Sup 2 OOS

Staffing Report from 8/17/2020 through 8/2/2020

Monday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Monday	PM	E31, E41	3-Person	
Tuesday	AM	E1, E31, E41	3-Person	
Tuesday	PM	E1	3-Person	
Wednesday	AM	E1, T21, E31	3-person	
Wednesday	PM	E1, E31	3-Person	
Thursday	AM	T21, E31	3-Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31	3-Person	
Friday	PM	T21, E31	3-Person	
Saturday	AM	T21, E31	3-Person	
Saturday	PM	E1	3-Person	
Sunday	AM	T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	PM	T21, E41	3-Person	