

## Bellevue City Council Meeting

Tuesday, June 21, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Greene Avenue.
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 June 7, 2022 City Council Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. Request appointment of Rich Casey to fill the remaining term of Ward 2 City Council Member and shall hold office for the unexpired term and until a successor is elected and qualified. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4099: Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)
    1. Request to preliminary plat Lots 1 through 9, Fontenelle Hills Estates.
  - b. Ordinance No. 4100: Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development. Applicant: Woodsonia Real Estate Inc. General location: 11715 South 60th Street. (Planning Manager)
    1. Request to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4101: An ordinance approving the sale and conveyance of city property to Eastern Nebraska Community Action Plan (ENCAP) and authorize Mayor to sign. (Administration/Legal)
  - b. Ordinance No. 4102: Request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest 1/4 of Section 23, T13N, R13E of the 6th P.M., Sarpy County Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General Location: Hwy 75 and Hwy 34. (Planning Manager)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4103: An ordinance to vacate Harvell Circle Right-of-Way north of Herman Drive, Lot 1 Harvell Center, Lot 1 Harvell Center Replat 1, Lot 2 Harvell Center Replat 1, and Lot 3 Harvell Center, Sarpy County, Nebraska. (Public Works)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot F1B, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: FFC Holdings, LLC. General location: Fort Crook Road South and Fairview Road. (Planning Manager)

1. Request to final plat Lots 1 and 2, Fairview Business Park.

15. RESOLUTIONS:

a. Resolution No. 2022-15: Request to approve the Redevelopment Plan for Lot 1, College Apartments Addition and authorize Mayor to sign. Applicant: Stella Realty, LLC. General location: 400 W. 19th Ave. (Planning Manager) **(Public Hearing)**

b. Resolution No. 2022-16: Calling the SID #242 (Cedar View) bonds for \$50,000, plus accrued interest and authorize the Mayor to sign. (Finance Director)

c. Resolution No. 2022-17: Awarding the Bellevue Major Street Resurfacing project identified as MAPA-5081(2) to Western Engineering Company Inc., in an amount not to exceed \$3,690,058.76 and authorizing the Mayor to sign. (Public Works Director)

d. Resolution No. 2022-18: Approving and authorizing the Mayor to sign the city's Deferred Compensation Plan (457 Plan) as amended and restated. (Administration/HR Director)

e. Resolution No. 2022-19: Approve and authorize the Mayor to sign the city's Nebraska Retirement Income Plan an amended and restated. (Administration/HR Director)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the contract with Charles Vrana & Son Construction Company, for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs, in an amount not to exceed \$1,596,990.30, plus potential City initiated Change Orders of up to 10% (\$159,699.03), for a total amount of \$1,756,689.33. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of each month - June report will be attached to the July 5th Council Packet.)**

18. CLOSED SESSION:

a. Litigation Update (Legal)

19. ADJOURNMENT

# MINUTE RECORD

\*5b1.  
6/21/2022

Bellevue City Council Meeting, June 7, 2022, 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 7<sup>th</sup> of June 2022, at 6:00 p.m. Present were Council Members Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted 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 Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

**Motion** was made by Cook, seconded by Welch, to amend the agenda by moving Item 12b. in front of Item 12a. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Burns, seconded by Cook, to approve the consent agenda consisting of the following items: Approval of the May 17, 2022 City Council Minutes; Acknowledge receipt of the May 26, 2022 Planning Commission Minutes; and Claims. Roll call to approve the consent agenda was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission the application for Rosalind Sells as the new Manager for four Kwik Shops: Store 670, 2103 Capehart Road; Store 675, 502 W. Mission Ave; Store 688, 602 Galvin Road; and Store 689, 4151 Harrison Street. (City Clerk)**

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

With no one in the audience coming forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Burns, seconded by McCaw, to recommend approval to the Nebraska Liquor Control Commission the application for Rosalind Sells as the new Manager for four Kwik Shops: Store 670, 2103 Capehart Road; Store 675, 502 W. Mission Ave; Store 688, 602 Galvin Road; and Store 689, 4151 Harrison Street.

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

**Recommend approval to the Nebraska Liquor Control Commission the application for Moran's Grill LLC dba "Moran's Grill" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, on and off sale at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager. (City Clerk)**

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

Mr. Robert Peterson, 14747 California Street, Omaha, was present on behalf of the applicant to answer questions.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 2

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

**Motion** was made by Cook, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission the application for Moran's Grill LLC dba "Moran's Grill" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, on and off sale at 3909 Twin Creek Drive, Bellevue and for Steven Kranau as Manager. Roll call to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **ORDINANCES FOR ADOPTION (Third Reading):**

### **Ordinance No. 4098: Repealing Chapter 14, Section 14.-6 pertaining to slaughterhouses, soap factories, feed lots, etc. (Legal)**

Ordinance No. 4098: An ordinance to repeal Chapter 14 Section 14-6, of the Bellevue Municipal Code regarding slaughterhouses, soap factories, feed lots, etc. and to provide an effective date was read for the third and final time.

**Motion** was made by Welch, seconded by Cook, to approve Ordinance No. 4098. Roll call to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

### **Ordinance No. 4100: Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single-family residential development. Applicant: Woodsonia Real Estate Inc. General location: 11715 South 60th Street. (Planning Manager)**

Ordinance No. 4100: 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 11715 South 60<sup>th</sup> Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Mr. Larry Jobeun, 11440 West Center Road, Omaha, was present on behalf of the applicant. He advised this is a twenty-acre development located to the west of Lakewood West. This is phase two of the development. Access to the development is from the north. There will be no direct access to 60<sup>th</sup> Street or Schram Road. The access will be through the existing development to the east. There will be 50 feet dedicated of the future Schram Road at no cost. Negotiations are being discussed with Sarpy County regarding a financial contribution to 60<sup>th</sup> Street. The anticipated cost of the homes is \$350,000 to \$400,000.

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 June 21, 2022.

### **Request to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.**

Mayor Hike read Item # 12b1. for the record and stated no action was required.

### **Ordinance No. 4099: Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE, for the purpose of single-family residential development. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)**

Ordinance No. 4099: 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 Martin Drive and Ridgewood Drive; and Martin Drive and Ridgewood Court, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

Ms. Mary Hawkins, 414 Greenbriar Court, explained she represents the owners of the golf course. She provided a history of the golf course. She stated the golf course had been maintained by volunteers. Some residents contributed to time and money to keep the golf course going. Due to the cost and maintenance of the land, a decision was made to rezone the area into residential estate lots.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 3

Councilwoman Welch inquired what the cost of the lots will be. Mrs. Hawkins advised she has left the determination of the price of lots to NP Dodge. She suggested the amount of \$30,000 to \$40,000 an acre. Conversation ensued.

Ms. Sue Olson-Mandler, 515 Ridgewood Drive, questioned if a traffic survey was done to determine how much the traffic will increase and where the roads will run.

Mrs. Tammi Palm, Planning Manager, explained there are nine residential lots proposed. Lots 1 through 5 are serviced by private drives. There is a private street proposed for Lots 6 through 9. The private street is the responsibility of the developer or HOA. With a nine-lot development the traffic impact is very minimal. Discussion followed.

Mr. Rich Casey, 205 Forest Drive, stated he is the president of the HOA. He advised the HOA and Board of Directors are in support of the rezoning. He thanked the Hawkins and other owners for keeping the golf course open for as long as they did. He stated the RE zoning is less dense than the current zoning. Therefore, this is the best situation for the neighborhood.

Councilwoman Welch inquired if there will be any covenants stating if someone buys a lot, they have to build on it. Mr. Casey said none of which he is aware.

Councilwoman Welch questioned if it is possible for the homeowners to buy the lots behind their properties. Mrs. Palm advised it is possible. It is up to the current owners who they decide to sell them to.

Ms. Heather Vickers, 520 Laurel Drive, requested the application be denied. She stated the area was designed to be a green space when the subdivision was platted. The neighbors expect it to remain a green space. The neighbors would work with the current owners to purchase the area.

Mr. John Roberts, 911 Bayberry Drive, thanked the owners for maintaining the property. He is in favor of the rezoning to residential estates. He has researched forming a LLC. He is in favor of the homeowners working together to purchase the property.

Ms. Betsy Buschkemper, 514 Laurel Drive, requested the item be delayed. She stated this would allow the homeowners the opportunity to discuss purchasing the property. All the cost and liabilities of building new streets on difficult terrain, access for emergency vehicles, sewer and drainage infrastructure would be eliminated if the area was maintained as green space.

Ms. Susie Louis, 504 Ridgewood Drive, thanked the owners for the upkeep of the golf course. She mentioned she is interested in joining the LLC to keep the area as a green space.

Mr. Michael Kilburn, 909 Ridgewood Court, requested the item be delayed to give the homeowners the opportunity to figure a solution out.

Mr. John Sproul, 701 Martin Drive, is disappointed to lose the green space. He urges the cancel to delay voting on the item. He is afraid another developer will purchase the property. He inquired if covenants or restrictions can be attached to the plat. He is concerned someone will remove trees in front of his house.

Mayor Hike questioned if there is a subdivision agreement on this item. Mrs. Palm replied no, explaining this is not a SID. Typically, subdivision agreements are done for larger subdivisions. This preliminary plat includes only nine lots. Therefore, the city does not typically enter into a subdivision agreement. She advised if there were costs involved with streets and infrastructure an agreement would be considered. Mrs. Palm advised if the developers or new owners put covenants in place, they could enforce the covenants. The city does not enforce covenants, the city enforces the zoning regulations. Covenants are more restrictive than what the city has.

Ms. Sheila Norton commented she is in favor of the RE zoning. She feels it is the best way to maintain green space. She inquired if the lots are rezoned to estate lots, if it could still become a LLC. Mrs. Palm replied yes, they could. In her opinion it is better for the neighborhood if it is rezoned to residential estates. Under the current zoning there is a minimum lot size of 12,000 square feet. Therefore, there could be three to four lots per acre. If it is rezoned to residential estates there is a minimum of one acre per lot, making it far less denser than the current zoning.

Councilman Cook thanked everyone for coming to speak. He applauded the owners for maintaining the property. He questioned the notification process to the neighbors. Mrs. Palm explained statutorily the city is required to send notices out, ten days prior to the hearing. Another requirement is a legal ad needs to be placed in the newspaper. Then the city is required to do one of two things. Either post signs on the property or mail notices to property owners within 300 feet. The planning department does all three. Statutorily it is a ten-day requirement, however they try to mail the notices two to two and half weeks to allow the neighbors time to be aware of the public hearing. This process is followed before Planning Commission meetings and City Council meetings.

Councilman Cook commented an HOA could be formed for these lots with requirements and restrictions. He questioned how they would be enforced.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 4

Mrs. Palm agreed a HOA could be formed. For covenants to be enforced they would need to be signed and recorded at the Register of Deeds office. A governing body or board would need to be formed to enforce the covenants. HOA's rely on dues from the members to be able to maintain and enforce the covenants and maintain the area.

Councilman Cook stated this is not the city's request. Mrs. Palm confirmed this is private property. Any type of covenants or LLC would be done by a current or future owner.

Councilwoman Welch inquired if there is any benefit to delaying a vote. Ms. Bree Robbins, City Attorney, advised there is no benefit in delaying the vote. Conversation ensued.

Mrs. Palm pointed out this request is only for rezoning and preliminary plat. It could be 45 days or more for the final plat. The final plat will come before Planning Commission and City Council.

Councilman Preister thanked everyone for coming out. He appreciates the creativity of researching a LLC. He appreciates the developers and neighbors working together on an agreement. He questioned if the current owners are willing to work with the neighbors and willing to sale the property to the neighbors.

Mrs. Mary Hawkins commented breaking the parcels up is much more amenable then forming an LLC for the entire property. If the neighbors want to buy it she has no problem with that. She commented it is a lot of work to maintain 28 acres.

Mr. Jim Hawkins, 414 Greenbriar Court, advised 15 years ago several owners worked together to purchase and maintain the golf course. The golf course closed three years ago and has been maintained as a green space since. He stated since the letters went out in April, nobody has contacted him regarding purchasing the property. He would love for the surrounding homeowners to purchase the area.

Mr. Gary Friedenbach, 520 Fontenelle Court, commented he is a partner on Lots 6 through 9. He is ready to sell the property.

Ms. Erin Nevius, 512 Ridgewood Drive, thanked the owners for maintaining the area. She feels development on the area will impact the wildlife and forest. She is interested in being a part of the LLC to purchase the property. She requested the item be delayed to allow homeowners more time to pursue other options.

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 requested clarification when the final plat would be presented. Mrs. Palm stated if the final plat was submitted in the next couple of weeks the earliest it would go to Planning Commission is July 28<sup>th</sup>. It would then go to City Council on August 16<sup>th</sup>. Mayor Hike commented it would be unfair to the owners to delay the request.

Councilwoman Welch explained a purchase offer could be made contingent on the rezoning. Discussion followed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on June 21, 2022

## **Request to preliminary plat Lots 1 through 9, Fontenelle Hills Estates.**

Mayor Hike read Item # 12a1. for the record and stated no action was required.

## **ORDINANCES FOR INTRODUCTION: (First Reading)**

### **Ordinance No. 4101: An ordinance approving the sale and conveyance of city property to Eastern Nebraska Community Action Plan (ENCAP) and authorize Mayor to sign.** (Administration/Legal)

Ordinance No. 4101: An Ordinance to approve the Sale and Conveyance of One Parcel of City Property to Eastern Nebraska Community Action Partnership (ENCAP) and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on June 21, 2022.

### **Ordinance No. 4102: Request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest 1/4 of Section 23, T13N, R13E of the 6th P.M., Sarpy County Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General Location: Hwy 75 and Hwy 34.** (Planning Manager)

Ordinance No. 4102: 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 Highway 75 and Highway 34, more particularly described in Section 1 of the ordinance and to provide for an effective date was read for the first time.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 5

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on June 21, 2022.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Recommendation to approve an event application for Kevin Power to host his 8th Annual Private Charity Event to raise donations for the Bellevue Food Pantry, at his home, 108 Meadow Fox Court, on Saturday, July 23, 2022 from 7:00 p.m. to 11:00 p.m., with live music and to waive the \$50.00 Event Fee.** (City Clerk)

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

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

**Motion** was made by Burns, seconded by Cook, to approve an event application for Kevin Power to host his 8th Annual Private Charity Event to raise donations for the Bellevue Food Pantry, at his home, 108 Meadow Fox Court, on Saturday, July 23, 2022 from 7:00 p.m. to 11:00 p.m., with live music and to waive the \$50.00 Event Fee. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

## **RESOLUTIONS: NONE**

## **CURRENT BUSINESS:**

**Approve and authorize the City Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with MRH Land LLC, in an amount not to exceed \$45,000.00.** (Finance Director/CDBG Program Specialist)

Mayor Hike recused himself due to a conflict of interest at 7:19 p.m.

Council President Cook noted for the record Mayor Hike has left the Council Chambers

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the City Council President to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with MRH Land LLC, in an amount not to exceed \$45,000.00. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Mayor Hike returned to the Council Chambers at 7:20 p.m.

**Request to approve and authorize the Mayor to sign the Contract with Hanna:Keelan Associates, P.C. for the affordable housing action plan, in an amount not to exceed \$38,000.** (Planning Manager)

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Contract with Hanna:Keelan Associates, P.C. for the affordable housing action plan, in an amount not to exceed \$38,000. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Recommend approval of renewal of the revised School Resource Officer Memorandum of Understanding (MOU) with Omaha Public Schools and authorized the Mayor to sign.** (Chief Clary)

**Motion** was made by Welch, seconded by McCaw, to approve the renewal of the revised School Resource Officer Memorandum of Understanding (MOU) with Omaha Public Schools and authorized the Mayor to sign. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign Change Order #1 with Royalty Roofing and Renovation for roof decking and removal of pergola over flat roof section and wrapping exposed wood on roof line to the Bellevue Professional building at 2206 Longo Drive for additional work, not to exceed \$16,055.00.** (Public Works Director)

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign Change Order #1 with Royalty Roofing and Renovation for roof decking and removal of pergola over flat roof section and wrapping exposed wood on roof line to the Bellevue Professional building at 2206 Longo Drive for additional work, not to exceed \$16,055.00. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 6

**Approve and authorize the Mayor to sign the Civic and Community Center Financing Fund (CCCFF) to accept grant funds for renovations to the Bellevue Professional Building, 2206 Longo Drive (Bellevue Public Library), in the amount of \$483,415.30, plus an additional \$180,000 recently awarded, for a total amount of \$663,414.30.** (Public Works Director/CDBG Specialist)

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Civic and Community Center Financing Fund (CCCFF) to accept grant funds for renovations to the Bellevue Professional Building, 2206 Longo Drive (Bellevue Public Library), in the amount of \$483,415.30, plus an additional \$180,000 recently awarded, for a total amount of \$663,414.30.

Councilwoman Welch inquired if this funding is due to a grant Mr. Doug Clark, Public Works Director, received so it would not cost the taxpayers money. Mr. Jim Ristow, City Administrator, replied yes, this is a state grant.

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

**Approve and authorize the Mayor to sign the Master Service Agreement with Metro Community College, effective May 24, 2022 through July 1, 2023.** (HR Director)

**Motion** was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Master Service Agreement with Metro Community College, effective May 24, 2022 through July 1, 2023. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA), effective October 1, 2021 to September 30, 2025.** (HR Director)

**Motion** was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA), effective October 1, 2021 to September 30, 2025. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly reports are given at the first Council meeting of each month - May report is attached.)**

Mayor Hike addressed the process of filling the vacancy for the Ward 2 City Council seat. The Mayor appoints someone to fill the current term to the date of the election in November. Going forward, it has to be someone who is running for the seat. They can either run by petition, collecting ten percent of the total amount of voters signatures from the last presidential election, or they can run a write-in campaign. They would have to go to election office and have until October 28<sup>th</sup> to sign up. There have been a couple who have shown interest in the position. Those names have been provided to the Council Members to perform research. He advised there was also a press release regarding the process.

Councilwoman Welch clarified the Mayor appoints the candidate and the City Council approves. Mayor stated correct, to finish out the seat through November.

Ms. Robbins pointed out if anyone wants to run by petition, they should reach out to the Sarpy County Election Commissioner. They have the petition information and will calculate the exact number of signatures required. The deadline to get everything submitted is September 1<sup>st</sup>.

Councilwoman Welch clarified the candidate would need to be a registered voter. Ms. Robbins replied yes. The person would need to be a registered voter in Ward 2. Also, ten percent of the registered voters that voted in the last presidential election.

Ms. Robbins advised anyone interested look at the ward maps on the City of Bellevue's website.

Councilman Cook inquired if anyone wants to run as a write in, they will need to go to the Sarpy County Election Commissioner. Ms. Robbins replied yes. They would have to fill out an affidavit and submit it by October 28, 2022.

Ms. Shirley Harbin, Deputy City Clerk, inquired if the candidate will still need to pay the fee at the City Clerk's office. Ms. Robbins replied yes, both options require the fee to be paid. Councilman Preister advised that is the first step. The candidate would need the receipt to take to the Election Commissioner.

Councilwoman Welch questioned if both proposed candidates could get petitions signed and be on the ballot for November 8<sup>th</sup>. Mayor Hike replied yes. Ms. Robbins stated anyone in Ward 2 could do a petition.

# MINUTE RECORD

Bellevue City Council Meeting, June 7, 2022, Page 7

Discussion occurred on the Bellevue Rock Riverfront Festival.

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Cook, the meeting was adjourned at 7:34 p.m. Roll call vote on motion to approve was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

---

Shirley Harbin, Deputy City Clerk

---

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 7, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

Shirley Harbin, Deputy City Clerk

# MINUTE RECORD

\*6.  
6/21/2022

## CLAIMS FOR JUNE 21, 2022

PAGE 1

### MAYOR

|              |                                  |                 |
|--------------|----------------------------------|-----------------|
| CENTURY LINK | 2022/05/22-06/21 MONTHLY SERVICE | 12.50           |
|              |                                  | <u>\$ 12.50</u> |

### CITY ADMINISTRATOR

|                               |                                  |                  |
|-------------------------------|----------------------------------|------------------|
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 24.19            |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 43.49            |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 81.14            |
| SPARTAN NASH STORES, LLC      | CPS-REFRESHMENTS FOR OFFICE      | 90.15            |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 302.86           |
|                               |                                  | <u>\$ 541.83</u> |

### LEGAL

|                                 |   |                  |
|---------------------------------|---|------------------|
| CENTURY LINK                    | 2022/05/22-06/21 MONTHLY SERVICE        | 24.60            |
| DROP BOX                        | CPS-CASES STORAGE                       | 19.99            |
| NEBRASKA.GOV                    | CPS-CASES SEARCHES                      | 182.70           |
| RELIANCE INSURANCE              | LIFE INS-MAY 2022                       | 30.77            |
| RELIANCE INSURANCE              | LTD INS-MAY 2022                        | 49.04            |
| SERVICEMEMBERS CIVIL RELIEF ACT | CPS-MIL AFF TO FILE COLLECTION FOR FIRE | 72.80            |
|                                 |   | <u>\$ 379.90</u> |

### CABLE ADVISORY

|                    |                                  |                 |
|--------------------|----------------------------------|-----------------|
| CENTURY LINK       | 2022/05/22-06/21 MONTHLY SERVICE | 8.33            |
| RELIANCE INSURANCE | LIFE INS-MAY 2022                | 24.96           |
| RELIANCE INSURANCE | LTD INS-MAY 2022                 | 31.84           |
|                    |                                  | <u>\$ 65.13</u> |

### CITY CLERK

|                               |                                  |                  |
|-------------------------------|----------------------------------|------------------|
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE                   | 74.88            |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 12.50            |
| GRETNA GUIDE & NEWS           | LEGAL ADS                        | 21.04            |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 24.49            |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 31.20            |
| SARPY CO REGISTER OF DEEDS    | RECORDING FEE                    | 122.00           |
|                               |                                  | <u>\$ 286.11</u> |

### FINANCE/RISK MANAGEMENT

|                               |                                  |                    |
|-------------------------------|----------------------------------|--------------------|
| AMAZON.COM, LLC               | CPS-OFFICE SUPPLIES, PHONE CASES | 187.00             |
| CAPITAL BUSINESS SYSTEMS, INC | COPIER EXPENSE                   | 8.30               |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 60.57              |
| HANEY SHOE STORE              | SAFETY SHOES-GUE, PARKS          | 233.98             |
| INFOSAFE SHREDDING            | DOCUMENT SHREDDING SERVICE       | 30.00              |
| OFFICE DEPOT                  | CPS-OFFICE CHAIR                 | 318.33             |
| QUADIENT FINANCE USA, INC     | 2022/05/05 POSTAGE REFILL        | 1,500.00           |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 81.48              |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 123.03             |
| VILLAGE INN                   | CPS-DEPT MEETING SUPPLIES        | 120.65             |
|                               |                                  | <u>\$ 2,663.34</u> |

# MINUTE RECORD

CLAIMS FOR JUNE 21, 2022

PAGE 2

## LIBRARY

|                                 |                                  |             |
|---------------------------------|----------------------------------|-------------|
| ANN CLARK COOKIE CUTTERS        | CPS-PROGRAM SUPPLIES             | 68.18       |
| CAPITAL BUSINESS SYSTEMS, INC   | COPIER EXPENSE                   | 260.57      |
| CENGAGE LEARNING, INC           | BOOKS                            | 475.83      |
| CENTURY LINK                    | 2022/05/22-06/21 MONTHLY SERVICE | 41.67       |
| CHOOSECO LLC                    | CPS-BOOKS                        | 203.73      |
| CONNIE BARNARD                  | REIMB FOR NOTARY LICENSE         | 30.00       |
| ENVISIONWARE, INC               | PROFESSIONAL SERVICES            | 450.00      |
| HOBBY LOBBY                     | CPS-PROGRAM SUPPLIES             | 54.39       |
| INFO USA MARKETING LIBRARY PROD | NEB BUSINESS DIRECTORIES         | 520.00      |
| INGRAM LIBRARY SERVICES         | BOOKS                            | 1,912.24    |
| J P COOKE COMPANY               | CPS-NOTARY STAMP                 | 45.75       |
| MATRIX BUSINESS SYSTEMS INC     | COPIER EXPENSE                   | 13.28       |
| OCLC INC                        | MONTHLY CATALOGING 2022/6/1-6/30 | 1,384.68    |
| OMAHA PUBLIC POWER DISTRICT     | 2022/04/08-05/10 MONTHLY SERVICE | 1,467.34    |
| QUADIENT FINANCE USA, INC       | LIBRARY POSTAGE-MAY 2022         | 751.81      |
| RELIANCE INSURANCE              | LIFE INS-MAY 2022                | 82.11       |
| RELIANCE INSURANCE              | LTD INS-MAY 2022                 | 100.18      |
| TECHSOUP                        | CPS-RENEW SUPPORT                | 57.00       |
| U.S. CELLULAR                   | 2022/04/17-05/16 MONTHLY SERVICE | 400.10      |
| WALMART COMMUNITY               | CPS-SUPPLIES                     | 104.90      |
| ZOOM VIDEO COMMUNICATIONS INC   | CPS-RENEW SUPPORT                | 240.59      |
|                                 |                                  | <hr/>       |
|                                 |                                  | \$ 8,664.35 |

## ADMINISTRATIVE SERVICES/PERSONNEL

|                               |                                  |             |
|-------------------------------|----------------------------------|-------------|
| AMAZON.COM, LLC               | CPS-KEYBOARD                     | 34.99       |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 58.24       |
| HR CERTIFICATION INSTITUTE    | CPS-CERTIFICATION LICENSE        | 219.00      |
| HR NEBRASKA CONFERENCE        | CPS-HR CONFERENCE                | 375.00      |
| IDEAL PURE WATER COMPANY      | BOTTLED WATER                    | 50.50       |
| INFOSAFE SHREDDING            | DOCUMENT SHREDDING SERVICE       | 30.00       |
| MATRIX BUSINESS SYSTEMS INC   | COPIER EXPENSE                   | 116.61      |
| OMAHA PUBLIC POWER DISTRICT   | 2022/04/19-05/19 MONTHLY SERVICE | 129.19      |
| ONE SOURCE                    | BACKGROUND CHECKS                | 405.50      |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 92.64       |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 114.55      |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 3,477.93    |
|                               |                                  | <hr/>       |
|                               |                                  | \$ 5,104.15 |

## CODE ENFORCEMENT

|                               |                                  |             |
|-------------------------------|----------------------------------|-------------|
| AMAZON.COM, LLC               | CPS-PHONE CASES                  | 171.24      |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 24.49       |
| NEBRASKA.GOV                  | SWIPE DEVICES                    | 245.00      |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 68.45       |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 84.85       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 811.69      |
|                               |                                  | <hr/>       |
|                               |                                  | \$ 1,405.72 |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 3

### PUBLIC WORKS

|                               |                                  |                    |
|-------------------------------|----------------------------------|--------------------|
| AMAZON.COM, LLC               | CPS-PHONE CASES                  | 47.97              |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 50.00              |
| MATRIX BUSINESS SYSTEMS INC   | COPIER EXPENSE                   | 179.59             |
| MAX I WALKER                  | CPS-UNIFORM CLEANING             | 253.40             |
| ONE CALL CONCEPTS             | LOCATES-MAY 2022                 | 926.48             |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 67.51              |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 100.26             |
| SARPY CO REGISTER OF DEEDS    | RECORDING FEE                    | 16.00              |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 114.76             |
|                               |                                  | <b>\$ 1,755.97</b> |

### PARKS

|                                 |  |                      |
|---------------------------------|--|----------------------|
| ALEXANDER LAWN & LANDSCAPE, INC | PARKS MOWING                           | 2,132.80             |
| AMAZON.COM, LLC                 | CPS-PHONE CASE                         | 15.99                |
| A-RELIEF SERVICES               | PORTABLE RESTROOMS-CITY PARKS          | 712.00               |
| CENTURY LINK                    | 2022/05/22-06/21 MONTHLY SERVICE       | 37.50                |
| CREATIVE SITES, LLC             | PLAYGROUND-MCCANN                      | 29,625.00            |
| CROW LAWN CARE LLC              | BPW-220103 ROW MOWING                  | 9,645.12             |
| DPS, LLC                        | BPW-211225 STONECROFT PARK TO 2022/6/4 | 31,836.19            |
| HUGHES MULCH PRODUCTS           | WOOD FIBER-MCCANN                      | 1,600.00             |
| HUGHES TREE SERVICE             | TREE REMOVAL-2406 ARLINGTON PL         | 3,500.00             |
| MENARDS                         | DRILL                                  | 97.11                |
| METROPOLITAN UTILITIES DIST     | 2022/04/01-05/06 MONTHLY SERVICE       | 104.49               |
| OMAHA PUBLIC POWER DISTRICT     | 2022/03/30-04/29 MONTHLY SERVICE       | 2,088.32             |
| PILGRIM LANDING GARDEN CLUB     | REIMB FOR EXPENSES-MULCH, PLANTS       | 439.69               |
| READY MIXED CONCRETE COMPANY    | CONCRETE                               | 890.52               |
| RELIANCE INSURANCE              | LIFE INS-MAY 2022                      | 89.02                |
| RELIANCE INSURANCE              | LTD INS-MAY 2022                       | 104.36               |
| TENNIS COURTS UNLIMITED         | PICKLE BALL CONVERSION-THOMPSON PARK   | 21,000.00            |
| TRISTAR RISK MANAGEMENT, INC    | WORK COMP FUNDING APRIL 2022           | 3,250.00             |
| US BANK VOYAGER FLEET SYSTEMS   | FUEL FOR CITY VEHICLES-MAY 2022        | 2,573.49             |
|                                 |  | <b>\$ 109,741.60</b> |

### RECREATION

|                                    |                                  |                     |
|------------------------------------|----------------------------------|---------------------|
| AMERICAN FOODS GROUP               | CONCESSION SUPPLIES              | 192.00              |
| ANDREA BUTLER                      | REFUND POOL PARTY DEPOSIT        | 100.00              |
| BELLEVUE EAST HIGH SCHOOL          | YOUTH SPORTS PROGRAM             | 3,580.00            |
| CENTURY LINK                       | 2022/05/22-06/21 MONTHLY SERVICE | 52.65               |
| DICK'S CLOTHING AND SPORTING GOODS | CPS-ATHLETIC EQUIPMENT           | 39.92               |
| DILLONS CUSTOMER CHARGES           | CPS-CONCESSION SUPPLIES          | 2.29                |
| J & J SMALL ENGINE SERVICE         | STRAIGHT TRIMMERS                | 352.00              |
| JO DONS                            | SIGNS, STAKES FOR BALLFIELDS     | 320.00              |
| OMAHA PUBLIC POWER DISTRICT        | 2022/04/19-05/19 MONTHLY SERVICE | 255.17              |
| OMAHA SCHEELS                      | CPS-VOLLEYBALL NET ROPE          | 69.99               |
| RACHEL WILSON                      | REFUND SPRING YOUTH SOCCER       | 30.00               |
| RELIANCE INSURANCE                 | LIFE INS-MAY 2022                | 27.16               |
| RELIANCE INSURANCE                 | LTD INS-MAY 2022                 | 36.45               |
| RENEE WHITE                        | REFUND SWIMMING LESSONS          | 70.00               |
| SALLY SCHMIDT                      | REFUND SPRING YOUTH SOCCER       | 15.00               |
| SID DILLON CHEVROLET BUICK PONTIAC | 2022 CHEVY COLORADO              | 29,724.00           |
| TIDAL WAVE AUTO WASH               | CPS-CAR WASH                     | 16.05               |
| US BANK VOYAGER FLEET SYSTEMS      | FUEL FOR CITY VEHICLES-MAY 2022  | 353.22              |
| WESTLAKE ACE HARDWARE              | SPRAY PAINT                      | 13.18               |
| WILLIAM SCHULTZ                    | REIMB FOR REED CENTER RENTAL     | 750.00              |
|                                    |                                  | <b>\$ 35,999.08</b> |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 4

### BUILDING MAINTENANCE

|                                |   |                     |
|--------------------------------|---|---------------------|
| AMAZON.COM, LLC                | CPS-REPLACE FAUCET-BALDWIN  | 56.76               |
| AQUA-CHEM                      | CHEMICALS FOR POOLS   | 1,572.85            |
| CENTURY LINK                   | 2022/05/22-06/21 MONTHLY SERVICE  | 4.17                |
| ECHO GROUP, INC                | BALLAST COVER   | 8.78                |
| FERGUSON ENTERPRISES INC #1657 | PLUMBING SUPPLIES   | 672.75              |
| FIRE PROTECTION SERVICES, LLC  | REPLACE BATTERIES, SPRINKLER BELL REPLACEMENT                               | 410.00              |
| HELM SERVICES, INC             | A/C NOT WORKING   | 887.82              |
| IDEAL PURE WATER COMPANY       | BOTTLED WATER   | 37.00               |
| JACKSON SERVICES, INC          | DOOR MAT SERVICE-CITY HALL  | 83.39               |
| MENARDS                        | PLUMBING SUPPLIES, PLANTS, LUMBER, COMPRESSOR SUPPLIES, ELECTRICAL SUPPLIES | 569.05              |
| OMAHA COMPOUND CO              | TERMINATOR DISINFECTANT CLEANER   | 129.96              |
| OMAHA PUBLIC POWER DISTRICT    | 2022/04/08-05/10 MONTHLY SERVICE  | 994.70              |
| OVERHEAD DOOR COMPANY          | GARAGE DOOR REPAIR-FLEET  | 1,987.91            |
| RELIANCE INSURANCE             | LIFE INS-MAY 2022   | 81.80               |
| RELIANCE INSURANCE             | LTD INS-MAY 2022  | 92.79               |
| SIGNWORKS, INC                 | POLYCARBONATE PANEL FOR CITY SIGN   | 4,699.00            |
| THE HOME DEPOT PRO             | JANITORIAL SUPPLIES   | 892.35              |
| TK ELEVATOR CORPORATION        | ELEVATOR MAINTENANCE  | 480.05              |
| TREES SHRUBS AND MORE          | MULCH, PLANTS   | 358.31              |
| TRICO MECHANICAL SERVICES      | CUBER SERVICE-BALDWIN   | 377.39              |
| US BANK VOYAGER FLEET SYSTEMS  | FUEL FOR CITY VEHICLES-MAY 2022   | 815.93              |
| WESTLAKE ACE HARDWARE          | SPRAYERS, BUG KILLER  | 27.93               |
|                                |   | <b>\$ 15,240.69</b> |

### CEMETERY

|                               |                                  |                  |
|-------------------------------|----------------------------------|------------------|
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 4.17             |
| OMAHA PUBLIC POWER DISTRICT   | 2022/04/19-05/19 MONTHLY SERVICE | 517.91           |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 18.84            |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 23.26            |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 281.01           |
| WESTLAKE ACE HARDWARE         | BOLTS                            | 57.06            |
|                               |                                  | <b>\$ 902.25</b> |

### STREETS

|                              |   |           |
|------------------------------|---|-----------|
| ALFRED BENESCH & COMPANY     | BPW-220101 RESURFACING 2022/4/11-                 | 2,837.19  |
| CENTURY LINK                 | 2022/05/22-06/21 MONTHLY SERVICE                  | 37.50     |
| FELSBURG HOLT & ULLEVIG, INC | BPW-220210 BELLEVUE WEST HIGH SCHOOL              | 2,491.14  |
| FELSBURG HOLT & ULLEVIG, INC | BPW-220209 CORNHUSKER SIGNAL TIMING 2022/4/1-4/30 | 15,467.50 |
| HILTI, INC                   | CPS-CORDLESS HAMMER, BATTERY                      | 1,323.33  |
| JECE HP CONSTRUCTION         | MATERIAL FOR RETAINING WALL-RAMP 209 WESTRIDGE    | 4,650.00  |
| MARTIN ASPHALT               | BULK OIL FOR ASPHALT                              | 920.00    |
| MENARDS                      | TIE WIRE, LUMBER                                  | 23.97     |
| MICHAEL TODD & COMPANY       | STAINLESS STEEL BANDING                           | 309.00    |
| OMAHA PUBLIC POWER DISTRICT  | 2022/03/30-04/29 MONTHLY SERVICE                  | 12,792.44 |
| OMAHA PUBLIC POWER DISTRICT  | 2022/04/28-05/27 MONTHLY SERVICE                  | 70,470.16 |
| OMNI                         | ASPHALT   | 1,996.42  |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 5

### STREETS (cont'd)

|                               |                                  |                      |
|-------------------------------|----------------------------------|----------------------|
| READY MIXED CONCRETE COMPANY  | CONCRETE                         | 16,790.83            |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 281.97               |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 336.68               |
| TRISTAR RISK MANAGEMENT, INC  | WORK COMP FUNDING APRIL 2022     | 970.22               |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 6,691.69             |
| WESTLAKE ACE HARDWARE         | BATTERIES, SUPPLIES, LEADER HOSE | 65.15                |
| WILBUR ELLIS                  | WEED KILLER                      | 643.20               |
|                               |                                  | <b>\$ 139,098.39</b> |

### FLEET MAINTENANCE

|                                    |   |          |
|------------------------------------|---|----------|
| 911 CUSTOM, LLC                    | LIGHT BARS, TRAFFIC ADVISORS                                      | 2,572.00 |
| AA WHEEL & TRUCK SUPPLY, INC       | PARTS   | 112.72   |
| ALLIED OIL & SUPPLY COMPANY        | BULK OIL, GEAR OIL  | 3,035.41 |
| AMAZON.COM, LLC                    | CPS-SNAP RING PLIERS SET, PHONE CASE                              | 109.28   |
| AUTO VALUE PARTS - SOUTH OMAHA     | BLOWER MOTOR CONNECTOR, SPARK PLUGS                               | 143.59   |
| AUTOMOTIVE WAREHOUSE DIST, INC     | PARTS, WEATHERTECH, GREASE  | 890.32   |
| BAUER BUILT TIRE & SERVICE         | TIRES   | 324.60   |
| BAXTER CHRYSLER DODGE JEEP RAM     | RADIATOR HOSE, DRIVE SHAFT, INTAKE VALVES, CAMSHAFT GEAR          | 3,252.34 |
| BAXTER FORD                        | INSULATORS, SENDER, STEP ASSEMBLY, ACTUATOR, SWITCH, GASKETS      | 2,036.12 |
| BLAC-RAC MANUFACTURING, INC        | CPS-PARTS   | 305.00   |
| BOBCAT OF OMAHA                    | SWITCH, FILTERS   | 145.60   |
| CENTURY LINK                       | 2022/05/22-06/21 MONTHLY SERVICE                                  | 29.17    |
| CERTIFIED LABORATORIES             | PENETRATING OIL   | 201.45   |
| CLAYS PUMP & METER                 | CHECK LIFTS, LABOR  | 160.00   |
| CONNECTED AUTOMOTIVE SYSTEMS OF    | RENEW SUPPORT SUBSCRIPTION-YEARLY                                 | 8,260.00 |
| CUMMINS SALES AND SERVICE          | PLAIN HOSES   | 105.75   |
| DANKO EMERGENCY EQUIPMENT          | ADAPTER, GASKET   | 36.53    |
| DULTMEIER SALES LLC                | SWIVEL  | 94.25    |
| GALVIN GLASS                       | WINDSHIELD REPAIR   | 34.90    |
| HOSE & HANDLING, INC               | HOSE ASSEMBLY   | 104.78   |
| IDEAL PURE WATER COMPANY           | BOTTLED WATER   | 87.25    |
| INTERSTATE BATTERIES               | BATTERIES   | 577.48   |
| J & J SMALL ENGINE SERVICE         | SPEED FEED HEAD   | 139.96   |
| KRIHA FLUID POWER CO               | FITTINGS, TEES, COUPLERS, VALVE                                   | 203.38   |
| LAMPE'S CLEAN AIR SPECIALISTS      | DELIVERY CHARGE   | 7.00     |
| LAURSEN ASPHALT REPAIR EQUIPMENT   | PRIMARY CONTROLLER, PUMP  | 631.86   |
| LAWSON PRODUCTS, INC               | CERAMIC GRINDING DISC   | 149.40   |
| MACQUEEN EQUIPMENT, LLC            | INTAKE AIR FILTER, WORK DONE BY MACQUEEN ON ST252                 | 443.38   |
| MARK HYDRAULICS COMPANY            | REBUILD STEER CYLINDER  | 835.99   |
| MATHESON TRI-GAS INC               | WELDING SUPPLIES  | 58.21    |
| MENARDS                            | TAPE, LUMBER, ADAPTERS, SPRAY PAINT, BATTERIES, FLOOR MATS        | 284.02   |
| MENARDS - RALSTON                  | TAPE, CABLE   | 61.00    |
| MOORE INDUSTRIAL HARDWARE          | FLUSH LATCH BOLT  | 245.22   |
| NAPA AUTO PARTS                    | FILTERS, CIRCUIT BREAKERS, MANIFOLD GASKETS, GLOVES, TRAILER WIRE | 742.38   |
| NEBRASKA IOWA INDUSTRIAL FASTENERS | CONNECTORS, CLAMPS, DRILL BITS, TERMINALS                         | 462.92   |
| NORTHERN AUTO PARTS                | GASKETS, HEAD SET, TURBO TIMING                                   | 286.97   |
| NORTHERN TOOL & EQUIPMENT          | PARTS, AXLE PARTS   | 432.93   |
| OMAHA GLASS PRO LLC                | WINDOW TINTING-PO104  | 334.00   |
| OMAHA PUBLIC POWER DISTRICT        | 2022/04/21-05/23 MONTHLY SERVICE                                  | 1,012.51 |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 6

### FLEET MAINTENANCE (cont'd)

|                               |                                 |              |
|-------------------------------|---------------------------------|--------------|
| POWERPLAN                     | WINDOW, SEAL                    | 351.46       |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022               | 163.44       |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                | 202.18       |
| TURFWERKS                     | HYDRO OIL                       | 612.32       |
| TY'S OUTDOOR POWER & SERVICE  | RELAY CONNECTOR TERMINALS       | 8.50         |
| U PULL IT                     | CPS-STEERING WHEEL              | 22.90        |
| UPS STORE                     | FREIGHT TO SEND WRONG PARTS     | 11.97        |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022 | 1,027.18     |
| WALKERS UNIFORM RENTAL        | UNIFORM SERVICE, FENDER COVERS  | 259.48       |
| WESTLAKE ACE HARDWARE         | SUPPLIES                        | 4.60         |
|                               |                                 | <hr/>        |
|                               |                                 | \$ 31,613.70 |

### SOLID WASTE

|                      |                             |               |
|----------------------|-----------------------------|---------------|
| PAPILLION SANITATION | GLASS RECYCLING             | 184.01        |
| PAPILLION SANITATION | TRASH HAULING FEES-MAY 2022 | 326,498.45    |
|                      |                             | <hr/>         |
|                      |                             | \$ 326,682.46 |

### PLANNING

|                          |  |               |
|--------------------------|--|---------------|
| CENTURY LINK             | 2022/05/22-06/21 MONTHLY SERVICE           | 12.50         |
| GRETNA GUIDE & NEWS      | LEGAL ADS                                  | 24.40         |
| PAPIO MISSOURI RIVER NRD | PAPILLION CREEK WATERSHED PARTNERSHIP DUES | 36,400.00     |
| PAPIO MISSOURI RIVER NRD | SO SARPY WATERSHED FEES                    | 42,890.00     |
| PAPIO MISSOURI RIVER NRD | SO SARPY WATERSHED PARTNERSHIP DUES        | 26,000.00     |
| PAPIO MISSOURI RIVER NRD | PAPIO CREEK WATERSHED FEES                 | 267,987.00    |
| RELIANCE INSURANCE       | LIFE INS-MAY 2022                          | 35.64         |
| RELIANCE INSURANCE       | LTD INS-MAY 2022                           | 45.34         |
|                          |  | <hr/>         |
|                          |  | \$ 373,394.88 |

### PERMITS & INSPECTIONS

|                               |                                  |             |
|-------------------------------|----------------------------------|-------------|
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE | 20.84       |
| NCH SOFTWARE                  | CPS-SOFTWARE LICENSE             | 62.19       |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                | 88.55       |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                 | 112.08      |
| UDEMY, INC                    | CPS-TRAINING MANUAL              | 37.44       |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022  | 1,429.41    |
|                               |                                  | <hr/>       |
|                               |                                  | \$ 1,750.51 |

### POLICE

|                               |  |           |
|-------------------------------|--|-----------|
| ACTION SIGNS                  | REPLACE GRAPHICS ON DRIVER SIDE-UNIT 603 | 70.00     |
| ALL MAKES OFFICE EQUIPMENT CO | SILVER GROMMETS                          | 3.00      |
| AMAZON.COM, LLC               | CPS-PHONE CASES                          | 1,664.19  |
| ANDERSON FORD                 | 2022 FORD EXPLORER (2)                   | 55,490.00 |
| A-RELIEF SERVICES             | PORTABLE RESTROOMS-GUN RANGE             | 128.00    |
| AUTO BODY AUTHORITY           | TOW CHARGE-2018 FORD F150                | 80.00     |
| AVERY L LOSCHEN               | RENT FOR K9 BUILDING-JULY 2022           | 1,248.00  |
| AXON ENTERPRISE, INC          | TASERS, BATTERIES, CARTRIDGES, HOLSTERS  | 18,825.93 |
| CENTURY LINK                  | 2022/05/22-06/21 MONTHLY SERVICE         | 357.05    |
| CIOX - HEALTHPORT             | MEDICAL RECORDS                          | 40.00     |
| CITY OF OMAHA                 | OFF-SITE INCINERATION                    | 1,027.20  |
| COMPUTER CABLE CONNECTION     | LABOR SERVICES FOR ADD'L CABLES          | 1,714.29  |
| COURTYARD WINSTON-SALEM, NC   | CPS-LODGING-MILOS                        | 370.57    |
| CULLIGAN OF OMAHA             | BOTTLED WATER                            | 346.80    |

# MINUTE RECORD

CLAIMS FOR JUNE 21, 2022

PAGE 7

**POLICE (cont'd)**

|                                   |  |                      |
|-----------------------------------|--|----------------------|
| DAVIS & STANTON                   | UNIFORM POLICE BARS                        | 121.50               |
| DELL MARKETING L.P.               | MONITOR                                    | 236.79               |
| DELTA AIR LINES                   | CPS-TRAVEL-3 EMP                           | 1,540.58             |
| DYLAN CASS                        | REIMB FOR MOTORCYCLE PANTS                 | 189.98               |
| FEDERAL EXPRESS CORPORATION       | MAILING CHARGES                            | 43.29                |
| FIRST RESPONDERS FOUNDATION       | IN-HOUSE MENTAL HEALTH CLINICIAN-MAY 2022  | 1,250.00             |
| GALLO PROFESSIONAL POLYGRAPH      | POLYGRAPH SERVICE                          | 400.00               |
| GAYLORD ROCKIES RESORT-AURORA, CO | CPS-TRAINING-6 EMP                         | 2,553.64             |
| GRP & ASSOCIATES, IN              | MEDICAL WASTE BOXES                        | 52.00                |
| HARD ROCK CASINO                  | CPS-LODGING-5 3MP                          | 51.48                |
| HOLIDAY INN OF GRAND ISLAND       | CPS-LODGING-GREINER, PETTITT               | 431.24               |
| INFOSAFE SHREDDING                | DOCUMENT SHREDDING                         | 30.00                |
| JACKSON SERVICES, INC             | DOOR MAT SERVICE                           | 83.13                |
| JAMES D DILLON                    | CONCRETE PAD FOR NEW K9 HANDLER            | 1,600.00             |
| JOE MILOS                         | REIMB PER DIEM FOR TRAINING                | 850.50               |
| ROBERT MARKVE                     | REIMB TRAINING EXPENSES                    | 615.52               |
| LP POLICE                         | POLICE PLAN FEE-MAY 2022                   | 129.95               |
| MARCUS LARR                       | REIMB PER DIEM FOR TRAINING                | 127.50               |
| MATRIX BUSINESS SYSTEMS INC       | COPIER EXPENSE                             | 338.37               |
| MENARDS                           | CART, WASTEBASKET, SHELF, LUMBER           | 245.52               |
| MICROFILM IMAGING SYSTEMS         | ANNUAL SERVICE CONTRACT 2022/6/1-2023/5/31 | 480.00               |
| MIDLANDS PRINTING                 | BUSINESS CARDS                             | 233.00               |
| NE DIVISION OF THE IAI            | CPS-TRAINING FOR 7 EMP                     | 350.00               |
| NE DIVISION OF THE IAI            | CPS-TRAINING-STROEHER                      | 40.00                |
| NEBRASKA DEPARTMENT OF MOTOR      | UNDERCOVER PLATES                          | 13.20                |
| OMAHA PUBLIC POWER DISTRICT       | 2022/04/08-05/10 MONTHLY SERVICE           | 36.80                |
| PEN-LINK                          | CPS-TRAINING-HOLM                          | 599.00               |
| RADISSON-LENEXA, KS               | CPS-LODGING-SWANSON                        | 102.24               |
| RELIANCE INSURANCE                | LIFE INS-MAY 2022                          | 944.51               |
| RELIANCE INSURANCE                | LTD INS-MAY 2022                           | 1,984.85             |
| SECURITY EQUIPMENT                | CAMERA SYSTEM UPGRADE                      | 18,766.50            |
| STREET COP TRAINING               | CPS-CREDIT-TRAINING-JOHNSON                | (299.00)             |
| TRISTAR RISK MANAGEMENT, INC      | WORK COMP FUNDING APRIL 2022               | 11,703.15            |
| TYLER BROM                        | REIMB FOR MOTORCYCLE PANTS                 | 189.98               |
| U.S. CELLULAR                     | 2022/05/09-06/08 MONTHLY SERVICE           | 88.56                |
| ULINE                             | PROPERTY & EVIDENCE SUPPLIES               | 620.62               |
| US BANK VOYAGER FLEET SYSTEMS     | FUEL FOR CITY VEHICLES-MAY 2022            | 17,446.19            |
| V & V MANUFACTURING               | BADGE REPAIR                               | 64.95                |
| WESTLAKE ACE HARDWARE             | KEYS                                       | 2.99                 |
| WINGHAVEN GARDEN INN-ST LOUIS     | CPS-LODGING-BANKS                          | 835.95               |
|                                   |  | <b>\$ 146,459.51</b> |

**FIRE & RESCUE**

|                           |                                  |           |
|---------------------------|----------------------------------|-----------|
| AIRGAS USA, LLC           | MEDICAL SUPPLIES                 | 251.43    |
| AMAZON.COM, LLC           | CPS-SCANNER                      | 1,059.98  |
| AMAZON.COM, LLC           | CPS-PHONE CASES                  | 329.85    |
| BOUND TREE MEDICAL, LLC   | MEDICAL SUPPLIES                 | 6,019.02  |
| CENTURY LINK              | 2022/05/22-06/21 MONTHLY SERVICE | 106.21    |
| DANKO EMERGENCY EQUIPMENT | JAWS FOR ENG 15                  | 21,610.53 |
| EC DATA SYSTEMS, INC      | CPS-SHARE OF FAX SERVER          | 7.95      |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 8

### FIRE & RESCUE (cont'd)

|                               |  |                      |
|-------------------------------|--|----------------------|
| ED M FELD EQUIPMENT CO        | SCBA REPAIR, TESTING, THERMAL IMAGING CAMERA | 9,264.40             |
| INTERSTATE POWER SYSTEMS, INC | GENERATOR BILLING                            | 630.00               |
| JENNY MIZENER                 | REIMB FOR COFFEE SUPPLIES                    | 17.96                |
| KFT FIRE TRAINERS             | CONNECTORS REPLACEMENT                       | 616.00               |
| MARCO TECHNOLOGIES, LLC       | COPIER EXPENSE                               | 809.26               |
| MENARDS                       | SUPPLIES                                     | 92.64                |
| OMAHA PUBLIC POWER DISTRICT   | 2022/03/30-04/29 MONTHLY SERVICE             | 5,346.90             |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                            | 759.72               |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                             | 1,254.14             |
| SANDRY FIRE SUPPLY, LLC       | BUNKER GEAR                                  | 49,958.00            |
| SANDRY FIRE SUPPLY, LLC       | FIRE BOOTS - 19 EMP                          | 3,724.00             |
| STRYKER SALES CORPORATION     | MEDICAL SUPPLIES                             | 959.00               |
| TELEFLEX FUNDING, LLC         | MEDICAL SUPPLIES                             | 2,400.00             |
| TRISTAR RISK MANAGEMENT, INC  | WORK COMP FUNDING APRIL 2022                 | 224.90               |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022              | 12,255.34            |
| VERLO MATTRESS                | TWIN SLEEP MATTRESSES (24)                   | 10,896.00            |
| WALMART COMMUNITY             | CPS-REHAB SUPPLIES                           | 38.16                |
| ZOLL DATA SYSTEMS INC         | FRMS & RMS BILLING                           | 2,522.25             |
|                               |  | <u>\$ 131,153.64</u> |

### NON-DEPARTMENTAL/CONTRACTS

|                          |  |                      |
|--------------------------|--|----------------------|
| A-RELIEF SERVICES        | EXTRA SERVICE FOR BELLEVUE ROCKS       | 60.00                |
| CENTURY LINK             | 2022/04/04-05/03 MONTHLY SERVICE       | 703.55               |
| GOTOMEETING              | CPS-GO-TO MEETING CONFERENCE CALLS     | 154.08               |
| LOCKTON COMPANIES        | INSURANCE PREMIUMS                     | 105,979.00           |
| MENARDS                  | ELECTRICAL SUPPLIES-BELLEVUE ROCK      | 267.27               |
| NE-DEPARTMENT OF REVENUE | 2022/05 SALES TAX                      | 405.27               |
| SARPY COUNTY COURT HOUSE | ANIMAL CONTROL-JULY 2022               | 17,060.00            |
| SCOTT WELCH              | CPS-MONTHLY WEB MAINTENANCE            | 125.00               |
| WESTLAKE ACE HARDWARE    | SWITCH, CABLE CONNECTORS-BELLEVUE ROCK | 92.14                |
|                          |  | <u>\$ 124,846.31</u> |

### INFORMATION TECHNOLOGY

|                          |   |                     |
|--------------------------|---|---------------------|
| AMAZON WEB SERVICES, INC | WEB SERVICE                             | 422.67              |
| CORE TECHNOLOGIES, INC   | REMOTE SUPPORT                          | 1,428.00            |
| DELL MARKETING L.P.      | 15 COMPUTERS FOR COUNCIL, MONITORS      | 13,520.74           |
| FIRST WIRELESS, INC      | SUBCONTRACT LABOR                       | 638.20              |
| GO.DADDY                 | CPS-RENEW SUBSCRIPTION                  | 73.18               |
| HOSTGATOR.COM            | CPS-MONTHLY DOMAIN MAINTENANCE          | 69.95               |
| MENARDS                  | TAPE, CABLE                             | 14.42               |
| MOTOROLA SOLUTIONS, INC  | EARPIECES, BATTERIES, PROGRAMMING CABLE | 2,296.54            |
| ONE CALL CONCEPTS        | LOCATES FOR IT                          | 26.44               |
| TJ CABLE                 | LOCATES FOR IT                          | 600.00              |
| WESTLAKE ACE HARDWARE    | SUPPLIES                                | 56.35               |
|                          |   | <u>\$ 19,146.49</u> |

### WASTEWATER

|                      |                                  |            |
|----------------------|----------------------------------|------------|
| AMAZON.COM, LLC      | CPS-OFFICE SUPPLIES              | 310.71     |
| CENTURY LINK         | 2022/05/13-06/12 MONTHLY SERVICE | 383.23     |
| CITY OF OMAHA        | SEWER FEES-MARCH 2022            | 569,728.72 |
| ELLIOTT EQUIPMENT CO | SEWER JET PARTS                  | 3,053.60   |
| GRAINGER             | MARKING PAINT                    | 236.88     |

# MINUTE RECORD

## CLAIMS FOR JUNE 21, 2022

PAGE 9

### WASTEWATER (cont'd)

|                               |   |                      |
|-------------------------------|---|----------------------|
| HDR ENGINEERING, INC          | BPW-2021 WW AGENCY CONNECT 2022/4/24-5/21             | 3,073.75             |
| JUDDS BROS CONSTRUCTION CO    | BPW-201109 SO LIFT STATION TO 2022/5/31               | 113,315.75           |
| MENARDS                       | LUMBER, MEETING SUPPLIES, CLEANING SUPPLIES, CONCRETE | 287.40               |
| METRO LEASING                 | 8735-METRO LEASE-2022/05/25-JET TRUCK                 | 22,836.87            |
| NAPA AUTO PARTS               | BLUE DEF  | 129.90               |
| OMAHA PUBLIC POWER DISTRICT   | 2022/04/08-05/10 MONTHLY SERVICE                      | 3,489.18             |
| RELIANCE INSURANCE            | LIFE INS-MAY 2022                                     | 105.82               |
| RELIANCE INSURANCE            | LTD INS-MAY 2022                                      | 128.47               |
| RJN GROUP INC                 | BPW-210107 GIS GAP ANALYSIS THRU 2022/5/27            | 8,932.60             |
| US BANK VOYAGER FLEET SYSTEMS | FUEL FOR CITY VEHICLES-MAY 2022                       | 4,081.81             |
| WASTE CONNECTIONS OF NEBRASKA | SANITARY SOILED SOIL                                  | 1,031.73             |
| WESTLAKE ACE HARDWARE         | SUPPLIES  | 708.40               |
|                               |   | <u>\$ 731,834.82</u> |

### COMMUNITY BETTERMENT

|                             |                            |                  |
|-----------------------------|----------------------------|------------------|
| OMAHA PUBLIC POWER DISTRICT | 2022/05/25 MONTHLY SERVICE | 100.16           |
|                             |                            | <u>\$ 100.16</u> |

### FEDERAL FORFEITURES

|                           |                                  |                    |
|---------------------------|----------------------------------|--------------------|
| DANKO EMERGENCY EQUIPMENT | HURST BLACK STRONGARM KIT        | 6,143.56           |
| VERIZON WIRELESS          | 2022/04/22-05/21 MONTHLY SERVICE | 446.07             |
|                           |                                  | <u>\$ 6,589.63</u> |

### G.O. BONDS

|                             |   |                  |
|-----------------------------|---|------------------|
| UMB BANK - TRUST OPERATIONS | UMB INV# 918710 - FEES 2021/6/01-2022/05/31 | 140.00           |
|                             |   | <u>\$ 140.00</u> |

### BELLEVUE MUNICIPAL BUILDING-CONV CTR

|                       |  |                      |
|-----------------------|--|----------------------|
| COURTYARD BY MARRIOTT | REFRESH BEARDMORE CONVENTION CENTER PER CONTRACT | 600,000.00           |
|                       |  | <u>\$ 600,000.00</u> |

**TOTAL CLAIMS FOR JUNE 21, 2022** \$ 2,815,573.12

**TOTAL PAYROLL FOR JUNE 10, 2022** \$ 1,426,678.83

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
6/21/2022

|   |  |   |  |   |  |
|---|--|---|--|---|--|
| COUNCIL MEETING DATE: 05/17/2022        |  | SUBMITTED BY: Tammi Palm                      |  | Planning Manager                              |  |
| AGENDA ITEM:                            |  | CONSENT AGENDA <input type="checkbox"/>       |  | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> |  | ORDINANCE <input checked="" type="checkbox"/> |  | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     |  | CURRENT BUSINESS <input type="checkbox"/>     |  | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Request to rezone Lots 1 through 9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of single family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. Applicant: Hawkins & Strom Holdings, LLC. General Location; Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court.

SYNOPSIS/BACKGROUND:

Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request to rezone and preliminary plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233 and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for single family residential development. The RS-120-PS zoning, a more dense zoning, was approved under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. The intent of the RE district is to permit low density residential uses on larger lots. Each lot meets the minimum requirements for the RE zoning district. This property is the site of the former Fontenelle Hills Golf Course, which has been closed for several years.

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:

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

ATTACHMENTS:

|   |                         |                                |
|---|-------------------------|--------------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report         | 3. Rezoning Ordinance No. 4099 |
| 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:

*Amy Mathes*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Hawkins & Strom Holdings, LLC

CASE #'s: Z-2203-06, S-2203-11

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single-Family Residential – 12,000 Square Foot Zone – Planned Subdivision) to RE (Residential Estates), for the purpose of single- family residential development; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

On April 28, 2022, the City of Bellevue Planning Commission voted four yes, one no, two absent and two abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as a lack of perceived negative impact upon the surrounding area. Approval contingent upon satisfaction of the technical deficiencies prior to moving forward.

### VOTE:

| Yes: | Four:     | No: | One:   | Abstain: | Two:   | Absent: | Two:    |
|------|-----------|-----|--------|----------|--------|---------|---------|
|      | Hankins   |     | Perrin |          | Casey  |         | Aerni   |
|      | Ritz      |     |        |          | Ackley |         | Compton |
|      | Cutsforth |     |        |          |        |         |         |
|      | Jacobson  |     |        |          |        |         |         |

Planning Commission Hearing (s) was held on: April 28, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2203-06  
S-2203-11

**FOR HEARING OF:**  
**REPORT #1:** April 28, 2022  
**REPORT #2:** June 7, 2022

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Hawkins & Strom Holdings, LLC  
414 Greenbriar Court  
Bellevue, NE 68005

#### **B. PROPERTY OWNERS:**

Hawkins & Strom Holdings, LLC  
Jim and Mary Hawkins  
414 Greenbriar Court  
Bellevue, NE 68005

Belle Vue Acres LLC  
Mary Ellen Huck  
405 Ridgewood Drive  
Bellevue, NE 68005

Fontenelle Hills Golf Club  
Jeff Renner  
1021 Galvin Road South  
Bellevue, NE 68005

#### **C. GENERAL LOCATION:**

Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court

**D. LEGAL DESCRIPTION:**

Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane.

**E. REQUESTED ACTIONS:**

1. Request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE.
2. Preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

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

RS-120-PS, Vacant (former golf course)

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone and preliminary plat to facilitate low density single family residential development.

**H. SIZE OF SITE:**

The site is approximately 28.4 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation. The property was previously used as a golf course.

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

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

**C. REVELANT CASE HISTORY:**

On April 28, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle,

and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of low density single family residential development ; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates.

**D. APPLICABLE REGULATIONS:**

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as low density residential and recreational (based on the former golf course).

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off Greenbriar Court, Martin Drive, and Ridgewood Drive for proposed Lots 1 through 5. Lots 6 through 9 will be served by Dagmar Court, a private street.

**D. UTILITIES:**

All utilities are available or will be constructed to serve this development. Epiphany Ramos, Wastewater Superintendent, has confirmed there is sanitary sewer capacity to serve these additional single family homes.

**E. ANALYSIS:**

1. Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request for rezoning and preliminary plat of Lots 1 through 9, Fontenelle Hills Estates, from RS-120-PS to RE, for the purpose of single family residential development.

The intent of the RE district is to permit low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Each lot meets the minimum requirements of the RE zoning district.

2. The property is currently zoned RS-120-PS under a 1967 zoning variance/site plan approval for the Fontenelle Hills subdivision. These lots were originally slated for recreational use as a golf course. The property is under private ownership and the golf course has closed in recent years. The property is presently vacant, and maintenance has been the responsibility of the private ownerships (Hawkins & Strom Holdings, LLC, Belle Vue Acres LLC, and Fontenelle Hills Golf Club).

3. Lots 1 through 5 would be served by private driveways off Greenbriar Court, Martin Drive, or Ridgewood Drive. Lots 6 through 9 would be serviced by Dagmar Court, a private street off Martin Drive. Maintenance for this private street would be the responsibility of the developers.

4. Hill-Farrell has provided proposed building envelopes and building footprints for proposed Lots 6 through 9 at staff's request, which are attached for review.

5. This application was sent out to the following departments/individuals for review: Public Works (to include the Street Superintendent and Parks Superintendent), Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County 911/GIS had a comment regarding the private street name. This comment has been satisfied by the applicants' surveyor.

Public Works Engineer Matt Knight had technical comments regarding the preliminary plat and proposed street profile for Dagmar Court. As of the date of this report, the applicants' surveyor and engineer have satisfied these comments. Based on the submitted Dagmar Court street profile, it will require a waiver of Section 6-4, Street Design Standards, Subdivision Regulations. Public Works is not opposed to the granting of this waiver. This waiver request will have to be approved by City Council prior to the construction of this proposed private street.

Public Works also added a general comment stating "Given the topography of the area proposed for Lots 6 through 9, along with easements and setbacks, finding adequate building sites would appear to be challenging. Upon initial review, Hill-Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

No other comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan shows this area as low density residential and recreational. With the closure of the previous golf course, staff believes the proposed RE zoning and acreage lots conform with the city's overall plan for the area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward to the City Council.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL contingent upon satisfaction of the technical deficiencies prior to moving forward.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Jim Hawkins received March 31, 2022
4. Preliminary plat received April 26, 2022
5. Lots 6 through 9 proposed building envelopes received April 21, 2022
6. Memo from Wastewater Superintendent Epiphany Ramos
7. Letter from John and Barbara Hampton received April 25, 2022
8. Letter from Robert C Buschkemper received April 25, 2022
9. Letter from Betsy Buschkemper dated received 27, 2022
10. Letter from Stephen D. Graf Lt. Col. USAF (Ret) received April 27, 2022
11. Letter from Hannah Novotne received April 28, 2022
12. Letter from Irvin & Betty Holmes received April 28, 2022
13. Letter from Bruce Stohlman received April 28, 2022
14. Letter from Giovanna Zermeno and Luis Carranza received April 28, 2022
15. Letter from Michele Bang received April 28, 2022
16. Letter from Alex M. Ingraldi received April 28, 2022
17. Letter from Maya Valenti (Hannah Novotne) received April 28, 2022
18. Letter from Michael Ingraldi received April 28, 2022
19. Letter from Edward E. Louis, Jr., DVM, PhD received April 28, 2022

20. Letter from Anthony J. Yonkers received April 28, 2022
21. Letter from Gerardo Campbell received April 28, 2022

**VII. COPIES OF REPORT TO:**

1. Hawkins & Strom Holdings LLC
2. Belle Vue Acres LLC
3. Fontenelle Hills Golf Club
4. Hill-Farrell Associates, Inc.
5. Public Upon Request

---

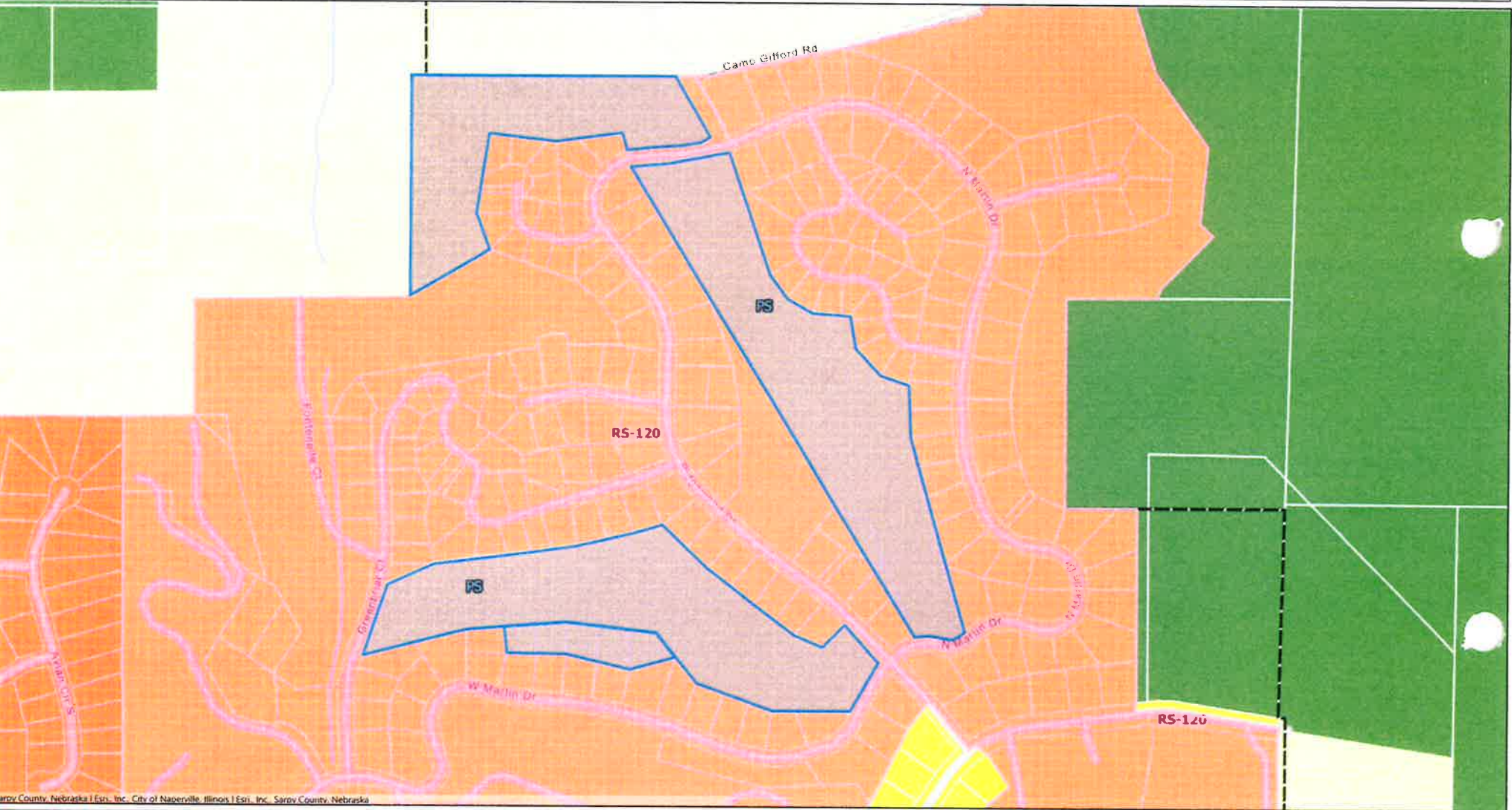
Assistant Planning Manager

---

Planning Manager

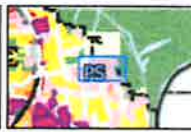
---

Date of Report



Map Scale 1: 4514

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



© 2011 City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

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

**Hawkins & Strom Holdings, LLC**

414 Greenbriar Ct.  
Bellevue, NE 68005

City of Bellevue, Planning Department  
c/o Angela Curry  
1510 Wall Street  
Bellevue, NE 68005

March 31, 2022

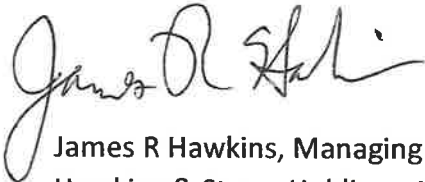
Ms. Curry –

Hawkins & Strom Holdings LLC, Belle View Acres LLC, and Fontenelle Hills Golf Course GP recently submitted rezoning and preliminary plat applications to you for consideration. The three application packages were submitted to support potential changes to the various land plats associated with the now dormant Fontenelle Hills Golf Course properties. This letter outlines a justification for those requests.

The properties in question are all currently zoned RS-120 PS and we are requesting a change to plat the properties as single family estate acreages, or RE. The current RS-120 zoning presents the opportunity for building many residences on the 28 acres described in the applications. However, the various applicants, all residents of Fontenelle Hills, recognize and appreciate that large estate residential acreages pose a much smaller impact on the unique nature of the Fontenelle Hills neighborhood, and in fact, can actually represent an improvement on the now dormant golf course acreage. The requested plats all exceed one acre in size, with many as large as four to five acres in size which would maintain significant open space in the subdivision.

We respectfully request your positive consideration for our various requests.

Sincerely,



James R Hawkins, Managing Partner  
Hawkins & Strom Holdings, LLC

RECEIVED  
MAR 31 2022  
PLANNING DEPT.

# FONTENELLE HILLS ESTATES

PRELIMINARY PLAT  
BEING A REPLAT OF LOT 1,  
FONTENELLE REPLAT 8,  
LOT 12, 13, 16, 17, 19, 55A, 233 AND 234  
AND 1/2 OF VACATED LAUREL LANE,  
FONTENELLE, SW 1/4 SEC. 24-14-13,  
SARPY COUNTY, NEBRASKA

### NOTES

PROPERTY OWNERS:  
HAWKINS AND STROM HOLDINGS LLC  
414 GREENBRIAR COURT  
BELLEVUE, NE 68005

BELLE VUE ACRES LLC  
405 RIDGEWOOD DRIVE  
BELLEVUE, NE 68005

FONTENELLE HILLS GOLF CLUB  
1021 GALVIN ROAD SOUTH  
BELLEVUE, NE 68005

EXISTING ZONING RS-120

PROPOSED ZONING RE RESIDENTIAL ESTATES

SUBDIVISION AREA 28.4 ACRES.

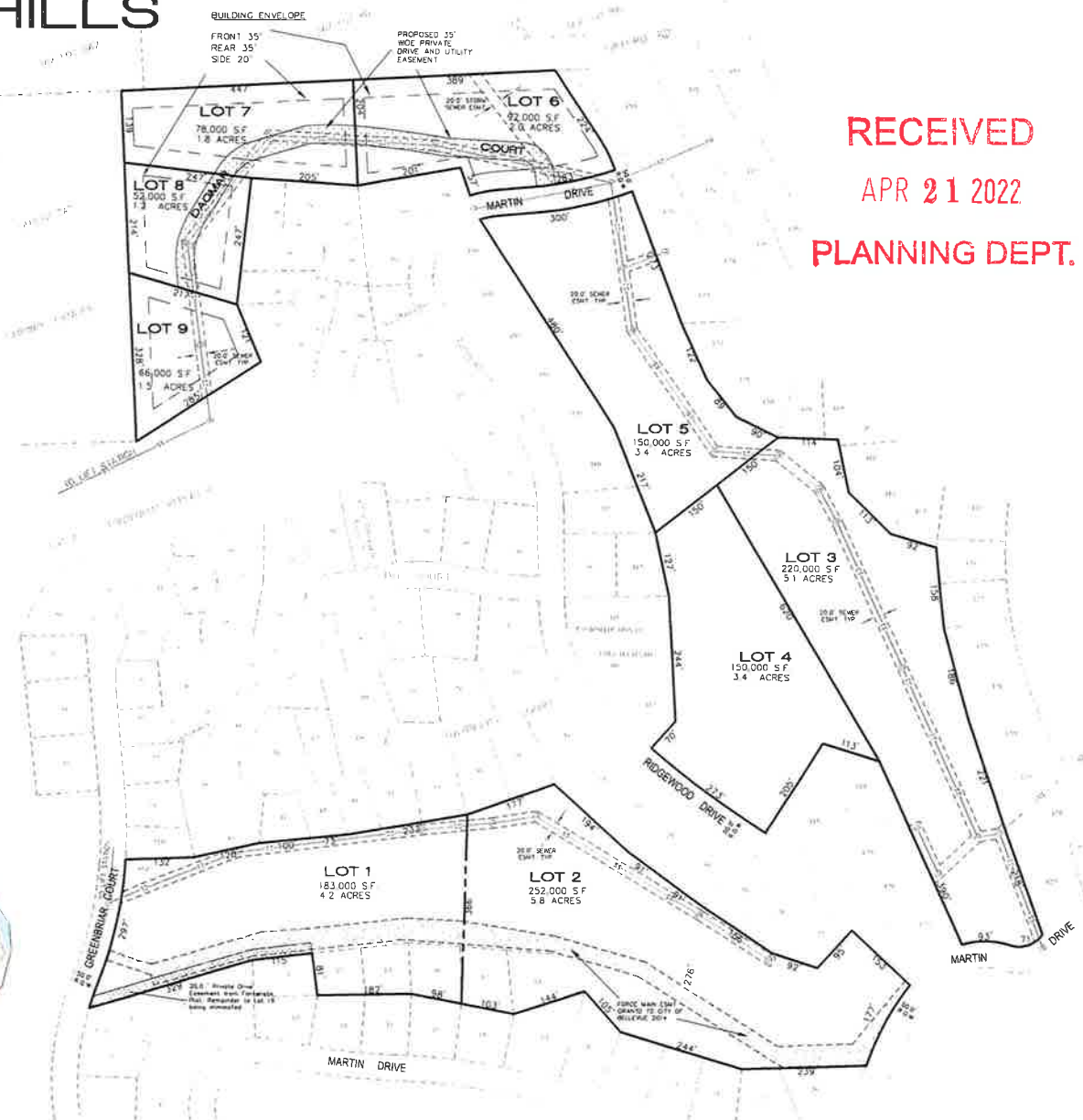
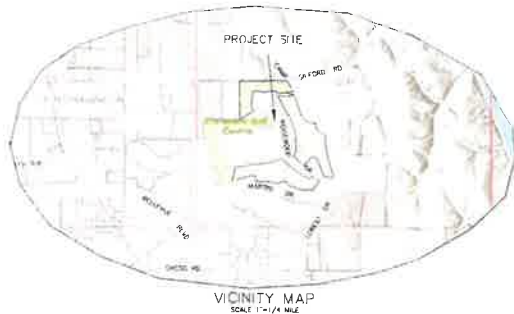
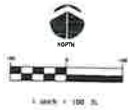
PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE  
LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES ±

ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.U.D. WATER AND GAS,  
O.P.P.D. POWER AND CABLE TV AND TELEPHONE.

LOTS 1 THROUGH 5 HAVE DIRECT ACCESS TO PUBLIC STREET LOTS 6 THROUGH  
9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET.

EXISTING SEWER LINES TRAVERSING PROPOSED LOTS WILL BE PLATTED WITH A  
MINIMUM 20.0 SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE.

NO GRADING IS PROPOSED OTHER THEN THAT REQUIRED FOR HOME  
CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET.



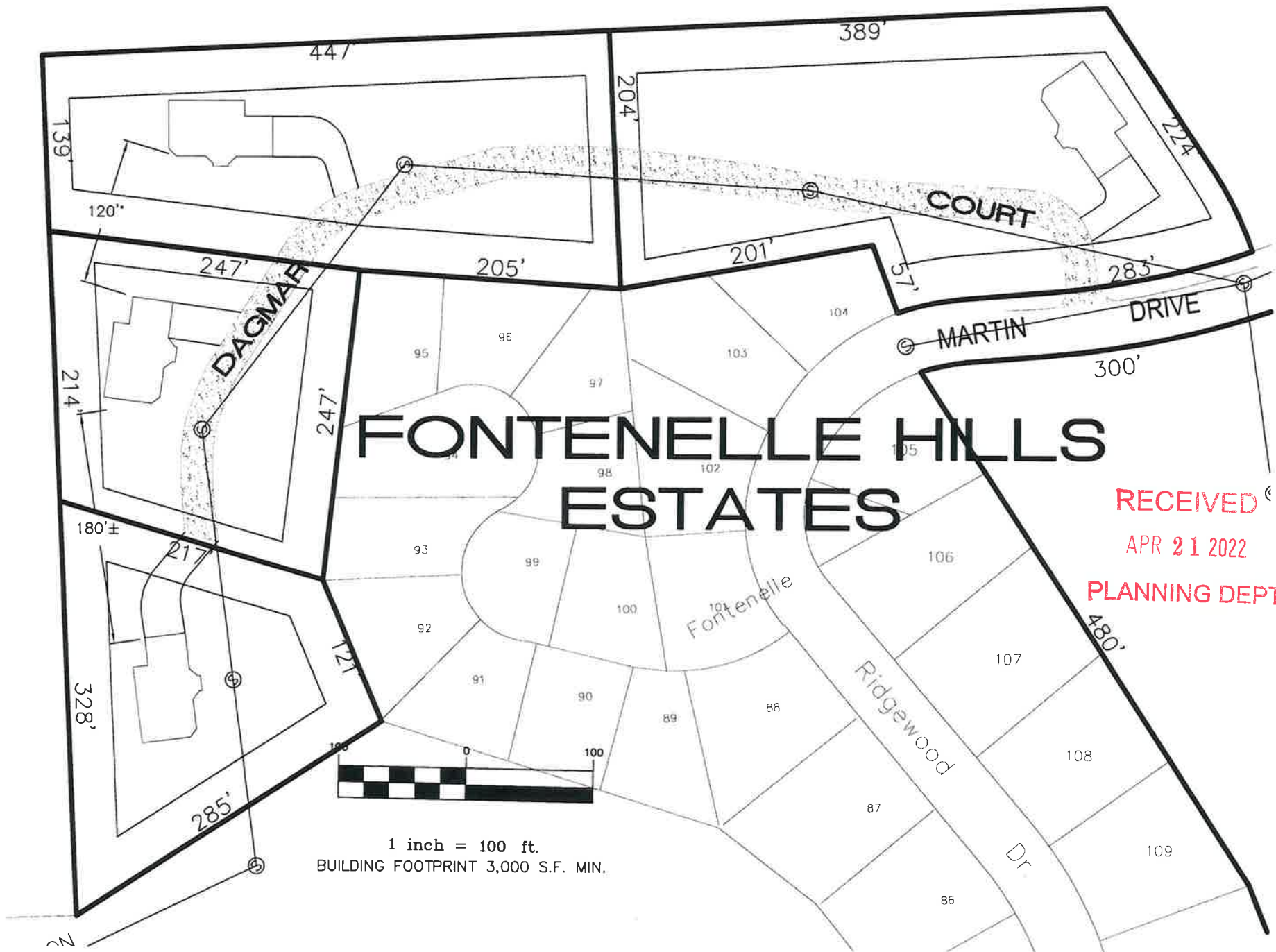
RECEIVED  
APR 21 2022  
PLANNING DEPT.

DESIGNED RCH  
DRAWN RCH  
DATE: 09/12/2022  
04/18/2022  
04/21/2022

FONTENELLE HILLS ESTATES  
BELLEVUE, NEBRASKA  
PRELIMINARY PLAT

HILL-FARRELL ASSOCIATES, INC.  
Land Surveyors • Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

PROJECT NO



# FONTENELLE HILLS ESTATES

RECEIVED  
APR 21 2022  
PLANNING DEPT.

1 inch = 100 ft.  
BUILDING FOOTPRINT 3,000 S.F. MIN.



City of Bellevue  
Wastewater Department

8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Tammi Palm

Cc: Doug Clark; Dean Dunn

Re: Fontenelle Hills Estates

I have reviewed the request to rezone Lots 1 through 9, Fontenelle Hills Estates, with special interest in the capacity of the servicing sanitary sewer network. The Fontenelle Hills lift station will be a required impact point on the sewer network of the proposed lots to be rezoned. The lift station capacity has been evaluated and calculations have been prepared by Olsson on 08/02/2021, which determine an estimated 61.4 gpm remaining capacity. These calculations were prepared based on design parameters of the station and do not take into account actual flow metering data influenced by pump performance, inflow and infiltration on the contributing sewer shed, and the occupancy of the current buildout.

The Wastewater Department then conservatively applies a factoring of 15% capacity loss on this estimate, or 75,153 gpd, as the remaining estimated capacity of the Fontenelle lift station. A single family dwelling unit will have an estimated daily usage between 150 gpd – 300 gpd, or between approximately 6-9 CCF monthly.

Respectfully,

Epiphany Ramos  
Wastewater and Solid Waste Superintendent  
City of Bellevue

RECEIVED

APR 28 2022

PLANNING DEPT.



---

**Lift Station Calculations**  
**Evaluation of Fontenelle Lift Station**

**Olsson Project No. 021-05439**

**Date: August 2, 2021**

**Prepared by: Anita Anthony, PE**

---



## Lift Station Calculations

Evaluation of Fontenelle Lift Station  
 Force Main Sizing  
 Olsson Project No. 021-05439  
 Date: August 2, 2021

Design Flow Rate (Q) 472.64 gpm 1.0531 cfs

### Friction Losses

| Parameter                    | Unit            | Value  |
|------------------------------|-----------------|--------|
| Inside Diameter              | ft              | 0.667  |
| Area                         | ft <sup>2</sup> | 0.349  |
| Hydraulic Radius             | ft              | 0.167  |
| Velocity                     | ft/s            | 3.02   |
| <b>FM Parameters</b>         |                 |        |
| Length                       | ft              | 3001   |
| Hazen Williams Coeff.        | -               | 120    |
| Adjusted C                   | -               | 120    |
| 1.318*C*R <sup>1.49</sup>    | -               | 51.14  |
| <b>Friction Loss (hf)</b>    |                 |        |
| Friction Loss                | ft              | 15.97  |
| <b>Minor Loss</b>            |                 |        |
| Velocity Head                | ft              | 0.14   |
| Minor Losses in Fittings     | ft              | 17.52  |
| <b>Total Loss</b>            | ft              | 33.49  |
| <b>Static Head</b>           | ft              | 165.50 |
| <b>Total Pumping Head</b>    | ft              | 198.99 |
| <b>Pressure in Forcemain</b> | psi             | 86     |

Friction Losses Calculated with Hazen-Williams  
 Required Scour Velocity of 2 ft/s

$$hf = ((V/1.318 * C * R^{1.49}) * L)$$

### Pump Parameters

|                   | %  | 75%   | 80%   | 85%   | 90%   |
|-------------------|----|-------|-------|-------|-------|
| Pump Efficiency   | %  | 75%   | 80%   | 85%   | 90%   |
| Motor Efficiency  | %  | 95%   | 95%   | 95%   | 95%   |
| Total Efficiency  | %  | 71.3% | 76.0% | 80.8% | 85.5% |
| Motor HP Required | HP | 33.40 | 31.31 | 29.47 | 27.83 |

### Selected Option

| Force Main Size  | ft    | inch            | Length                    | 3001   | ft |
|------------------|-------|-----------------|---------------------------|--------|----|
| Inside Diameter  | 0.667 | ft              | Hazen Williams C          | 120    |    |
| Area             | 0.349 | ft <sup>2</sup> | 1.318*C*R <sup>1.49</sup> | 51.14  |    |
| Hydraulic Radius | 0.167 | ft              | Static Head               | 165.50 | ft |



## Lift Station Calculations

Evaluation of Fontenelle Lift Station  
 Wet Well Sizing  
 Olsson Project No. 021-05439  
 Date: August 2, 2021

| Check Cycle Time and Capacity       |  |                     |                       |
|-------------------------------------|--|---------------------|-----------------------|
| Wet Well Diameter (Ft)              | Area (sqft)  | Wet Well Cycle (ft) | Wet Well Volume (gal) |
| 6.0                                 | 376.0  | 5.25                | 1973.87               |
| Fill =                              | $\frac{WW \text{ Volume}}{ADF}$                    | =                   | 15.30 Minutes         |
| Run =                               | $\frac{WW \text{ Volume}}{\text{Pump Rate} - ADF}$ | =                   | 4.87 Minutes          |
| Total =                             |  | <u>20.18</u>        | Minutes               |
| Cycle Time =                        |  | 3.0                 | Cycles/Hour           |
| Meets Minimum Cycle Time? <b>OK</b> |  |                     |                       |
| Meets Maximum Cycle Time? <b>OK</b> |  |                     |                       |

Verify Remaining Capacity Using the smallest value of the two methods :

1. Cycle Time - The pump should not need more than 6 starts per hour

2. Pump Capacity - Ten States Standards dictate that pump units shall have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow.

Remaining Capacity:

| Cycle Time   |                      |   |
|--|----------------------|---|
| ADF = PR/(WWVt)                                    |                      |   |
| Max ADF =  | 336.6 gpm            | (no more than 6 Cycles Per Hour or 10 min)  |
| Future ADF =                                       | 207.6 gpm            |   |
| Conversion   | 298963.1 gpd         |   |
| Capita per Dwelling Loading per Capita             | 2.6<br>100.0 gpcpd   | Using the Census Bureau of 2.61 People Per Dwelling (2019)<br>100 gpcpd per 10 states Standards |
| Additional Dwelling For Cycle Time                 | 1148.9 dwellings     |   |
| Pump Capacity                                      |                      |   |
| Peak ADF   | 534.0 gpm            | Pump Capacity   |
| Remaining Capacity = Peak Flow - Current Peak Flow |                      |   |
| Remaining Pump Capacity                            | 61.4 gpm             | Peak Flow   |
| ADF = ADF/RF                                       | 16.7 gpm             | Using a PF previously calculated (3.7)  |
| Remaining ADF Capacity                             | 24117.9 gpd          |   |
| Capita Per Dwelling Loading Per Capita             | 2.6 c<br>100.0 gpcpd | Using the Census Bureau of 2.61 People Per Dwelling<br>100 gpcpd per 10 states Standards        |
| Additional Dwelling Pump Capacity                  | 32.4 Limiting Factor |   |



# FONTENELLE HILLS ESTATES

Camp Gifford

Fontenelle Golf Course

Fontenelle Ct

Greenbriar Ct

Ridgwood Dr

W Martin Dr

W Martin Dr

W Martin Dr

DESIGNED BY  
DRAWN BY  
DATE 04/14/2022

## FONTENELLE HILLS ESTATES

HILL-FARRELL ASSOCIATES, INC.  
Land Surveyors - Land Surveyors  
Bellevue, NE 68005 (402) 291-6100



PROJECT NO

SHEET NO

11/14/2022 10:58:11 AM 11/14/2022

## Tammi Palm

---

**From:** John Hampton <jbhampton@aol.com>  
**Sent:** Monday, April 25, 2022 1:21 PM  
**To:** Susan Kluthe  
**Cc:** Tammi Palm  
**Subject:** FOR THE CITY COUNCIL

As residents of Fontenelle Hills for the past 40 plus years, it is heart breaking to see what is being planned in developing the golf course lots. We hope the City Council considers what is one of Bellevue's most desirable neighborhoods when making their decision. It will have a tremendous impact on the value of the existing homes, as well as traffic issues, water run off, density etc.. If development is approved, lot size and minimum square footage of the homes should be equal to the existing homes.

There is a lack of "Green Space" in our development. There are no public walking paths. No picnic areas, or bike paths. No place for children to gather to play games. This is an opportunity for the City to acquire land for the common good of the public either through donation, purchase or a combination of the two.

John and Barbara Hampton

RECEIVED  
APR 25 2022  
PLANNING DEPT.

## Tammi Palm

---

**From:** Robert Buschkemper <rbuschkemper@gmail.com>  
**Sent:** Monday, April 25, 2022 2:38 PM  
**To:** Tammi Palm  
**Subject:** Planning Department case #s Z-2203-06, S-2203-11

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

Dear Ms. Palm,

I write in response to your April 15, 2022 written announcement regarding the possible rezoning of Lots 1-9, Fontenelle Hills Estates, et al, to allow a planned subdivision zoned RE (Residential Estates).

As residents and homeowners in the area effected by this proposed change, my spouse, Elizabeth Buschkemper and I, Robert Buschkemper, stand opposed to the rezoning action for the following reasons:

- We have concerns regarding the effectiveness of adding more volume to the storm and sanitary sewer systems. It is our understanding expansion into the effected areas has previously been addressed and rejected based on the apparent limited capacity of the existing sewer systems.
- We question the ingress and egress capacity of the proposed roads to provide an unrestricted ability for fire, ambulance and other public safety vehicles to approach the proposed newly built homes.
- We question the effects of the displacement of wildlife that frequent our neighborhood as we have daily viewings of deer, turkey, raccoons, opossum and other animals and birds who presently make there homes in and around our neighborhood.
- We appreciate the value of the present open ground to be used as a recreational area for families and individuals who walk on the paths, play in the common and open areas and use the natural slopes in the winter for sledding and cross country skiing.
- Finally we value highly the view and vista we appreciate from our backyard and deck, a primary reason we purchased our property 20+ years ago.

Thank you for reading and hopefully seriously considering our concerns and viewpoint. We plan to be, if at all possible, in attendance at the Planning Department meeting this Thursday, April 28, 2022 beginning at 6:00 pm in the City Council Chambers.

Respectfully,

Robert C Buschkemper  
Resident and homeowner  
514 Laurel Drive, Bellevue, NE 68005

RECEIVED  
APR 25 2022  
PLANNING DEPT.

City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 6805

Bellevue Planning Commissioners,

I am writing as a homeowner with concern about the proposed rezoning of what used to be the Fontenelle Hills Golf course to Residential Estate lots. I believe this plan would not in the best interests of the community and that better alternatives may exist. The majority of current residents I have spoken with also oppose turning the current green space into additional homes, even if on large estate lots, for the following reasons:

- Most bought their homes specifically for the location and view, with the assumption, implied promise, or assurance that the green space and recreation area (even if not the pre-existing golf course), would be preserved, and NOT turned into another housing development. Many backyards were platted with only minimal setbacks of 30 some feet based on the presumption that the property beyond would always continue to be an expansive open green space, golf course, or common grounds area. There was never any expectation the land could someday be allowed to turn into someone else private property with the right to build fences, houses etc. less than 10 to 20 yards from their own back steps.
- This would be highly detrimental to the spirit, value and beauty of the Fontenelle Hills neighborhood. The current green space corridors have long been the habitat for a magnificent multitude of wildlife including deer, turkeys, raccoons, opossums, fox, birds and more that would be severely disrupted by new homes and fencing blocking their natural passageways.  
*Has any consideration or study been given to the impact on wildlife? What, and where is it available?*
- Water run-off, sewage management etc. remain a major concern. Past requests for additional housing have been declined on the basis that current waste-water capacity had already been reached. During periods of heavy rainfall one can see virtual rivers of water coursing through the valley of what once was the golf course.  
*What changes have been made that the Wastewater Superintendent can now confirm that "there is sanitary sewer capacity to serve these single family homes", when the contrary was previously held to be true?*  
*What studies have been done to determine the capacity for further development and maximum number of potential future homes? Where and how can this information be accessed?*
- Given the natural drainage runways on low lying land in the 'valley' of the old golf course between the homes on either side, any new homes would likely need to be located on steep slopes or close to pre-existing homes. This, plus the excavation and earth moving necessary for new roadways and access would severely disrupt the current landscape, appearance, surrounding trees and general ambience of what has given the Fontenelle Hills neighborhood its value and special identity since its inception over 50 years ago.
- Hollow assurances have been given to current residents that allowing these 9 large 'estate lots' is the 'best of potential bad alternatives', and should be accepted as such to prevent even more and smaller lots. However many disagree.  
*What promises or protections can be given to current residents that the proposed large lots won't be further subdivided and rezoned into yet more lots in the future?*  
*Or that the accompanying new roads, drainage problems, loss of trees, views, and wildlife will not severely diminish the value and enjoyment of their property?*  
*What rights do the existing homeowners have regarding all of this??*

RECEIVED  
APR 27 2022  
PLANNING DEPT.

- Given that the proposed new lots were originally slated for recreational use, and per recent Planning Commission report...“the Future Land Use Map of the Comprehensive Plan show this area as low density residential **and recreational**” (emphasis added). Rights of the new owners to fence off their 1 to 5+ acre properties to prevent use by others for current recreational activities like hiking, sledding, cross country skiing, play areas, nature walks, etc. would essentially prevent the implied recreational use that has been fundamental to the nature of the community for decades. An important question stands out...

*How can public 'Recreational Land' be preserved in someone else's new private property??*

- Removal of nearby trees, new high fences, or prevention of access to the current green space recreational areas by the new owners could severely diminish the existing owners property values.

*What provisions can or will be made to protect and preserve the trees, view and green buffer space immediately behind the 10 yards or less of 'backyard space' currently owned by many residents?*

- I understand that the current owners have legal rights regarding their property, as well as a natural desire to sell and profit from it rather than continue paying taxes on what has for them become unproductive land. I also understand that the proposed zoning change to 9 large estate lots is a better alternative to the threatened higher density small lots or apartment buildings. However, an important underlying question that I have not yet seen addressed is:

What other alternatives or options have been explored? For example:

- *Annexation or designation by the city as a park, recreation, or green space area preservation?*
- *Partnership with the adjoining Fontenelle Forest or other organization as some sort of wildlife preserve?*
- *A collective way for affected aggrieved current residents to pay the taxes, maintenance costs, etc. so this wouldn't be a financial drain of the official owners?*
- *Possible purchase by current owners either as a group or individually to extend their own lots into one or more of the new proposed estate lots to preserve a green space buffer zone behind their homes?*
- *Other ways to compensate the buyers of this old golf course land for their investment?*

Given that the notice of the proposed rezoning was sent out little over a week ago on April 15, with minimal background information along with maps that were too faint and blurry to discern property or road details, there has not been sufficient time for affected residents to meet, discuss, seek answers, circulate petitions, or look for what could be better alternatives to the current rezoning proposal before the April 28 public hearing.

Therefore for the greater good of the community and its future, I oppose the rezoning request for Residential Estate Lots, and suggest instead leaving this beautiful property as protected greenspace or to zone as Recreational Use only for the enjoyment of all

Or at the very least, strongly urge the Planning Commission to defer their decision and recommendation to the City Council until the many questions, concerns, and potential better alternatives can be adequately addressed with the affected residents.

Thank you for your consideration.

Sincerely,

Betsy Buschkemper  
514 Laurel Drive, Bellevue NE 68005

26 April 2022

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue, Nebraska 68005

RECEIVED  
APR 27 2022  
PLANNING DEPT.

Bellevue Planning Commissioners,

I am a current homeowner in Fontenelle Hills and have resided here for the past 15 years. I am strongly opposed to the proposed action to rezone Lots 1-9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS (Single Family Residential – 12,000 Square foot zone – Planned Subdivision) to RE (Residential Estates) and preliminary plat Lots 1-9, Fontenelle Hills Estates.

There are numerous reasons for my objection to this rezoning action which are listed below:

1. **Home Value Loss.** The loss of our golf course and green space will undoubtedly cause a loss of home value for all homes in Fontenelle Hills. Homes built adjoining the golf course and green space will inevitably see the greatest loss in home value. Current residents were drawn to live here because of the green of the forest and the beautiful golf course.
2. **Increased residential density:** Adding more homes to the existing Fontenelle Hills neighborhood will result in more noise along the fairways, especially from additional cars, people, dogs, and lawn mowers. Current residents enjoy the quiet sanctuary in their backyards that the current golf course/green space provides. Additional car traffic will be on our roads from more residents, visitors, contractors, and home repairmen.
3. **Wildlife Impact:** Fontenelle Hills has wildlife transiting the neighborhood from the nearby woods. Deer, turkey, squirrels, racoons, groundhogs, skunks, and foxes, as well as numerous species of birds and bats, are regularly seen near our houses and grazing on the grass and bushes on the golf course/green space. Construction of houses on the golf course/green space will have a deleterious and negative impact on the wildlife in our neighborhood. This impact should be carefully studied before more houses are permitted.
4. **Terrain issues:** The proposed lots for zoning Residential Estates are primarily on steep sloped land not conducive to constructing houses and roads. The steep slopes will make home construction more difficult and subject them to future issues of foundation shifting. Many homes in Fontenelle Hills built on slopes have experienced foundation slippage. Construction of roads on these steep slopes will create a hazard for residents – especially in wet, icy and snowy conditions. We already have several streets in our neighborhood that require extra care in snowy and icy conditions. The slope of the lots also encourages water runoff towards the center of the golf course fairways from the top to the bottom of each. Adding additional houses, driveways, and access roads will exacerbate the runoff problem. A formal comprehensive study of the rainfall runoff dynamics of the land needs to be done before any rezoning is granted.

Houses built at the bottom of these fairways will undoubtedly have water intrusion issues during heavy rainfalls and snowfalls if they are built with basements or at existing ground level. Sale of this land to developers for residential houses could result in the deforestation of trees along the golf course fairways/green space. As much as 50 percent of the trees in our neighborhood could be lost. This could cause soil erosion issues for residents above the deforestation and will have a negative impact on wildlife. In Recommendation Report #1, Public Works says, "Given the topography of the area proposed for lots 6-9, along with easement and setbacks, finding adequate building sites would appear to be challenging." The report goes on to say, "Hill Farrell's preliminary sketch of proposed building sites (provided 4/21) would appear to require significant site grading and/or retaining walls to accommodate construction as shown, which would likely drive up development costs for those lots."

5. **Sewer system capacity:** Fontenelle Hills residents that have lived here for many years have stated that the current sewer system cannot handle additional houses. The sewer system is at its limit and additional houses will require a significant and costly improvement to the existing system. Plans for an additional 30 houses on the back 9 holes of the golf course were cancelled when it was discovered the sewer system would not support it. It is also possible that the golf course/green space of 28 acres could be divided into 28 1-acre lots under the proposed zoning. It is unknown if the current sewer system could handle this greatly increased load. A comprehensive analysis and study of the Fontenelle Hills sewer system needs to be completed and the results published to residents before any rezoning is granted. Residents of Fontenelle Hills deserve to know the capacity of their existing sewer system before these zoning decisions are made
  
6. **Implied Golf Course:** Fontenelle Hills has had a golf course since its inception in the late 1960's. Fontenelle Hills golf course is the heart of the neighborhood. The homes were built around the golf course. When people mention Fontenelle Hills, most often an image of a golf course and woods comes to mind. The entry sign to Fontenelle Hills still lists our neighborhood as having a Golf Course, along with A View, Homes, Condos, and Apartments. A recent real estate listing for a condo on Fawn Court in Fontenelle Hills lists the nearby golf course as one of its alluring amenities. Google searches of Fontenelle Hills Golf Course or Country Club will return listing describing an 18-hole, 2 9-hole, or a 9-hole course. Precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in Skyline Woods Homeowners Association vs Broekemeier that, for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
  
7. **Zoning/Future Use Issues:** Sarpy County GIS data lists the golf course fairway/green space area as zoned RS-120. However, the zoning listing for its future use is REC – Recreational (Bellevue) – 100%. This tells the public that the future intent of this land is to be for recreational use, not residential. The city of Bellevue's letter states that the Petitioner is Hawkins and Strom LLC. A review of Sarpy County GIS data shows that Hawkins and Strom LLC do not own all the property listed in the zoning request. It should not be possible for someone, other than the property owner, to request a zoning change on their property per the letter sent by the City of Bellevue to all affected Fontenelle Hills residents.

It is for the above reasons that I strongly object to this request to rezone the Fontenelle Hills golf course Lots 1-9 to RE (Residential Estates). The current owners need to find a recreational use for their property that provides benefit to the owners, the wildlife, the residents of Fontenelle Hills, and the citizens of Bellevue.

*Stephen D. Graf*

Stephen D. Graf Lt.Col. USAF (Ret)  
518 Laurel Drive  
Bellevue, NE 68005

April 27th, 2022

To Whom It May Concern:

My husband and I have been a homeowner since 2017 of a beautiful house on Laurel Drive in Bellevue.

We both work full time in the insurance industry and have five small, rowdy children & one boisterous puppy.

The sole reason we bought this house is because of the beautiful serene view from our kitchen window which reminds me of my childhood in the Mississippi Delta.

I have spent the last 5 years watching my children romp on the landscape as I did as a child. They get copious amounts of hours of fresh air and vitamin D to offset the video games and mindless TV they also consume.

I would like to mention the strain on the sewer system as it can only handle 9 more houses, and 9 houses exactly are proposed. Sewer systems that are properly functioning are crucial, as we all know.

I also would like to cite the complications the side street created to accommodate the 3 small lots will cause for emergency vehicles as well as simple day to day use by residents, postal vehicles, and sanitation vehicles.

I am very concerned, as well, about the property values that the houses in our neighborhood hold currently and how that would be affected very negatively by taking away the green space.

Please, please reconsider the zoning for this land.

Thank you,

Hannah Novotne  
510 Laurel Drive  
Bellevue, NE 68005  
402-658-8468

RECEIVED  
APR 28 2022  
PLANNING DEPT.

## Tammi Palm

---

**From:** irvinholmes@aol.com  
**Sent:** Wednesday, April 27, 2022 10:57 PM  
**To:** Tammi Palm  
**Subject:** Rezoning the old golf course holes 2-9.

We were one of the first homeowners in Fontenelle Hills, having moved into our house here 53 years ago. We have appreciated and enjoyed the beauty and uniqueness of the area and want very much to see that continue.

Rezoning portions of the old golf course so that smaller homes and other dwellings can be built would be a terrible shame. If the rezoning is changed, we would hope the size of the lots would be for only one larger single family house so they would compliment the already existing homes in the area. Anything other than that, would change the beauty, looks and value of the area forever. We certainly don't want that to happen.

Some change is inevitable but common sense and doing the right thing, not just making money, goes a long way in deciding the best thing for the neighborhood.

So sorry we could not be at the meeting Thursday.

Thank you,

Irvin & Betty Holmes  
808 Martin Drive West  
Bellevue, NE 68005

RECEIVED  
APR 28 2022  
PLANNING DEPT.

I am sending an email as I will be unable to attend the Planning Commission Meeting in person.  
RE: Request to rezone various parts of the "old" golf course in Fontenelle Hills.

The Fontenelle Hills subdivision is a beautiful and unique area in the city of Bellevue. It has existed for decades. There are many homeowners who have lived in this area for many years as well as some newer residents.

The only way to preserve the integrity of this beautiful, treed and forested area that we live in is to zone it for larger (at least 1 acre) lots with larger single family homes. This would add to the existing housing values and would not detract from the wonderful community of Fontenelle Hills. It would be a great injustice to zone this area for anything less.

Bruce Stohlman  
205 Martin Drive W  
Bellevue, NE

RECEIVED  
APR 28 2022  
PLANNING DEPT.

## Tammi Palm

---

**From:** Giovanna Zermeno <giozer79@yahoo.com>  
**Sent:** Wednesday, April 27, 2022 6:27 PM  
**To:** Tammi Palm  
**Subject:** case # Z-2203-06, S-2203-11

April 26<sup>th</sup>, 2022

Giovanna Zermeno  
Luis Carranza  
506 laurel Dr  
Bellevue, NE 68005

Tammi Palm  
Planning Department  
1500 wall street  
Bellevue, NE

Dear Tammi Palm,

I am writing this letter concerned about the golf course zoning change (case # Z-2203-06, S-2203-11) that is planned to happen in my neighborhood. My name is Giovanna Zermeno, and I live on 506 Laurel Dr in Fontenelle Hills with my family. My husband and I purchased this home on December of 2019. In this letter I would like to focus on the four main reasons why we believe the idea of building more homes in the golf course would be a detriment to our neighborhood and why permits to build in the golf course should not be issued.

value of homes will drop, as the view, and green areas behind homes will diminish. When we purchased our home, we were under the impression that we would have a golf course behind our property. This is the reason why we did not mind the lack of a back yard. Had we known houses could be built behind our property, we would not have purchased such an expensive home with no back yard. Soon after we moved in, we learned that the golf course had closed. We worried about what would happen to the land, but we were informed that the sewer system could not handle more homes. My husband was hoping that an offer to purchase the back of our home would become available, but nothing of the sort happened.

This takes me to my second point. My husband and I are very concerned with the effect that this development and addition of homes could have on the sewer system. We have had several neighbors who have had to deal with sewer problems with the current system. They have had to pay thousands of dollars, and this is without the added homes. Not only will the sewer system be affected, but I cannot imagine what it will be like for our trash/recycling pick up service as well as the snow removal if we add more narrow and steep streets behind the existent homes.

RECEIVED

APR 28 2022

PLANNING DEPT.

To even imagine what construction of all these streets and homes will be like, stresses me out. Residents in Fontenelle Hills purchased these homes because of the greenery, peace, flora, and fauna of the area. Construction of more homes will destroy the habitat of many of our nature residents and will destroy the peace that we experience here with more people, noise, and cars, and this is after the construction disturbance of all these new access roads, homes, retaining walls, and fences.

Fontenelle Hills is already at capacity with spaces for vehicle parking. Every time my family or any other of my neighbors has a get together, parking is an issue. Most driveways are small, and the streets are narrow. We do not have room to add more vehicles to our neighborhood.

I understand the need to make money of a property; however, the owners of this land should have thought about Fontenelle Hills and its residents before purchasing the golf course. We need to come up with another solution to this problem. Providing the re-zoning permits will affect many residents and will devalue our property, taking away the main charms that attract people to purchase homes in this area as opposed to Papillion or west Omaha.

Thank you for considering what most of the current residents would prefer, which is having the green spaces with its nature residents behind our homes.

Sincerely,

Giovanna Zermeno

Luis Carranza

## Tammi Palm

---

**From:** Michele Bang <mabang1333@gmail.com>  
**Sent:** Thursday, April 28, 2022 1:34 PM  
**To:** Tammi Palm  
**Subject:** Planned Homes on Fontenelle Hills Golf Course Property  
**Attachments:** Fontenelle Forest Danger Sign.jpg

RECEIVED

APR 28 2022

PLANNING DEPT.

Ms. Palm,

My name is Michele Bang and I live with my family at 506 Ridgewood Drive in the Fontenelle Hills neighborhood. We purchased our home in 2010 and have been members of the now no longer operational Fontenelle Hill Golf course until last year when they said they were no longer going to run the course. We recognize the amount of work the three families who bought and ran the course did in order to maintain the property as a private course. We also recognize this is private property and as such they may have rights. While the proposed single family homes are better than apartments or multi family townhomes, we are still extremely concerned.

I have golfed and walked this course many times, our backyard sits on the course and in fact our backyard property line actually traverses the golf cart path. In addition to providing significant habitat for wildlife, the course provides for a natural watershed for water coming off of roofs, streets and yards. We know that the proposed lots take on significant water and are subject to erosion, sinkholes and in several areas to severe erosion. Within the past 5-7 years there have been two major projects on the golf course to assist with watershed and erosion issues. There is often significant water in the proposed areas for Lots 3,4 and 5. Oftentimes the course managers would rope off areas that were wet and created a sinkhole throughout the summer. These properties will sit in a significant ravine with steep grades on the west and east. Lots 6,7,8 and 9 have two areas where there are significant erosion concerns. In one area there is a fence and signage that discusses the danger and that it is unstable ground (see attached photo). In the second area you can see where erosion is taking more and more of the course. We have also been informed that a wall will likely need to be constructed to allow for the access road to Lots 7, 8 and 9. The property directly behind our house is again on a steep grade, and while it does not currently appear to be in the plans for development, we are concerned it could be in the future should the proposed rezoning be approved.

When we purchased our home in the Fontenelle Hills neighborhood, our realtor used the course as a selling point. We continued our membership to ensure the course and green space would remain. When we were informed they were no longer going to maintain the course, there were many inquiries regarding what the owners intended on doing with the property. Some of the property owners assisted in maintaining some of the course, while other areas were allowed to go back to nature. The owners did not provide any of the property owners information that they were going to develop the property until we received notice that there was a request to rezone.

Because of the location of the homes on these lots, there will be a significant amount of infrastructure that will have to be constructed prior to the homes being built. I am concerned that our taxes will be needed to support the additional infrastructure costs unless there are express ordinances put in place creating an SID. However, this would mean that Bellevue would have to carve out part of the City to allow for this. Additionally, you can see where homes were built in areas that appear to me as not initially defined in the original Fontenelle Hills development. This includes Laurel Drive and the western part of Bayberry Drive which extends from Bayberry Circle. The roads in these areas are poorly maintained asphalt. The City of Bellevue has not improved those roads since annexing Fontenelle Hills.

Bellevue has an opportunity to maintain a public golf course or green space within the City Limits that is adjacent to a Fontenelle Forest and provides an extended area for wildlife to thrive. While I recognize the private property owner's rights, I believe the infrastructure requirements to make this property viable to 9 homes significantly outweigh the benefits in the form of increased property taxes to the City. In fact, I believe the expenses will likely outweigh any

benefit from the City. Additionally, the City of Bellevue will be required to provide fire, medical and police emergency services to these properties. The proposed access road will need to be sufficiently wide to allow access and turn around points. That will increase paved areas, further exacerbating watershed issues in the area that is already subject to significant erosion issues. Therefore I am requesting that the City denies this request.

Sincerely,

Michele Bang  
402-630-7799

RECEIVED  
APR 28 2022  
PLANNING DEPT.



NO  
TRESPASSING  
Unstable steep  
bank

PLANNING DEPT.  
APR 26 2011

April 20, 2022

City of Bellevue Planning Commission

RECEIVED  
APR 28 2022  
PLANNING DEPT.

Dear Commission Members -

My name is Alex. I am 10 years old and live at 508 Laurel Drive on the Fontenelle Hills golf course. My parents shared the news that the area behind our house is possibly going to be developed into housing. This made me very sad.

I have a lot of great reasons why houses should not be built there.

1. This is an area of a lot of wildlife. A lot of people here enjoy the wildlife and the wildlife will be scared away from our serene area.
2. It is hard for the homeowners to enjoy their homes because of all the disturbance.
3. It would cause years of disruption.
4. It will cause more litter to be in this area. I go out once a month and clean up the litter and there is already a lot.
5. It would destroy animal habitats. Animals could even get hurt from all of the construction.
6. Many animals have homes and it would make it harder for animals to raise their young.
7. We do not have a park nearby, this space where a lot of people go and use it like a park.
8. Many people use the paths for walking.
9. Kids use the hills for sledding.
10. If anything should be built, it should be a small park so it doesn't destroy much of the animals homes.

Thank you very much for your time in listening to my concerns.

Sincerely,

*Alex M. Ingraldi*

To Whom It May Concern:

Please accept the following untouched and unedited letter/essay from my 13 year old daughter (a straight A student this year, having won the Presidential Excellence award last school year, tested the 2nd highest in her grade at Logan Middle School & accepted into the Junior Honor Society for the upcoming '22 fall). Outside of her academic excellence, she's an avid reader of sci-fi and fantasy novels and enjoys being in the local show choir.

Hannah Novotne  
510 Laurel Drive  
Bellevue, NE 68005  
402-658-8468

RECEIVED

APR 28 2022

PLANNING DEPT.

# Fontenelle Hills Estates

An amazing golf course



## Introduction

I believe that you should not zone the golf course and build houses on it. By doing this you are taking away things that everyone who lives in the neighborhood appreciates. You are taking things away from us like long walks in the open space, and the astonishing scenery. Zoning the land would be, in my opinion, a change for the worse.

---

## Walks

No one wants you to zone the land. For one, I and my family love the outdoors, and taking away the golf course would be greatly unappreciated. It would take away from many families, including mine, the ability to go outside and take long walks with the family. Amazingly, we can walk outside and have a vast amount of land where we can run around, and go on lengthy walks. And if that wasn't there we wouldn't have a space to let our dog run around in an open area.

---

## Scenery

Another thing that you would be taking away from us is the scenery, being able to just walk outside and see it, is amazing. It's always beautiful no matter what season we're in, looking out at snow-covered hills is a wonderful leisure. Zoning the land would not be beneficial. We would, unfortunately, not be able to look outside and see deer sprinting around running between trees and turkeys flying up into trees. I think it is astounding that we can see deer, turkeys, cats, and tons of kinds of birds daily.

---

## Animals

What about the animals? What's going to happen with all of the cats, deer, and turkeys? By building houses there you're not only taking away our golf course but taking away all the animals' homes. We love feeding the birds and squirrels, but without the golf course, they won't even have a home to live in. We wouldn't be able to walk a small distance away to be able to golf as a family. No one will be happy if you decide to zone the land.

## Conclusion

Zoning the land is an extremely bad idea. By zoning the land you would be taking away the scenery that everyone who lives near it greatly appreciates. You would also be taking away our ability to go on walks and golf as a family. There are just a few of the reasons why my family and I all believe that zoning the golf course would be a change for the worse.

Maya Valenti  
510 Laurel Drive  
Bellevue, NE  
13 Years Old

## Tammi Palm

---

**From:** Protus Mose <protusmose@gmail.com>  
**Sent:** Thursday, April 28, 2022 11:59 AM  
**To:** Tammi Palm  
**Subject:** Case # Z-2203-06, S-2203-11

RECEIVED

APR 28 2022

PLANNING DEPT.

Good morning,

I am writing to you as a resident of Fontanelle Hills, regarding the proposed zoning changes from recreational to residential for the purpose of building new homes on the former golf course. As a resident, I am staunchly against this proposal for a multitude of reasons.

First, the green space is intentionally designed into the neighborhood. When you pull in, there's a sign, to this day, advertising the golf course. As you drive through, the streets are separated by greenspace. The name itself, Fontanelle Hills, implies a relationship with the forest and nature. Even though the golf course has closed, those green spaces are still utilized by residents. I play baseball and football and soccer with my children on the old fairway. We take walks on the former cart paths. Being a recent mover into the neighborhood within the past two years, these spaces were specifically part of why we moved here, and we were told there were no plans for development of these spaces. This is a bait and switch on the order of hundreds of thousands of dollars per house.

When we put a small fence in, we pulled the property lines to discover we actually owned a lot less than we thought going to the back. The property line actually passes within 10' of the back of my house at one corner. There is no guarantee of how close they can try encroach. Sure, the initial plan calls for three structures on our green area, but if rezoned, there's nothing stopping them from further subdividing.

The current infrastructure of the area does not support adding additional properties. Where they want to build is in a valley between two large hills. It's a flood/drainage nightmare. There's no way you could have a basement, even with creative grading. The sewer drainage system in place cannot accommodate any additional properties. Are they going to try to cram it in anyway? How will that affect everyone on the line? Are we going to deal with a year of construction of a new sewer line? Who's going to pay for that? How will these new properties affect the existing load of other utilities?

To make use of the area they are wanting, extensive grading will be needed. There's no room for a road to get to these properties currently. Will they be digging out the hills, deforesting them in the process and causing erosion issues for the residents at the top?

The views that we all paid for will be completely ruined, turning those of us on these areas into another subdivision with rows of houses, rather than the nature areas we intentionally purchased. The nature trails and natural paths that wildlife use will be completely decimated.

The 'future use' in the current zoning of these areas is for 'recreational.' Being that it already is recreational, I would argue it is, de facto, no longer zoned for residential at all.

I understand the current owners made a bad business decision purchasing a golf course they were not able to successfully run and maintain, but the hundreds of residents of the neighborhood shouldn't be the ones having to pay for that mistake. There are ways to mitigate their losses. We shouldn't have to have our property values plunged and our lifestyle ruined to bail them out of a failed investment.

My family, and every other family we have spoken with, are VEHEMENTLY opposed to this proposition and urgently request you deny any request to turn any more of the few green spaces left in our city into McMansions.

Sincerely,

Michael Ingraldi  
508 Laurel Drive

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue, Nebraska 68005  
(402)293-3026

Dear Tammi Palm, Planning Manager;

I am writing in reference to Case #'s Z-2203-06, S-2203-11 and Applicant: Hawkins & Strom Holdings, LLC, providing my strong objection to this proposed construction. My wife, Susie Louis and I moved to Fontenelle Hills almost eight years ago. During this time, despite our property taxes increasing dramatically each year, we pay them knowing we moved here to be in an environment that Fontenelle Hills is known to be as a residence community backed up to a golf course which increases the value of the property. The woodlands habitat is why everyone who has purchased a home in Fontenelle Hills has moved here. The layout of the golf course even when not in use is what maintains the land and the character and quality of Fontenelle Hills or even Fontenelle Forest which is backed up to this community. Our residence was meant to be our last home because of the neighborhood. Thus, I submit this letter strongly objecting to this capital venture for the following reasons.

My apprehension besides the irrevocable impact to the incredible green space and its resident wildlife concerns the impact on the available utilities (water and sewage) and emergency vehicle access that the development of these single home residences will create. Having walked the paths that line the locations where these homes will be built countless times over the past eight years, I understand the unnecessary loss of trees that support the steep hills from erosion. I cannot imagine what the current residents will have to face or be forced to pay for the bulkhead walls to support the existing homes from the rapid changes to the topology. I have seen the pools of water that remain for days after even a simple rain shower in these lower areas. There has to be a conscience understanding that there will be limited access without cutting into the existing forested hillsides. And a few of the proposed plots are not wide enough to provide ample access for a new road to provide access to emergency vehicles which puts all existing homes at risk from fire damage. I get nervous when there are doing planned burnings at Fontenelle Forest when I see or smell the smoke, but they are professionally managing the situation onsite, not rushing to stop a house on fire. During the past eight years, two apartment complexes completely burned to the ground, but there was at least emergency access to these units. And again, they burned to the ground. Other options surely are available for this land besides putting in homes that only make things worse.

As the last forty years of my professional career has been directly involved with the preservation and conservation of the environment in some of the most threatened biodiverse places on this planet, I am very aware of the cost of losing green space to our climate and to our basic connection to nature. Loss of habitat through the cementing of our world anywhere is felt locally and around the world as no one lives in a bubble protected by consequences elsewhere. Losing this space to more homes is not beneficial to anyone except the few that are only interested in making more money. We have made inquiries multiple times since we were told the golf courses were closing to the neighborhood association, but we have never received any reply to correspondence to help make this a permanent green space. And my wife and I are experts at creating green spaces after planting over 5 million endemic trees in one critically endangered habitat in Madagascar over the past ten years. We are troubled that the proposed apartment was publicized and given ample time to state our objections, along with universal support against this endeavor, but this new proposed housing project was just announced to only people within 300 feet of the proposed plots with very little objection compared to the apartment complex proposal. Why were both cases treated differently? The damage created to this environment and chaos and cost to reconcile the lack of sufficient water and sewage utilities or vehicular access is not going to affect just those homes within a stone's throw of these new homes. What new taxes are going to be added to our taxes that are already out of control by the city of Bellevue to make reparations for all of the utility or erosion that will certainly increase to modifications to the current landscape and number of new homes and households? I understand that the land isn't sitting there without having monetary obligations, but how much value to our homes will be added by putting in these new homes compared to a golf course which the land was zoned to be or even a green space with paths for bikes or dog walks, butterfly gardens or community vegetable gardens, ponds for fishing or other recreational use?

I appreciate the time that the Bellevue Planning Department takes to hear from the very people that will be impacted by the proposed single family residential development. I hope our voices and concerns matter since we have also paid to live in this community.

Sincerely,



Edward E. Louis, Jr., DVM, PhD  
504 Ridgewood Drive  
Bellevue, Nebraska 68005  
(402)305-7544

RECEIVED  
APR 28 2022  
PLANNING DEPT.

City of Bellevue  
Planning Department

24 April 2022

In response to the letter I received regarding a rezoning request by "Fontanelle Hill Estates", I would like to make some points against this action.

I have resided in the Fontanelle Residential area with my wife Mary and our children for the past fifty (50) years. Mary B. became enthralled with the development when she became aware of it and saw it firsthand. When we purchased our home, we were told of the advantages to live on a golf course which preserved the beauty of the area and allowed many types of wildlife to exist that we could enjoy.

The rezoning action would severely eliminate the stated or implied reasons to reside in Fontanelle Hills. Many environmental and aesthetic alternatives would occur to the detriment of the wildlife, the loss of trees, the development of erosion hazards, the loss of the "Spirit of Fontanelle Hills" as well as many other known or unknown considerations.

I am suggesting that the rezoning proposal not be recommended to allow the area to retain its uniqueness or reinstate the presence of the Golf course. Many people walk on the prior cart path and enjoy the ambience which will be lost forever if this truly scenic, unique area of Bellevue is destroyed.

RECEIVED

APR 28 2022

PLANNING DEPT.

Sincerely,  
Anthony J. Yonkers  
508 Ridgewood Drive  
408-291-9171

606 Laurel Drive  
Bellevue NE 68005  
28 April 2022

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue NE 68005

RECEIVED

APR 28 2022

PLANNING DEPT.

Reference: Your letter, dated 15 April 28, 2022

Subject: Rezoning of Lots 1 through 9 in Fontenelle Hills Estates

Dear Planning Department member

Request you disapprove this rezoning request. The following are my concerns with this rezoning.

1. Much of proposed space for new houses is in a valley not conducive to new construction
  - a. steep slopes on both sides promote flow of water down to the center
  - b. downward slope of fairway encourage water to flow to bottom of hill
  - c. construction of new homes will add to water flow
    - i. water from roofs/gutters
    - ii. water displaced from driveways
    - iii. water displaced from roads and sidewalks
2. Construction of new homes could result in the loss of approximately 50% of the trees behind our homes.
  - a. Trees behind our homes create a natural "privacy fence" obscuring the view of homes on the opposite side of the fairway
3. Construction of new homes on the fairway will have a negative and detrimental effect on wildlife in the neighborhood.
  - a. Deer and turkey routinely graze and traverse the fairway in search of food. New housing will discourage wildlife from moving through the neighborhood
  - b. Removal of trees along the fairway will remove space the wildlife use to traverse our neighborhood.
  - c. Increased noise and population (cars) will possibly cause the wildlife to leave.
4. There is an implied understanding that there is a golf course in Fontenelle Hills
  - a. Entry sign says Fontenelle Hills has homes, condos, apartments,

and a Golf Course. The sign is lit and has been there for many years.

- b. Google searches of Fontenelle Hills Golf course or Fontenelle Hills Country club describe an 18-hole, 2 separate 9 hole, or a 9 hole golf course.
  - c. A recent condo listing for a condo at 310 Fawn Court in Fontenelle Hills listed one of the amenities as the nearby golf course.
  - d. precedent exists for stopping the construction of residential housing on a former golf course. In 2009 the Nebraska Supreme Court ruled in Skyline Woods Homeowners Assn vs Broekemeier that for the first time, Nebraska recognized implied restrictive covenants inferred from a common scheme of development. Such covenants are not recorded expressly in the chain of title, but rather are inferred from a common plan affecting the property and its surroundings.
5. Sarpy County GIS data for the fairway 4, 5, 6 list the property as 11.9 acres and zoned as RS-120 Single Family Residence. However, the listing for it's future land use is REC- Recreational (Bellevue) - 100%
- a. GIS data also lists the owner of the fairway as Belle Vue Acres LLC. Petition for rezoning was listed as Hawkins and Strom LLC. GIS data shows Hawkins and Strom owns the former fairways 1, 2, and 3 but not 4, 5, and 6.
6. Construction of houses on the golf course fairway/green space will have a detrimental and negative impact on the value of homes bordering the affected fairways/green space.
- a. There was an implied promise of a golf course/green space in our neighborhood when we purchased our homes/condo/apartment.
  - b. People purchased their homes here BECAUSE of the golf course/green space
7. Lot sizes are smaller than assumed. In some cases, the property line is a mere 35' from the back of the home/deck.
- a. This would allow the developer to place a structure within 35' of your existing house
  - b. Backyard views would be impeded
8. Long-time owners have said that the current sewage and storm drain system is already at maximum capacity.
- a. The existing terrain (hills/valleys) forces this neighborhood to have

- lift pumps to push the effluent to a higher level to be removed.
  - b. Existing infrastructure MUST be upgraded to existing code as the developer installs the infrastructure for new homes.
  - c. Construction of new homes will require installation of water, gas, sewer, and storm drain lines. Underground electric and cable will also have to be installed.
9. Increased electrical load on the neighborhood? Gas supply load?
10. Road access will have to be constructed on steep terrain.
- a. It will be difficult if not impossible to mitigate the slope of roads for access to new homes
  - b. Will the roads be "long driveways" or actual roads for vehicles
  - c. Will new roads allow access for Fire/Emergency vehicles?
  - d. Will new roads allow access for garbage collection vehicles?
11. Additional houses will create more noise in our neighborhood
- a. Lawn mowers, weed wackers, car noise, dogs barking, or voices in our peaceful backyards
12. Additional houses will generate more traffic in our neighborhood
- a. New houses could have several cars each
  - b. Increased visitor traffic
  - c. Increased contractor/repairman traffic

Respectfully

Gerardo Campbell  
(408) 807-0606

ORDINANCE NO. 409

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 MARTIN DRIVE AND RIDGEWOOD DRIVE; AND MARTIN DRIVE AND RIDGEWOOD COURT, 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 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, all located in the Southwest ¼ of Section 24, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-120-PS (Single Family Residence, 1,200 Square Foot Zone – Planned Subdivision) to RE (Residential Estates)

(Hawkins & Strom Holdings, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Fontenelle Hills Estates is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

12a1.  
6/7/2022

# FONTENELLE HILLS ESTATES

PRELIMINARY PLAT  
BEING A REPLAT OF LOT 1,  
FONTENELLE REPLAT 8,  
LOT 12, 13, 15, 17, 19, 55A, 233 AND 234  
AND 1/2 OF VACATED LAUREL LAKE  
FONTENELLE, SW 1/4 SEC 24-14-13,  
SARPY COUNTY, NEBRASKA

### NOTES

PROPERTY OWNERS  
HARKNE AND STROM HOLDINGS LLC  
414 GREENBRIAR COURT  
BELLEVUE NE 68005

BELLE WAS ACRES LLC  
403 RIDGEWOOD DRIVE  
BELLEVUE NE 68005

FONTENELLE HILLS GOLF CLUB  
1021 GALVIN ROAD SOUTH  
BELLEVUE NE 68005

EXISTING ZONING RS-120

PROPOSED ZONING RE RESIDENTIAL ESTATES

SUBDIVISION AREA 28.4 ACRES

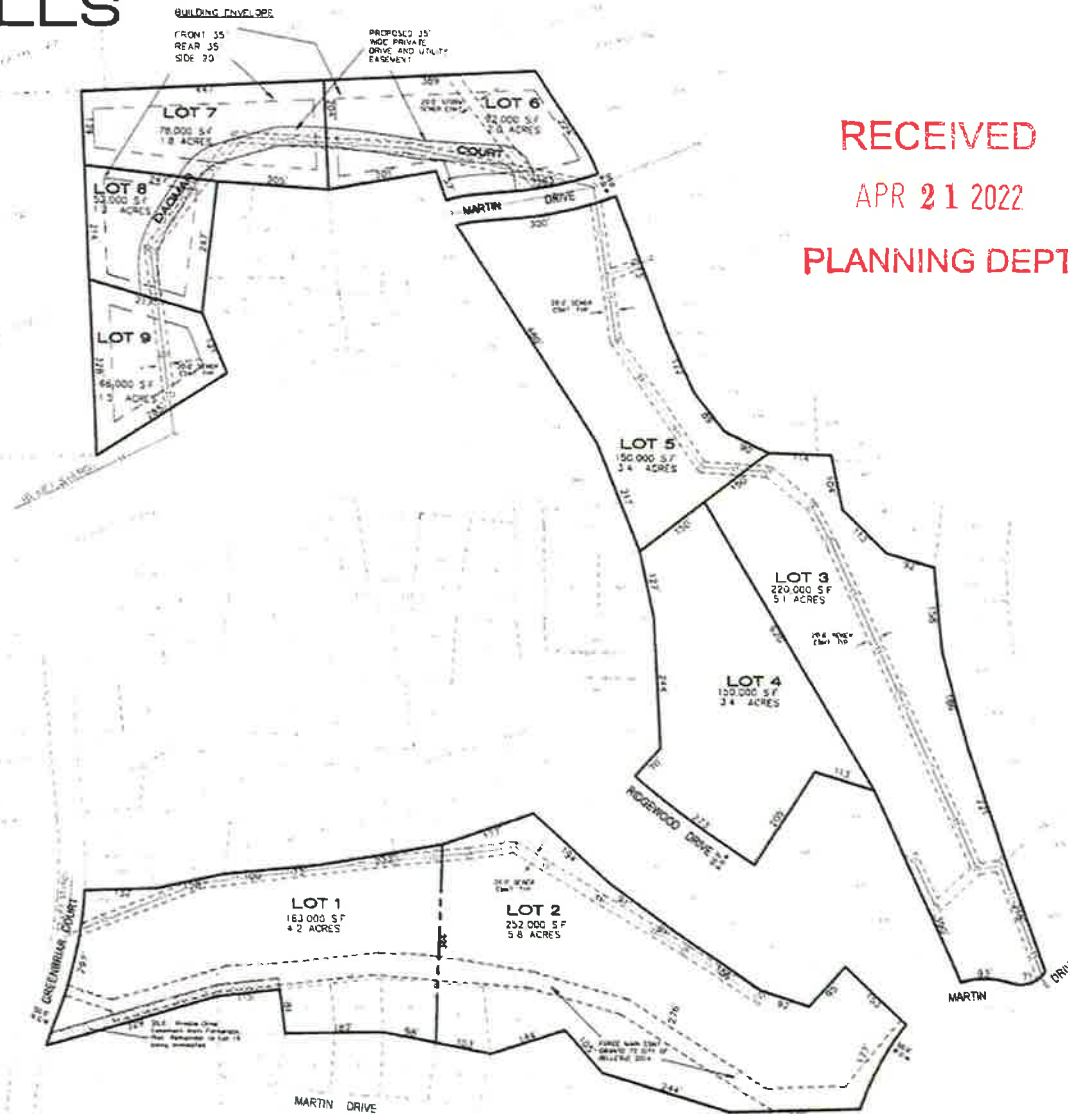
PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE  
LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES \*

ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.L.D. WATER AND GAS  
O.P.P.D. POWER AND CABLE TV AND TELEPHONE

LOTS 1 THROUGH 5 HAVE DIRECT ACCESS TO PUBLIC STREET LOTS 6 THROUGH  
9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET

EXISTING SEWER LINES TRAVERSING PROPOSED LOTS WILL BE PLATTED WITH A  
MINIMUM 20' G. SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE

NO GRADING IS PROPOSED OTHER THAN THAT REQUIRED FOR HOME  
CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET



RECEIVED  
APR 21 2022  
PLANNING DEPT.

DESIGNED FOR  
DRAWN FOR  
DATE 08/18/2022  
04/17/2022  
04/18/2022

FONTENELLE HILLS ESTATES  
BELLEVUE, NEBRASKA  
PRELIMINARY PLAT

HILL-FARRELL ASSOCIATES, INC.  
Land Surveyors • Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

PROJECT NO

## Susan Kluthe

---

**From:** Dave Brammer <davebrammer@outlook.com>  
**Sent:** Tuesday, May 31, 2022 4:52 PM  
**To:** Susan Kluthe  
**Subject:** [EXT] Fontenelle Hills Golf Course

Because business precludes us from attending the upcoming council meeting I would like to offer an opinion.

First our deepest condolences to the Stinson family, friends and colleagues.

I would suggest this matter be laid over until the district 2 seat is filled. This matter is clearly important to our neighborhood and we should be represented in its decision.

Emotionally we're against any residential development of the golf course but realistically we realize something needs to be done. We're definitely not happy about looking at weeds year after year which is our greatest concern. The current owners have been given a pass about keeping the grounds mowed. It's quite disturbing that on one side of a property line the weeds can be 3 feet high on the other side ( by city ordinance it must be mowed.) What worries me the most is the the hazard this creates. If a fire ever gets started especially in the fall we likely could lose some homes. I would like to see any new property owner have to abide by the ordinances like everyone else.

I would also suggest a more defined definition of (no grading) other than required for a home or private drive. We live in an area of special soil and is prone to erosion once disturbed. Potentially this could directly impact neighbors. There are many residents of Fontenelle hills that have first hand knowledge of this erosion. An environmental study may be beneficial to the councils decision.

Thank You!

Dave & Jeri Lynn Brammer  
708 Martin Dr.  
402-212-5617

## Susan Kluthe

---

**From:** rluster1@cox.net  
**Sent:** Tuesday, May 31, 2022 6:39 PM  
**To:** Susan Kluthe  
**Subject:** [EXT] City Council Public Hearing on June7

Susan,

We will be out of town on the 7th therefore unable to attend the meeting.

My husband (Ron) and I live in Fontenelle Hills at 305 Martin Dr.

We are 100% in favor of the Hawkins & Strom Holdings, LLC application to rezone Lots 1 - 9 to RE Residential Estates.

This is by far the best plan to move forward to develop the former golf course real estate into single family homes. Minimal new residences that will add to the property values for everyone living in Fontenelle Hills and benefit all of Bellevue with high end residences.

Joyce Luster

From: Betsy Buschkemper  
To: Bellevue City Council:  
Re: The proposed rezoning of the old Fontanelle Hills Golf Course to Estate Lots  
Date June 7, 2022

Due to new information and recent happenings that have only become public knowledge in the past week, I think a June 21 Council vote on Rezoning to Estate Lots may be premature. A new and better alternative that has only come to light in the Fontanelle Hills neighborhood may be a game changer and win/win for all sides.

According to Rich Casey, Fontanelle Hills President, and most of the other neighbors I know, everyone would very much like, to preserve and transform the old golf course to a permanent green space. This would:...

- Maintain the beauty, integrity, reputation and value of Fontanelle Hills as one of the true jewels of Bellevue
- Preserve a much needed park like recreational area in an area where there are no other near-by parks, hiking trails, etc.
- Preserve the natural habitat of countless deer, turkeys, raccoons, birds and other critters for whom the current green space has become a corridor and extension of Fontanelle Forest.
- Preserve the implied promise and expectation for most of the people that bought homes here that this area would always remain an open recreational green space, if not a golf course, - and in any case, NOT turn into another housing development.
- This is the reason that the usual 30+ feet setbacks were reduced to around 10 feet, and many back yards facing the golf course stopped at the end of their patio or deck. No one ever thought back when these homes were built that more than 10 feet was necessary when they backed into what was considered a perpetual open green area.
- These people will face a major loss of value if and when the new estate lot owners put a very long fence 10 feet from their back door. Or a new McMansion is built with its back side a short distance from their own home that entirely blocks, eliminates and now owns what was once their view.
- Preservation of the green space, trails and wild life habitat are NOT compatible with Estate Lots. New fences only 10+ feet beyond existing owners back doors that are put up by the new owners to keep their property private would not only block views and access to current owners, but also cut off the natural corridors and trails used by the diversity of wildlife here.

This whole Rezoning issue has come about so very quickly and taken most of the Fontanelle Hills neighborhood by surprise. Notice of this was first received less than 2 months ago on April 15. and it came as a complete shock to the majority who had bought homes completely unaware of the potential loss of what they thought would always be their view and green space. When the public hearing with the Planning Commission happened less than 2 weeks later on April 28th, a large group of very concerned neighbors overfilled the meeting room with standing room only.

RECEIVED  
JUN 09 2022  
CITY CLERK

Their protests, questions and concerns, were met with the consensus that even though keeping the area an open green space would be the best option for the neighborhood, this was not compatible with the owners legal rights to sell their property at a profit. And that the proposed rezoning request to Estate Lots was the 'best of the bad alternatives', and far better than a potential for many more lots, which no matter how logistically difficult, expensive and problematic that might be, was still a possibility.

I believe everyone recognizes the legitimate right of the old golf course owners to sell their property, and appreciates the efforts they made to save the golf course and then continue to maintain the green space while allowing community access. . So it seemed, the neighborhood settled down into a quiet resignation to accept the inevitable loss of open green space, beautiful views, recreational trails, and wild life habitat in return for 'only' 9 estate lot homes in their backyards.

But then something happened, a completely new, out of the box idea, that only became public knowledge in the past week with an email forward from Mr. Casey, and discussion last Thursday June 2nd at the first FH Homeowners Association gathering in 2 years since pre-covid.

Suddenly, a new development of Estate Lot Homes wasn't the only, or 'least bad' alternative. A potentially BETTER one had been created... It was a new solution from one of the affected homeowners, John Roberts, who has organized and implemented a plan to buy Estate Lot 1 along with his affected neighbors. In a nutshell, it is a way for the neighbors who are willing and wanting to do so, to collectively buy the entire estate lot from the owners at a fair market price, and form an LLC to pay the ongoing taxes, maintenance and insurance. This is not a half baked pie in the sky idea. The corporation has been formed, a real estate attorney and the sellers real estate rep have been consulted, enough willing neighbors have committed to make the purchase, and from all sides, it looks like this is going to happen.

Which is a wonderful new alternative to keep the green space - at least in their own neck of the woods. And now that John has laid the groundwork, this plan can easily be replicated by owners near the other proposed lots. They too now have a new path forward to collectively buy the estate lot nearest them, or work together to consolidate and buy adjoining lots.

So now, just this week more neighbors in other areas are meeting and looking at doing the same thing, taking the destiny of their neighborhood into their own hands to preserve their precious green space.

IF this can be organized and implemented in other neighborhoods, it could become THE BETTER alternative for both Fontanelle Hills, the golf course owners, AND the city of Bellevue. A win/win solution that would...:

- Preserve the precious green space, views, property values, recreation and wild life habitat that make FH so very special.
- Allow the current owners to accomplish their goal of shedding the trouble and costs of maintenance, taxes etc, while preserving the green space of their old golf course as a community asset,- which they have said was their original goal and what they always wanted

to do. AND it allows them to sell at the same fair market price they would have gotten if the lots were not developed and sold for estate homes.

- All the costs and liabilities of development, building new streets on difficult terrain to be accessible to fire trucks, rescue squads, etc., the earth moving, tree cutting, utility lines, sewer and drainage infrastructure,... all the issues that will cause headaches, liabilities and potential problems for current and future home owners and the city of Bellevue, would be essentially eliminated or greatly reduced by a new plan to maintain some or all of the proposed estate lots to simple green space.
- Last, but not least...: Rezoning may not even be required if the neighbors can reach a mutually acceptable agreement with the golf course owners to buy their property on the same basis it currently exists utilizing the currently defined estate lot parcels. Thus there may be no need for a rezoning action at all, or possibly instead a rezoning to recreational, green space, or other entity, which could be the best possible win/win outcome for everyone including:
  - The golf course owners who have a legitimate legal right and desire to sell currently defined estate lots land for a fair market price.
  - The surrounding neighborhood to preserve and protect their beloved green space, views, wildlife etc.
  - And the city of Bellevue to also have this large beautiful recreational space and wildlife habitat at virtually no cost to the city, and no concerns for the potential safety and liability problems that new homes, roads and infrastructure might eventually entail.

So, in conclusion, all I and many other Fontanelle Hills owners are asking, is to table this vote for a month or two, to allow time for the neighborhood which only heard of this new alternative in the past week, to get together to replicate or expand on it, and try to come to an agreement with the golf course owners for a new option that could be better for them, as well as the common good of the Fontanelle Hills community, and the city of Bellevue.

Efforts at this are already underway but of course no guarantees of success, especially in the next 2 weeks. In which case the worst thing that happens is the Council vote is delayed for a month or two,. But isn't that worth giving a chance for this potentially much BETTER thing to happen?

I don't think it's too much to ask, simply a short interim time to reconsider what could be a far better long term plan for the greater good of all.

Thank you,

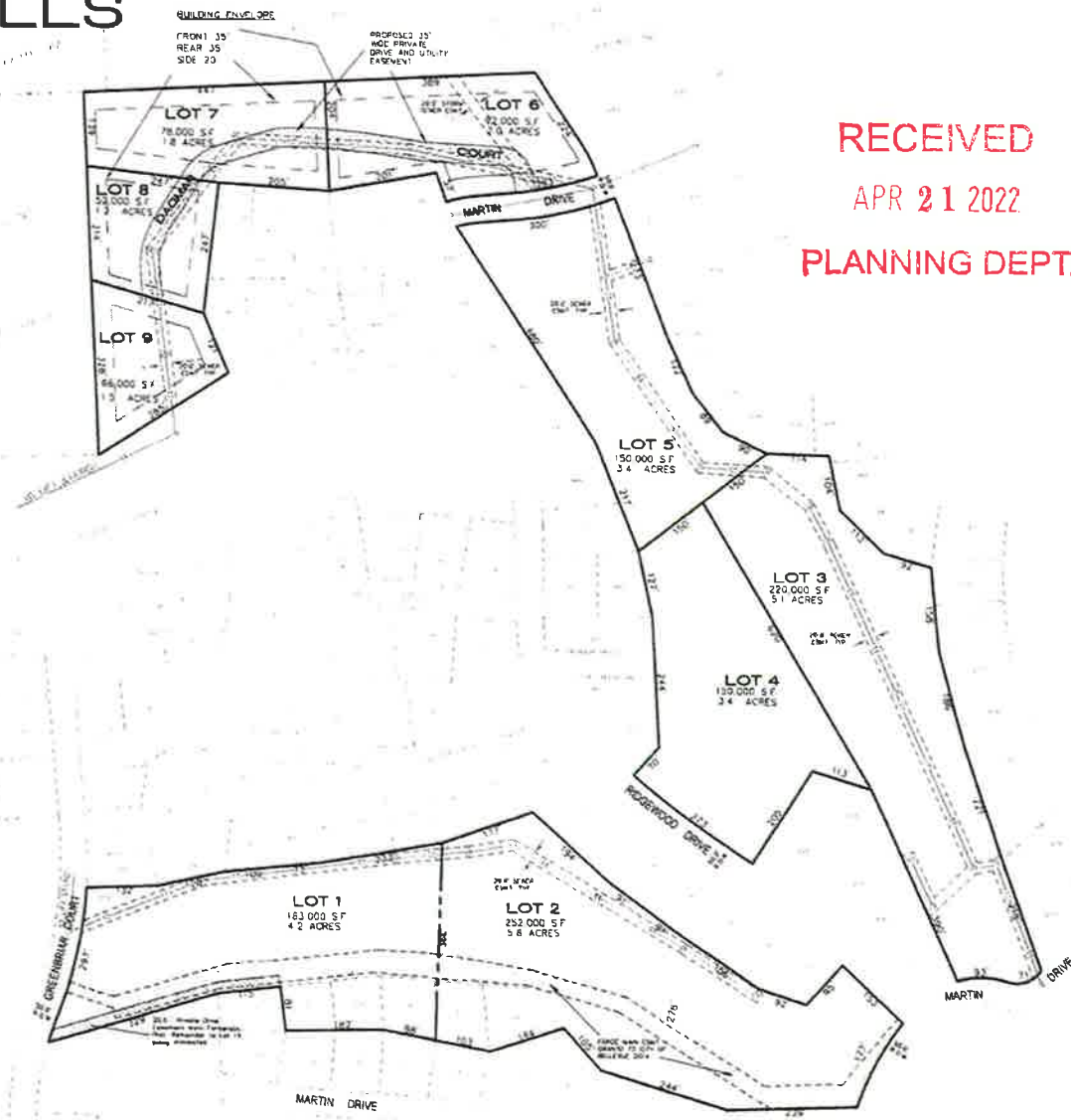
Betsy Buschkemper  
514 Laurel Drive  
Bellevue, NE 68005

# FONTENELLE HILLS ESTATES

PRELIMINARY PLAT  
BEING A REPLAT OF LOT 1,  
FONTENELLE REPLAT 8,  
LOT 12, 13, 16, 17, 19, 55A, 233 AND 234  
AND 1/2 OF VACATED LAUREL LAKE  
FONTENELLE, SW 1/4 SEC. 24-14-13,  
SARPY COUNTY, NEBRASKA

**NOTES**

- PROPERTY OWNERS  
HAWKINS AND STROM HOLDINGS LLC  
414 GREENBRIAR COURT  
BELLEVUE NE 68005
- BELLE HILL ACRES LLC  
403 RIDGEWOOD DRIVE  
BELLEVUE NE 68005
- FONTENELLE HILLS GOLF CLUB  
1021 GALVIN ROAD SOUTH  
BELLEVUE NE 68005
- EXISTING ZONING RS-120
- PROPOSED ZONING RE RESIDENTIAL ESTATES
- SUBDIVISION AREA 28.4 ACRES
- PRELIMINARY PLAT IS FOR THE REDEVELOPMENT OF GOLF COURSE INTO ACREAGE  
LOTS FOR THE CONSTRUCTION OF NINE (9) HOMES ON 28.4 ACRES ±
- ALL LOTS HAVE DIRECT ACCESS TO SANITARY SEWER, M.D. WATER AND GAS  
OR P.D. POWER AND CABLE TV AND TELEPHONE.
- LOTS 1 THROUGH 5 HAVE DIRECT ACCESS TO PUBLIC STREET. LOTS 6 THROUGH  
9 HAVE ACCESS TO PUBLIC STREET FROM A PRIVATE STREET.
- EXISTING SEWER LINES TRaversing PROPOSED LOTS WILL BE PLATTED WITH A  
MINIMUM 20' SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE.
- NO GRADING IS PROPOSED OTHER THAN THAT REQUIRED FOR HOME  
CONSTRUCTION AND CONSTRUCTION OF THE PRIVATE STREET.



RECEIVED  
APR 21 2022  
PLANNING DEPT.

DESIGNED FOR  
DRAWN FOR  
DATE: 05/16/2022  
DRAFTER: DAB/POB  
DATE: 06/21/2022

**FONTENELLE HILLS ESTATES  
BELLEVUE, NEBRASKA  
PRELIMINARY PLAT**

**HILL-FARRELL ASSOCIATES, INC.**  
Land Surveyors • Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

PROJECT NO

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11b.  
6/21/2022

|   |   |   |   |                  |
|---|---|---|---|------------------|
| COUNCIL MEETING DATE: 05/17/2022        |   | SUBMITTED BY: Tammi Palm                |   | Planning Manager |
| AGENDA ITEM:                            |   | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> |                  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> |   |                  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>          |   |                  |

SUBJECT:

Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West. Applicant: Woodsonia Real Estate, Inc.. Location: 11715 South 60th Street.

SYNOPSIS/BACKGROUND:

Drew Snyder, on behalf of Woodsonia Real Estate Inc., is requesting approval of a change of zone and preliminary plat Lots 192 through 266, Lakewood West, for the purpose of single-family residential development. The proposed lots are an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2. The development will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57th Avenue. Per Sarpy County Public Works, the property will not have direct vehicular access to South 60th Street or future Schram Road.

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:

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

ATTACHMENTS:

|  |  |   |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Rezoning Ordinance No. 4100"/> |
| 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 Robbins*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4100

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 11715 SOUTH 60TH 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 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone)

(Woodsonia Real Estate)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 192 through 266, and Outlot I, Lakewood West, is filed with the Sarpy County Register of Deeds in accordance with Section 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate Inc.

CASE #'s: Z-2202-05, S-2202-06

CITY COUNCIL HEARING DATE: June 7, 2022

REQUEST: to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone), for the purpose of single-family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

On April 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

VOTE:

| Yes: | Seven:    | No: | Zero: | Abstain: | Zero: | Absent: | Two:    |
|------|-----------|-----|-------|----------|-------|---------|---------|
|      | Casey     |     |       |          |       |         | Aerni   |
|      | Hankins   |     |       |          |       |         | Compton |
|      | Ritz      |     |       |          |       |         |         |
|      | Cutsforth |     |       |          |       |         |         |
|      | Ackley    |     |       |          |       |         |         |
|      | Perrin    |     |       |          |       |         |         |
|      | Jacobson  |     |       |          |       |         |         |

Planning Commission Hearing (s) was held on: April 28, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2202-06  
Z-2202-05

FOR HEARING OF:  
REPORT #1: April 28, 2022  
REPORT #2: May 17, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

Woodsonia Real Estate, Inc.  
Attn: Drew Snyder  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### B. PROPERTY OWNERS:

Woodsonia Real Estate Inc.  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### C. GENERAL LOCATION:

11715 South 60<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West.

#### E. REQUESTED ACTIONS:

1. Request to rezone Lots 192 through 266, and Outlot I, Lakewood West, from AG to RG-50 for the purpose of single-family residential development.
2. Preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

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

AG; Vacant/Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable single-family residential development.

**H. SIZE OF SITE:**

The site is approximately 20 acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently used agriculturally.

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

**North:** Vacant/Single-Family Residential, AG  
**East:** Vacant/Proposed Lakewood West Phase 1, RS-72  
**South:** Vacant, AG  
**West:** Vacant/Agricultural, Limits of Bellevue's jurisdiction

**C. REVELANT CASE HISTORY:**

1. On October 22, 2020, the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial development. The City Council denied the aforementioned request on December 15, 2020.
2. On April 28, 2022 the Planning Commission recommended approval of a request to rezone Lots 192 through 266, and Outlot I, Lakewood West, being a platting of Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and a replat of Outlot H, Lakewood West, from AG and RS-72 to RG-50 for the purpose of single family residential development; and preliminary plat Lots 192 through 266, and Outlot I, Lakewood West.

**D. APPLICABLE REGULATIONS:**

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
4. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as being medium density residential.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. No MAPA traffic data information is available for South 60<sup>th</sup> Street.
2. The property will have access to the east from newly constructed extensions of Joann Avenue and Edgewater Drive connecting to the Lakewood West Phase 1 development. Future access to the north will be from a newly created South 57<sup>th</sup> Avenue.
3. Per Sarpy County Public Works, the property will not have vehicular access to South 60<sup>th</sup> Street or future Schram Road.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to preliminary plat Lots 192 through 266, and Outlot I, Lakewood West, for the purpose of single-family residential development.
2. The applicant is also requesting a change in zone from AG to RG-50 (General Residence, 5,000 Square Foot Zone) for Lots 192 through 266, and Outlot I, Lakewood West.

3. This development is an extension to the recently approved Lakewood West subdivision. This portion of the development will be considered Lakewood West Phase 2.

4. Lakewood West Phase 2 residents will have access to the South 54<sup>th</sup> Street Trail within Lakewood West Phase 1 by use of private sidewalks. There will also be access to a future Schram Road Trail by means of South 56<sup>th</sup> Street.

5. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

No other comments were received on this case.

6. The Public Works Engineering Manager reviewed the grading, drainage and sewer plans for this proposed development and found them to be acceptable.

7. The applicant's engineer has been in contact with Sarpy County Public Works regarding improvements to South 60<sup>th</sup> Street. Sarpy County is currently in the design phase of the project which will be a 3-lane curb and gutter street.

8. Sidewalks will be provided throughout the subdivision as individual lots are developed and will be required along outlots as part of the subdivision agreement. This will provide connectivity throughout the development.

9. The draft First Amendment to the Subdivision Agreement has been submitted and is under review by the City Attorney.

10. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$16,753.50.

11. Staff believes this development is compatible with the surrounding neighborhood and proposed Lakewood West Phase 1 development.

12. This request is in conformance with the Future Land Use Map.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Drew Snyder dated February 22, 2022
4. Preliminary plat received April 19, 2022

**VII. COPIES OF REPORT TO:**

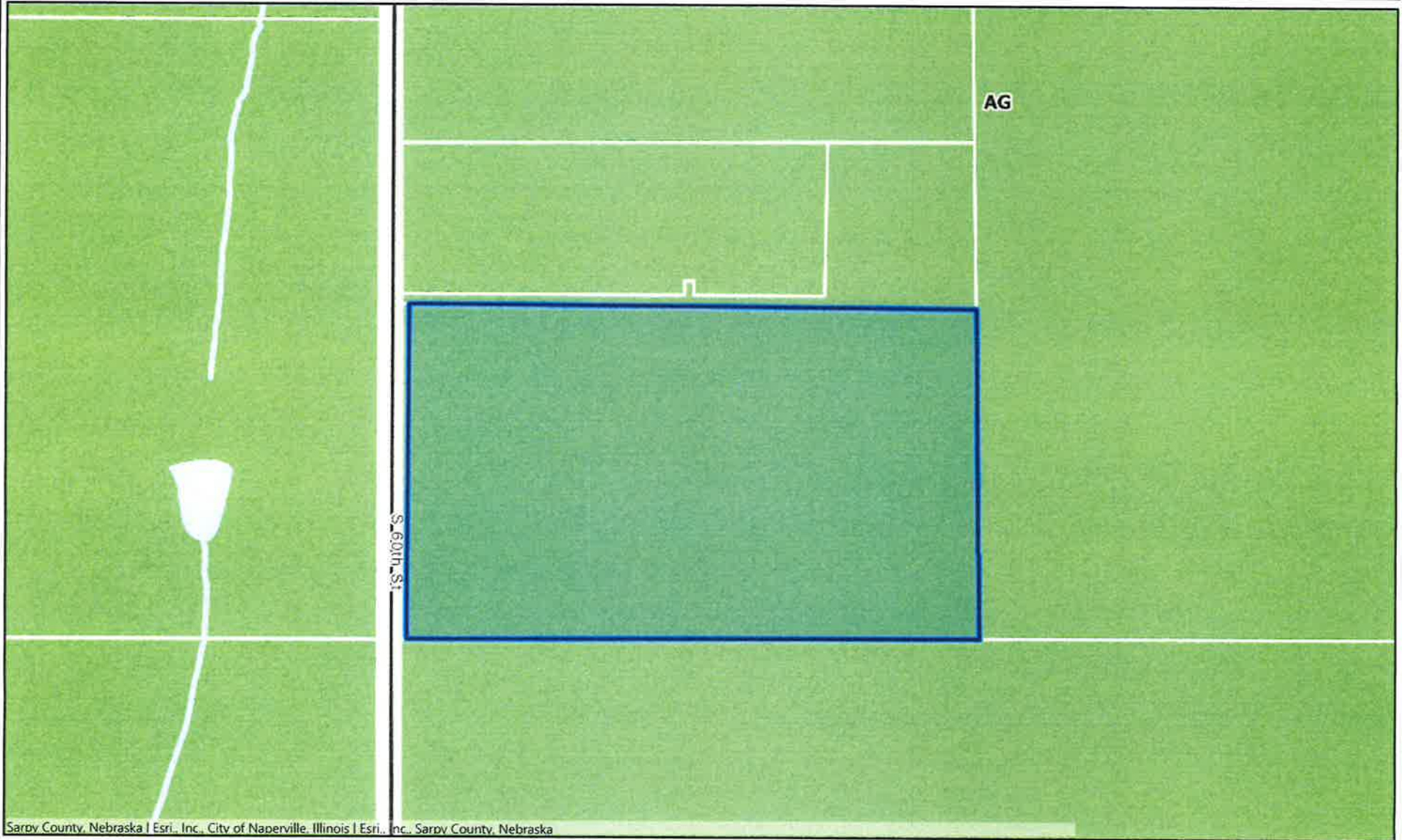
1. Woodsonia Real Estate Inc. – Drew Snyder
2. Thompson, Dreessen & Dorner, Inc. – Bradley Huyck
3. Larry Jobeun
5. Public Upon Request

\_\_\_\_\_  
Assistant Planning Manager

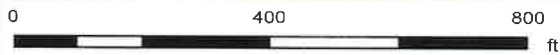
*Sammi R Palm* 05/06/22

\_\_\_\_\_  
Planning Manager

\_\_\_\_\_  
Date of Report



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



Map Scale 1: 4514

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



Notes





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



Map Scale 1: 4514

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



# Woodsonia

Real Estate Inc

February 22, 2022

Ms. Tammi Palm  
Land Use Planner  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Lakewood West  
Rezoning Justification  
TD2 File No. 2069-133

Ms. Palm:

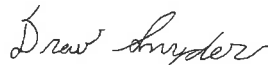
We believe the rezoning request from AG to RG-50 is justified because the proposed development will be compatible with, and complementary to, existing and planned developments that are to the east, west and south of this project. The existing and planned developments to the east, west and south are single-family, commercial and multifamily developments.

In addition, the planned development conforms to the City of Bellevue's future land use. The proposed plat meets the zoning requirements for RG-50.

Please contact us with further questions, comments or if additional information is required.

Respectfully submitted,

Woodsonia Acquisitions, LLC



Drew Snyder

RECEIVED  
FEB 22 2022  
PLANNING DEPT.



11b1.  
6/21/2022

# LAKWOOD WEST

LOTS 192 THROUGH 266 AND OUTLOT I  
SARPY COUNTY, NEBRASKA



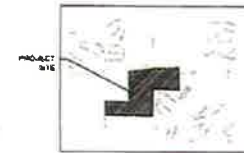
Thornton, Griesbach & Grier, PC  
10636 Oak Hill Rd  
Omaha, NE 68154  
p-402-330-8880 www.td2co.com

Lakewood West  
Phase 2

Woodsonia  
Lakewood West  
LLC

TAX LOT 16B

TAX LOT 16A



VICINITY MAP

SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

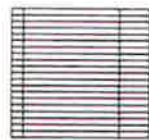
NOTES

LEGEND

- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- PROPOSED DRIVE WIDTH
- PROPOSED DRIVEWAY WIDTH
- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY UNDERLAY
- PROPOSED DRIVEWAY



RECEIVED  
APR 19 2022  
PLANNING DEPT.



Drawn By: CHC      Reviewed By: [Signature]

Preliminary Plat

Exhibit A

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
6/21/2022

|                                  |                          |                              |                                     |                      |                          |
|----------------------------------|--------------------------|------------------------------|-------------------------------------|----------------------|--------------------------|
| COUNCIL MEETING DATE: 05/17/2022 |                          | SUBMITTED BY: Administration |                                     | Legal                |                          |
| AGENDA ITEM:                     |                          | CONSENT AGENDA               | <input type="checkbox"/>            | SPECIAL PRESENTATION | <input type="checkbox"/> |
| LIQUOR LICENSE                   | <input type="checkbox"/> | ORDINANCE                    | <input checked="" type="checkbox"/> | PUBLIC HEARING       | <input type="checkbox"/> |
| RESOLUTION                       | <input type="checkbox"/> | CURRENT BUSINESS             | <input type="checkbox"/>            | OTHER                | <input type="checkbox"/> |

SUBJECT:

An Ordinance to Approve the Sale and Conveyance of One Parcel of City Property to Eastern Nebraska Community Action Partnership (ENCAP) and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:

The City of Bellevue currently owns the parcel located at 1003 Lincoln Road, Bellevue, NE. The parcel is the current location of the Bellevue Public Library. With the upcoming relocation of the library, the City has identified a future use for the old library building if the sale of the property to ENCAP is approved. ENCAP will utilize the property as the new location for the Bellevue Food Pantry. ENCAP desires to enter into a Purchase Agreement with the City for the sale of said parcel for the purchase price of \$500,000.00.

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 Ordinance 4101 and authorize the Mayor to sign Purchase Agreement.

ATTACHMENTS:

- |  |  |                         |
|--|--|-------------------------|
| 1. <input type="text" value="Ordinance 4101"/> | 2. <input type="text" value="Purchase Agreement"/> | 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:





### ADDENDUM TO PURCHASE AGREEMENT

DATED 04/13/2022

Property Address 1003 Lincoln Dr, Bellevue NE 68005

It is hereby agreed and understood that:

Applicable Conditions: This Agreement is conditioned upon the happening of each of the following events:

a. The balance of \$475,000.00 will be paid by cash in wire-transferred funds or certified or cashier's check at time of delivery of deed and with seller financing. The seller financing will include the balance of \$475,000.00 ("Seller Financing Balance") being amortized over Five (5) years paid annually by December 31st of each year. The payment period will start upon possession of the property and will continue for a period of 5 annual payments until the remaining balance is paid in full. The seller financing will be separately documented by a promissory note, and said debt will be secured by a deed of trust filed on the Property to secure any monies still owed to the Seller under this Agreement. Buyer will be responsible for drafting all documents for financing and payments.

b. Within ten (10) days of contract acceptance, Seller shall deliver to Purchaser copies of the following documents that are in Seller's possession or control: a) any surveys of the Property; b) any existing environmental studies, surveys and notices; c) any notices from governmental agencies regarding zoning, eminent domain, safety or traffic; d) any and all leases tied to the Property; and e) engineering, architectural or other reports.

c. Due Diligence: Purchaser shall have ninety (90) days from the date of contract acceptance ("Due Diligence Period") to inspect the Property and complete engineering, environmental and such other studies/inspections Purchaser requires to determine condition and to verify that the Property is suitable for Purchaser's intended use. If Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for its use, Purchaser may terminate this Agreement by giving the Seller written notice upon delivery of which all parties shall be deemed to have consented to the return of the Earnest Deposit to Purchaser. If the Purchaser moves forward with the purchase, the Earnest Deposit will be credited against the purchase price at closing. Closing date to occur at the end of due diligence period or sooner; should buyers complete due diligence earlier than agreed upon in this contract, closing date could be moved up if all terms met and if agreed upon by all parties.

d. The City of Bellevue is to continue caring for the property and grounds until the buyer takes physical possession of the property.

e. Buyer and Seller acknowledge that this Agreement (and parties obligations hereunder) are contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202 ("Remonstrance Period"). The Remonstrance period shall begin immediately following passage and publication of an ordinance to approve the sale of the Property by Seller's City Council. If remonstrance petition is successfully filed pursuant to Neb. Rev. Stat. 16-202 before the expiration of the Remonstrance Period and thereafter successfully upheld, then this Agreement shall be automatically terminated and the Earnest Money shall be returned to Buyer. If the Remonstrance Period is successfully completed, the successful completion date shall be referred to herein as the "Remonstrance Date".

All other terms and conditions to remain the same.

|                  |   |   |
|------------------|---|---|
| Date             | <i>Aaron Bowen</i>  | dotloop verified<br>05/13/22 1:29 PM CDT<br>ST34-ZVYP-K9ZC-VWPY |
|                  | Purchaser   |   |
| <i>Sarah Guy</i> | dotloop verified<br>05/13/22 1:09 AM CDT<br>SVNB-UNSQ-Q59R-SXAC |   |
| Witness          | Purchaser   |   |
| Date             |   |   |
|                  | Seller  |   |
| Witness          |   |   |
|                  | Seller  |   |

dotloop signature verification: <https://dtlp.us/LnX-lcqh-pZ2E>

04/13/2022

1003 Lincoln Dr, Bellevue NE 68005

Applicable Conditions: This Agreement is conditioned upon the happening of each of the following events:

a. The balance of \$475,000.00 will be paid by cash in wire-transferred funds or certified or cashier's check at time of delivery of deed and with seller financing. The seller financing will include the balance of \$475,000.00 ("Seller Financing Balance") being amortized over Five (5) years paid annually by December 31st of each year. The payment period will start upon possession of the property and will continue for a period of 5 annual payments until the remaining balance is paid in full. The seller financing will be separately documented by a promissory note, and said debt will be secured by a deed of trust filed on the Property to secure any monies still owed to the Seller under this Agreement. Buyer will be responsible for drafting all documents for financing and payments.

b. Within ten (10) days of contract acceptance, Seller shall deliver to Purchaser copies of the following documents that are in Seller's possession or control: a) any surveys of the Property; b) any existing environmental studies, surveys and notices; c) any notices from governmental agencies regarding zoning, eminent domain, safety or traffic; d) any and all leases tied to the Property; and e) engineering, architectural or other reports.

c. Due Diligence: Purchaser shall have ninety (90) days from the date of contract acceptance ("Due Diligence Period") to inspect the Property and complete engineering, environmental and such other studies/inspections Purchaser requires to determine condition and to verify that the Property is suitable for Purchaser's intended use. If Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for its use, Purchaser may terminate this Agreement by giving the Seller written notice upon delivery of which all parties shall be deemed to have consented to the return of the Earnest Deposit to Purchaser. If the Purchaser moves forward with the purchase, the Earnest Deposit will be credited against the purchase price at closing. Closing date to occur at the end of due diligence period or sooner; should buyers complete due diligence earlier than agreed upon in this contract, closing date could be moved up if all terms met and if agreed upon by all parties.

d. The City of Bellevue is to continue caring for the property and grounds until the buyer takes physical possession of the property.

e. Buyer and Seller acknowledge that this Agreement (and parties obligations hereunder) are contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202 ("Remonstrance Period"). The Remonstrance period shall begin immediately following passage and publication of an ordinance to approve the sale of the Property by Seller's City Council. If remonstrance petition is successfully filed pursuant to Neb. Rev. Stat. 16-202 before the expiration of the Remonstrance Period and thereafter successfully upheld, then this Agreement shall be automatically terminated and the Earnest Money shall be returned to Buyer. If the Remonstrance Period is successfully completed, the successful completion date shall be referred to herein as the "Remonstrance Date".



dotloop verified  
05/13/22 1:29 PM CDT  
5T34-ZVYP-K9ZC-WVPY

*Sarah Guy*

dotloop verified  
05/13/22 1:09 AM CDT  
SVNB-UNSQ-QS9R-SXAC

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

DOWNLOAD

PRINT

REVIEW NOTES (1)

EDIT

SHARE

04/04/2022

1003 Lincoln Dr

Bellevue, NE

68005

TAX LOT 15B1A1, TAX LOTS 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2 & 15B1B3 25-14-13

[Redacted]

- [Redacted]

500,000.00      Five Hundred Thousand      25,000.00

Please see attached addendum for complete terms regarding offer deadlines, due diligence and financing terms.

- 
- 

-

TBD

DOWNLOAD

PRINT

REVIEW NOTES (2)

EDIT

SHARE

06/06/2022

5

P

\_\_\_\_\_  
 Sarah Guy \_\_\_\_\_  
 \_\_\_\_\_

295.0

\_\_\_\_\_  
 \_\_\_\_\_

*Aaron Bowen*

dotloop verified  
05/13/22 1:29 PM CDT  
B3MY-DNUJ-HVX3-EASV

SIGNATURE

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

SIGNATURE

1003 Lincoln Way

Bellevue

NE

68005

\_\_\_\_\_

601 Chateau Drive, Bellevue, NE 68005

DOWNLOAD

PRINT

REVIEW NOTES (2)

EDIT

SHARE

ENCAP 25,000.00

SIGNATURE

SIGNATURE  
SIGNATURE

SIGNATURE  
SIGNATURE

SIGNATURE  
SIGNATURE

1003 Lincoln Way, Bellevue NE 68005

Blank Addendum to Purchase Agree...  
EDIT IN PRIVATE (ONLY YOU CAN SEE YOUR EDITS)

DOWNLOAD

PRINT

REVIEW NOTES (2)

EDIT

SHARE

ORDINANCE NO. 4101

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF ONE PARCEL OF CITY PROPERTY TO EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (ENCAP) AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Purchase Agreement, consisting of one parcel in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Eastern Nebraska Community Action Partnership (ENCAP) is a private, non-profit organization that desires to purchase from the City the above-described parcel of City-owned land; and

WHEREAS, the City is currently using the property as the Bellevue Public Library, which will soon be relocated to a different location. The City has identified a future use for the above-described parcel, under the ownership of ENCAP, as the Bellevue Food Pantry following the relocation of the Bellevue Public Library; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described parcel to ENCAP for the price of Five Hundred Thousand and No/100 Dollars (\$500,000.00); and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bellevue as follows:

**Section 1:** That the real estate legally described in the Purchase Agreement attached hereto shall be sold and conveyed to ENCAP.

**Section 2:** That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Purchase Agreement attached hereto.

**Section 3:** That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Deed referenced in the Addendum to the Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

**Section 4: Effective Date and Publication.** This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

**Section 5: Additional Publication and Remonstrance.** That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation on the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance

petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
6/21/2022

|   |   |   |   |                  |  |
|---|---|---|---|------------------|--|
| COUNCIL MEETING DATE: 06/07/2022        |   | SUBMITTED BY: Tammi Palm                |   | Planning Manager |  |
| AGENDA ITEM:                            |   | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> |                  |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> |   |                  |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>          |   |                  |  |

SUBJECT:

Request to rezone the Irregular Northeastly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to BG for the purpose of commercial development. Applicant: City of Bellevue. General Location: Highway 75 and Highway 34

SYNOPSIS/BACKGROUND:

The City of Bellevue is requesting to rezone the Irregular Northeastly part of Tax Lots 14A and 14B, for the purpose of commercial development. This property will be annexed June 2, 2022 per Ordinance No. 4087, approved May 3, 2022. The city recently purchased this property to enable commercial development and is working with a developer(s) to facilitate a project for this area. This rezoning request is the first necessary step towards the development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

|   |  |   |                      |   |                             |
|---|--|---|----------------------|---|-----------------------------|
| 1 | Planning Commission Recommendation Sheet | 2 | Staff Report         | 3 | Rezoning Ordinance No. 4102 |
| 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 Bellins*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4102

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 HIGHWAY 75 AND HIGHWAY 34, 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 parcels of land:

Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to BG (General Business District)

(The 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 \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

Case #: Z-2205-07

CITY COUNCIL HEARING DATE: June 21, 2022

REQUEST: to rezone irregular northeasterly part of Tax Lots 14A and 14B, located in Northwest ¼ of Section 23, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from AG (Agricultural District) to BG (General Business District) for the purpose of commercial development.

On May 26, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

***APPROVAL*** based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

VOTE:

| Yes: | Seven:    | No: | Zero: | Abstain: | Zero: | Absent: | Two:     |
|------|-----------|-----|-------|----------|-------|---------|----------|
|      | Casey     |     |       |          |       |         | Jacobson |
|      | Hankins   |     |       |          |       |         | Perrin   |
|      | Ritz      |     |       |          |       |         |          |
|      | Aerni     |     |       |          |       |         |          |
|      | Cutsforth |     |       |          |       |         |          |
|      | Ackley    |     |       |          |       |         |          |
|      | Compton   |     |       |          |       |         |          |

Planning Commission Hearing (s) was held on: May 26, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

CASE NUMBER: Z-2205-07

FOR HEARING OF:

REPORT #1: May 26, 2022

REPORT #1: June 21, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

#### B. PROPERTY OWNER:

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

#### C. GENERAL LOCATION:

Highway 75 and Highway 34

#### D. LEGAL DESCRIPTION:

Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest  $\frac{1}{4}$  of Section 23, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

Rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, from AG to BG

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

AG, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to facilitate commercial development.

**H. SIZE OF SITE:**

The site is approximately 43.33 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation.

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

- 1. **North:** Single Family Residential, AG
- 2. **East:** Vacant, AG
- 3. **South:** Vacant, AG (across Highway 34)
- 4. **West:** Vacant, AG (across Highway 75)

**C. REVELANT CASE HISTORY:**

- 1. On May 3, 2022, Ordinance No. 4087 was approved to annex this property effective June 2, 2022.
- 2. On May 26, 2022, the Planning Commission recommended approval of a request to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B, located in the Northwest ¼ of Section 23, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to BG to facilitate commercial development.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan shows this area as a regional activity center.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The Nebraska Department of Transportation (NDOT) estimates the annual average daily traffic flow at 24,255 vehicles along Highway 75 near the intersection of Highway 34. Along Highway 34, 9,190 vehicles are estimated near the intersection of Highway 75.

2. Access is being planned through the development process. The property does have access to Highway 34 as previously determined by NDOT.

**D. UTILITIES:**

All utilities will be constructed to serve this property.

**E. ANALYSIS:**

1. The City of Bellevue is requesting to rezone the Irregular Northeasterly part of Tax Lots 14A and 14B for the purpose of commercial development.

2. Per Ordinance No. 4087 approved on May 3, 2022, this property will be annexed effective June 2, 2022.

3. The city recently purchased this property to enable commercial development. The city is presently working with a developer(s) to facilitate a project for this area. This rezoning request is the first step necessary towards development.

4. This property is currently zoned AG. The intent of the BG zoning district is to provide for a wide range of retail and service establishments, such as professional offices, restaurants, grocery stores, convenience stores, specialty shops, call centers, banks, and medical offices.

5. The Future Land Use Map of the Comprehensive Plan designates this property as a regional activity center. The Comprehensive Plan states the RAC “contains the shopping, services, recreation, employment, and institutional facilities that are desired and utilized by residents of a large region.” The center of a regional activity center should include a number of major employers and other amenities that support a large area such as dining, entertainment, and public and quasi-public uses.

The proposed zoning is in conformance with the Comprehensive Plan.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

1. Zoning/Vicinity Map
2. 2020 GIS aerial photo of the property

**VII. COPIES OF REPORT TO:**

1. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      05/31/22  
Date of Report



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



Map Scale 1: 6370

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



Notes





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



Map Scale 1: 9028

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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
6/21/2022

|   |   |   |
|---|---|---|
| COUNCIL MEETING DATE: 06/21/2022        | SUBMITTED BY: Dean Dunn                       | Public Works                                  |
| 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:

Street/Alley Vacation Application (SV- 2205-02)

SYNOPSIS/BACKGROUND:

Request to vacate Harvell circle Right-of-Way north of Herman Drive, Lot 1 Harvell Center (Parcel#011301171), Lot 1 Harvell Center Replat 1 (Parcel #01157742), Lot 2 Harvell Center Replat 1 (Parcel#011577444), Lot 3 Harvell Center (Parcel #011301201). Sarpy County, Nebraska.

|                     |                     |                           |
|---------------------|---------------------|---------------------------|
| FISCAL IMPACT: 0.00 | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?: NO |
|---------------------|---------------------|---------------------------|

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve the request to vacate Harvell Circle Right -of-Way north of Herman Drive. Lot 1 Harvell Center (Parcel#011301171), Lot 1 Harvell Center Replat 1 (Parcel #01157742), Lot 2 Harvell Center Replat 1 (Parcel#011577444), Lot 3 Harvell Center (Parcel #011301201). Sarpy County, Nebraska.

ATTACHMENTS:

|                   |                |    |
|-------------------|----------------|----|
| 1. Ordinance 4103 | 2. Application | 3. |
| 4.                | 5.             | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*A. Bree Rollins*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*

**ORDINANCE NO. 4103**

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING Harvell Circle Right-of-Way north of Herman Drive, Lot 1 Harvell Center (Parcel #011301171), Lot 1 Harvell Center Replat 1 (Parcel #01157742), Lot 2 Harvell Center Replat 1 (Parcel #011577444), Lot 3 Harvell Center (Parcel #011301201) Sarpy County, Nebraska. NOT HERETOFORE VACATED, REPEALING ALL ORDINANCES AND ALL PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bellevue, Nebraska, has determined that no damages will accrue to any citizen of the City of Bellevue, nor to any owners of property herein by reason of the proposed vacation.

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

Section 1. It is hereby declared necessary, expedient and proper to vacate Harvell Circle Right-of-Way north of Herman Drive, Lot 1 Harvell Center (Parcel #011301171), Lot 1 Harvell Center Replat 1 (Parcel #01157742), Lot 2 Harvell Center Replat 1 (Parcel #011577444), Lot 3 Harvell Center (Parcel #011301201) Sarpy County, Nebraska, more particularly described in Exhibit "A", and, be and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers;

and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective after its passage, approval and publication according to law.

Section 4. The City retains the rights to all easements.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_



Application Number: \_\_\_\_\_

Date of Application: May 18, 2022

Public Works Department  
1500 Wall Street  
Bellevue, NE 68005  
Ph: 402-293-3025

**STREET/ALLEY VACATION APPLICATION**

Name: Bellevue University - Dr. Mary Hawkins

Address: 1000 Galvin Road South Bellevue, NE 68005  
Street City/State/Zip Code

Phone Number: 402-557-7005

Briefly state the reason for this request: Campus Expansion

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal description of street/alley to be vacated: Harvell Circle Right-of-Way north of Herman Drive

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please attach a copy of the Street / Alley Vacation Petition as required.*

Mary Hawkins  
Signature of Applicant

**STREET / ALLEY VACATION PETITION**

*Please read the following carefully:*

The following information is required by the Public Works Department and is to assist you in the property preparation of this petition by calling your attention to the following requirements:

1. Only the signature of the legal owner (s) whose property abuts the street or alley to be vacated is valid.
2. The person who signs the petition must be recorded property owners as listed in the Book of Deeds in the Sarpy County Register of Deeds Office. Ownership will be verified by the Public Works Department.

We, the undersigned owners of property, representing more than 75% of the abutting property, hereby ask and petition that the necessary action be taken to vacate: \_\_\_\_\_

Harvell Circle Right-of-Way north of Herman Drive

and we, hereby respectively waive any and all damages, or claims for damages, by reason of said vacating.

| NAME OF OWNER                                    | DATE SIGNED      | DESCRIPTION OF PROPERTY                           |
|--|------------------|---|
| Dr. Mary Hawkins - Bellevue University President |                  | Lot 1 Harvell Center (Parcel #011301171)          |
| Dr. Mary Hawkins - Bellevue University President |                  | Lot 1 Harvell Center Replat 1 (Parcel #011577442) |
| Dr. Mary Hawkins - Bellevue University President |                  | Lot 2 Harvell Center Replat 1 (Parcel #011577444) |
| Dr. Mary Hawkins - Bellevue University President |                  | Lot 3 Harvell Center (Parcel #011301201)          |
| <i>Mary Hawkins</i>                              | <i>May, 2022</i> |   |
|  |                  |   |
|  |                  |   |
|  |                  |   |
|  |                  |   |
|  |                  |   |

**STREET / ALLEY VACATION AGREEMENT**

That portion of the street/alley platted in \_\_\_\_\_

\_\_\_\_\_

located in the \_\_\_\_\_, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**14a.**  
**6/21/2022**

|                                  |                          |                          |                          |                      |                                     |
|----------------------------------|--------------------------|--------------------------|--------------------------|----------------------|-------------------------------------|
| COUNCIL MEETING DATE: 06/21/2022 |                          | SUBMITTED BY: Tammi Palm |                          | Planning Manager     |                                     |
| AGENDA ITEM:                     |                          | CONSENT AGENDA           | <input type="checkbox"/> | SPECIAL PRESENTATION | <input type="checkbox"/>            |
| LIQUOR LICENSE                   | <input type="checkbox"/> | ORDINANCE                | <input type="checkbox"/> | PUBLIC HEARING       | <input checked="" type="checkbox"/> |
| RESOLUTION                       | <input type="checkbox"/> | CURRENT BUSINESS         | <input type="checkbox"/> | OTHER                | <input type="checkbox"/>            |

**SUBJECT:**

Approval of a request to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot F1B, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and final plat Lots 1 and 2, Fairview Business Park, Applicant: FFC Holdings, LLC. General location: Fort Crook Road South and Fairview Road.

**SYNOPSIS/BACKGROUND:**

Kyle Peterson, on behalf of FFC Holdings, LLC, is requesting approval of a request to preliminary plat and final plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot F1B, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, for the purpose of industrial development. The property was recently rezoned to ML (Light Manufacturing) to facilitate this development. The plat dedicates an additional 50 feet of right-of-way for Fairview Road. Proposed Lots 1 and 2 will have access from an existing ingress along Fort Crook Road South. Additional access points will have to be determined by the City of Bellevue Public Works Department along with the Nebraska Department of Transportation. A Traffic Impact Study was requested for this area and is in the process of being completed.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report         | 3. <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. Bree Hollins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: FFC Holdings, LLC

CASE #'s: S-2204-12 and S-2204-13

CITY COUNCIL HEARING DATE: June 21, 2022

REQUEST: to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot F1B, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and final plat Lots 1 and 2, Fairview Business Park. Applicant: FFC Holdings, LLC. General location: Fort Crook Road South and Fairview Road.

On May 26, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, and Comprehensive Plan.

VOTE:

| Yes: | Seven:    | No: | Zero: | Abstain: | Zero: | Absent: | Two:     |
|------|-----------|-----|-------|----------|-------|---------|----------|
|      | Casey     |     |       |          |       |         | Jacobson |
|      | Hankins   |     |       |          |       |         | Perrin   |
|      | Ritz      |     |       |          |       |         |          |
|      | Aerni     |     |       |          |       |         |          |
|      | Cutsforth |     |       |          |       |         |          |
|      | Ackley    |     |       |          |       |         |          |
|      | Compton   |     |       |          |       |         |          |

Planning Commission Hearing (s) was held on: May 26, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2204-12  
S-2204-13

FOR HEARING OF:  
REPORT #1: May 26, 2022  
REPORT #2: June 21, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

FFC Holdings, LLC  
Attn: Kyle Peterson  
11516 Miracle Hills Dr., Ste. 400  
Omaha, NE 68154

#### B. PROPERTY OWNERS:

FFC Holdings, LLC  
Attn: Kyle Peterson  
11516 Miracle Hills Dr., Ste. 400  
Omaha, NE 68154

#### C. GENERAL LOCATION:

Ft. Crook Road South and Fairview Road

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, Fairview Business Park, being a platting of part of Tax Lot F1A and part of Tax Lot J, except part for NRD, Tax Lot F1B, part of Tax Lot H, and Lot 1C, except part for NRD, Palmtag's Subdivision; all located in the Southwest  $\frac{1}{4}$  of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Preliminary plat Lots 1 and 2, Fairview Business Park, for the purpose of industrial development.
2. Final plat Lots 1 and 2, Fairview Business Park, for the purpose of industrial development.

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

ML/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a preliminary and final plat approval to enable industrial development.

**H. SIZE OF SITE:**

The site is approximately 61.868 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant with some wooded areas covered with vegetation. It is currently being used agriculturally.

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

1. **North:** Light Manufacturing/Vacant, ML and Offutt Airforce Base
2. **East:** Light Manufacturing/Vacant, ML and Offutt Airforce Base
3. **South:** Agriculture/Vacant, AG (across Fairview Rd)
4. **West:** Light Manufacturing/ Vacant, ML (across Fort Crook Road)

**C. REVELANT CASE HISTORY:**

1. On October 28, 2021, the Planning Commission recommended approval of a request to rezone Tax Lot F1A and part of Tax Lot J, except part for NRD, Tax Lot F1B, part of Tax Lot H, and Lot 1C, except part for NRD, Palmtag's Subdivision; all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to ML for the purpose of industrial development. The City Council approved the aforementioned request on December 7, 2021.
2. On May 26, 2022, the Planning Commission recommended approval of a request to preliminary plat Lots 1 and 2, Fairview Business Park, being a platting of Tax Lot F1B, part of Tax Lots F1A, H and J, except part for NRD, and Lot 1C, except part for NRD, Palmtag's Subdivision, all located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and final plat Lots 1 and 2, Fairview Business Park.

**D. APPLICABLE REGULATIONS:**

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

2. Chapter 4, Subdivision Regulations, regarding Final Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

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

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

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

None

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

1. MAPA traffic data estimates the following near the interchange of Fort Crook Road and the Highway 75 northbound entrance ramp: 6,900 vehicles per day along the north leg, 100 vehicles per day along the east leg, 3,200 vehicles per day along the south leg, and 100 vehicles per day along the west leg. No traffic data is available currently for the intersection of Fort Crook Road and Fairview Road. This information will be provided with the traffic study being conducted in the area.

2. Proposed Lots 1 and 2 will have access from an existing ingress along Fort Crook Road South. Any additional access points will have to be determined by the City of Bellevue Public Works Department along with the Nebraska Department of Transportation (NDOT).

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

All utilities will be constructed to serve this development.

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

1. Kyle Peterson, on behalf of FFC Holdings LLC, has submitted a request to preliminary plat and final plat Lots 1 and 2, Fairview Business Park, for the purpose of industrial development.

2. This property was recently rezoned to ML (Light Manufacturing) to facilitate development.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department,

Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Bellevue Public School District.

Engineering Manager Dean Dunn had technical comments regarding the plat. These comments have since been satisfied.

Michael Sharp, Sarpy County Surveyor, commented on right-of-way dedication along Fairview Road and technical comments regarding the plat. These comments have been satisfied.

The proposed plat dedicates an additional 50' of right-of-way for Fairview Road. The additional right-of-way will allow for channel maintenance of an existing drainage ditch.

No other comments were received on this case.

4. Proposed Lots 1 and 2 will have access from an existing ingress along Fort Crook Road South. Any additional access points will have to be determined by the City of Bellevue Public Works Department along with the Nebraska Department of Transportation.

5. A Traffic Impact Study was requested for this area and is in the process of being completed. Results of the completed traffic study will impact the entire development area. The Public Works Department and NDOT will review the completed traffic study and determine the necessary improvements. Permits will not be issued for this development (or adjacent ones) until such time as improvements have been determined and construction has been agreed upon.

6. The developer will be required to pay a park development fee in the amount of \$64,961.40. The fee will need to be paid prior to recording the final plat.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

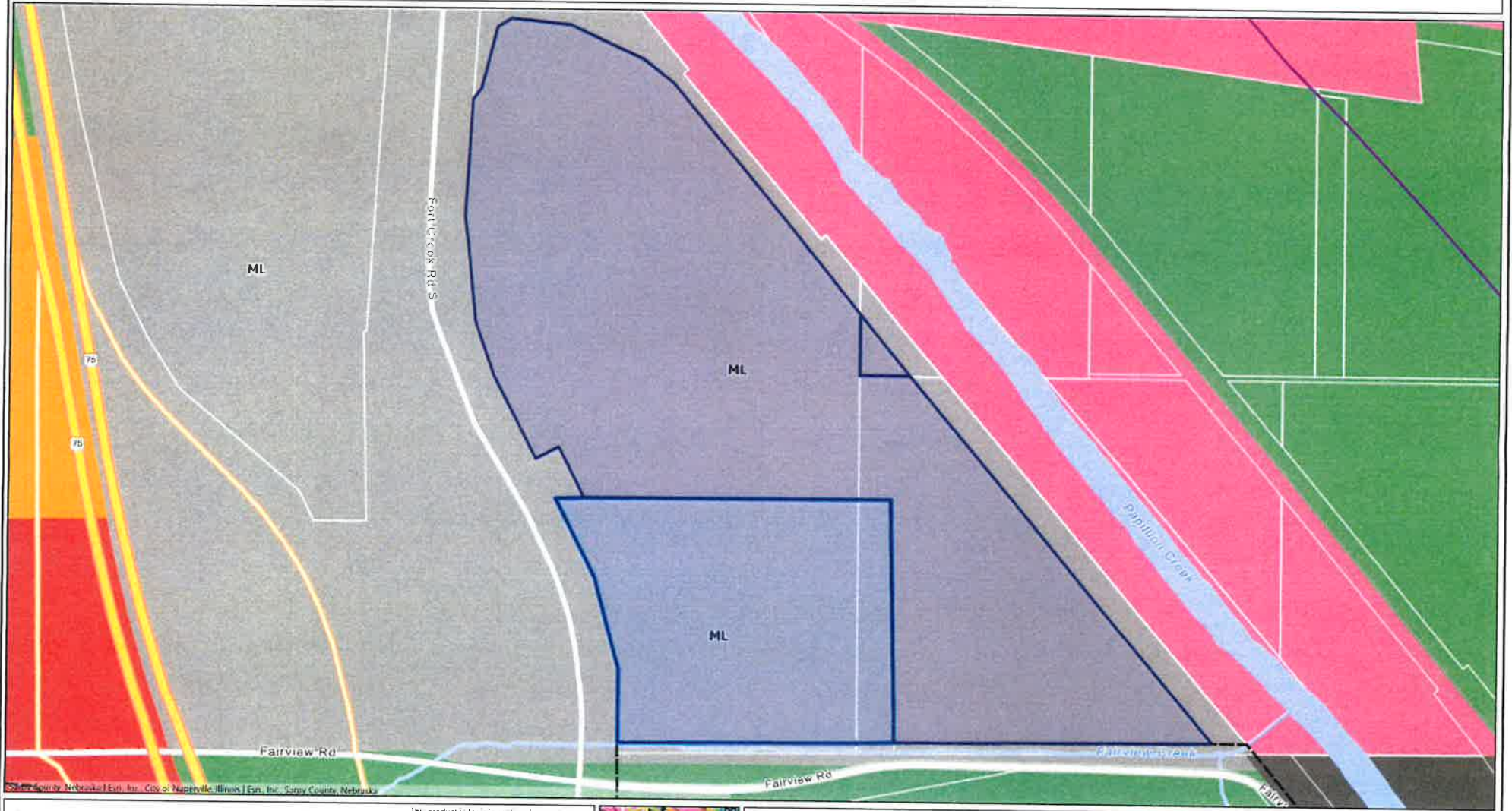
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Preliminary plat receive May 16, 2022
4. Final plat received May 16, 2022

**VII. COPIES OF REPORT TO:**

1. FCC Holdings, LLC
2. E & A Consulting Group
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



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

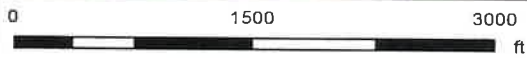


Map Scale 1: 4514

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



Map Scale 1: 18056

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



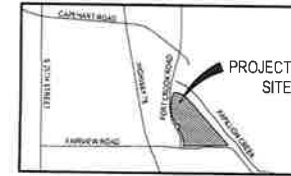
Notes



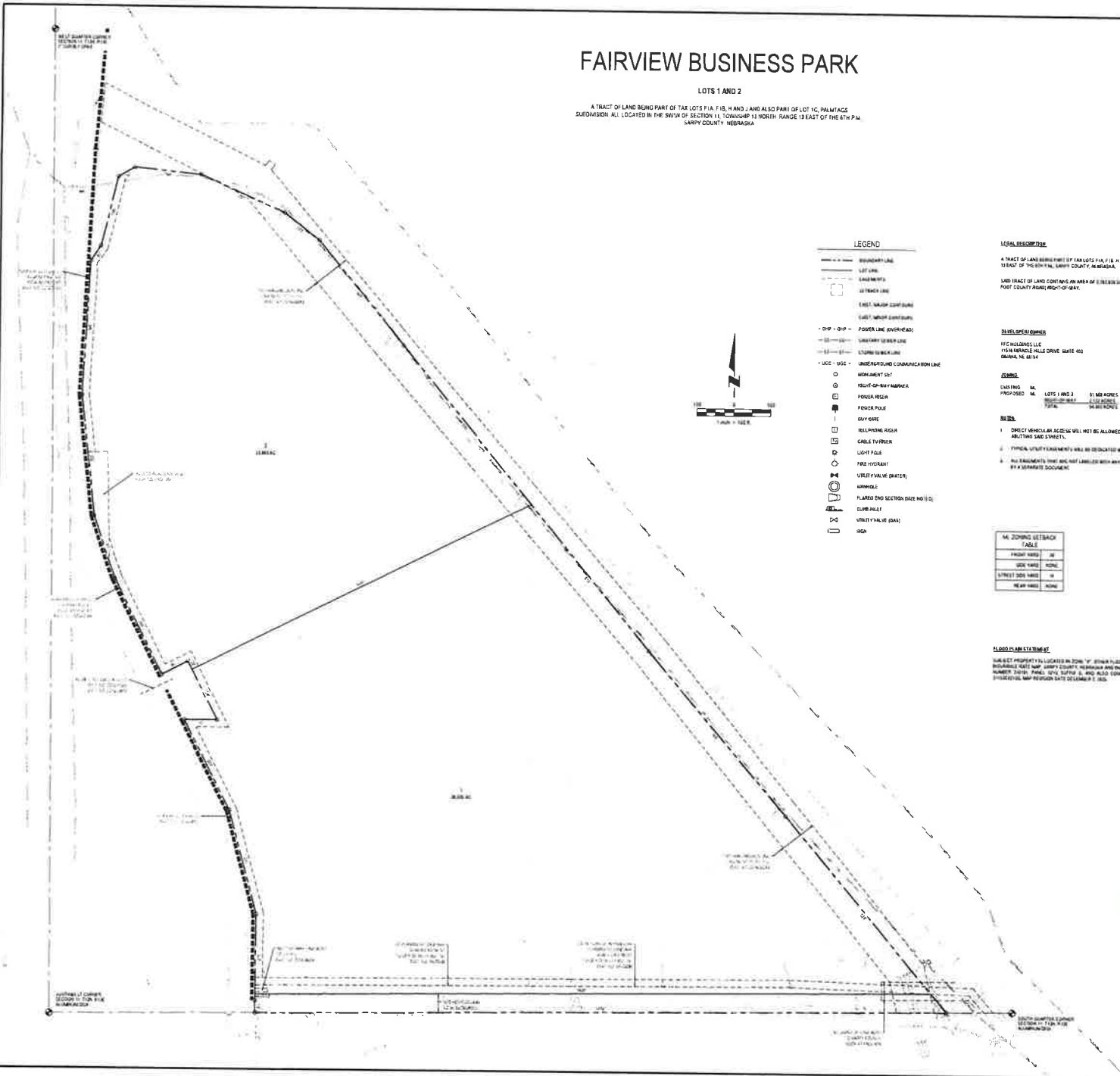
# FAIRVIEW BUSINESS PARK

LOTS 1 AND 2

A TRACT OF LAND BEING PART OF TAX LOTS F1A, F1B, H AND J AND ALSO PART OF LOT 1C, PRAMTAGS SUBDIVISION A-1, LOCATED IN THE SW1/4 OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SHERIDAN COUNTY, NEBRASKA.



VICINITY MAP



- LEGEND**
- BOUNDARY LINE
  - - - - EASEMENTS
  - - - - UTILITY LINE
  - - - - EAST MAIN EASEMENT
  - - - - EAST MAIN EASEMENT
  - - - - POWER LINE (OVERHEAD)
  - - - - UTILITY EASEMENT LINE
  - - - - STORM SEWER LINE
  - - - - UNDERGROUND COMMUNICATION LINE
  - MONUMENT SET
  - RIGHT-OF-WAY MARKER
  - POWER RESERVOIR
  - POWER POLE
  - GUY WIRE
  - TELEPHONE MESH
  - CABLE TRENCH
  - LIGHT POLE
  - FIRE HYDRANT
  - UTILITY VALVE (WATER)
  - MANHOLE
  - FLARED END SECTION (SIZE 10) (D)
  - CURB INLET
  - UTILITY VALVE (GAS)
  - SIGN

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING PART OF TAX LOTS F1A, F1B, H AND J AND ALSO PART OF LOT 1C, PRAMTAGS SUBDIVISION, ALL LOCATED IN THE SW1/4 OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SHERIDAN COUNTY, NEBRASKA.

SAD TRACT OF LAND CONTAINS AN AREA OF 0.7528 SQUARE FEET OR 0.0173 ACRES, MORE OR LESS, OF WHICH 0.1000 SQUARE FEET OR 0.0023 ACRES, MORE OR LESS, IS COVERED BY A 10' WIDE ROAD RIGHT-OF-WAY.

**DEVELOPER'S NOTES**

1. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.

2. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.

**PROPOSED**

|          |    |              |              |
|----------|----|--------------|--------------|
| EXISTING | AC | LOTS 1 AND 2 | 0.1000 ACRES |
| PROPOSED | AC | TOTAL        | 0.7528 ACRES |

- NOTES**
1. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.
  2. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.

**NO ZONING SETBACK TABLE**

| FRONT YARD | REAR YARD |
|------------|-----------|
| 5'         | 5'        |
| 5'         | 5'        |
| 5'         | 5'        |

**FLOOD PLANE ELEVATION**

BASE ELEVATION SHALL BE 5500.00' (5500.00' FLOOD PLANE) AND ALSO FLOODPLAIN AREA SHALL BE 5500.00' AS SHOWN ON FLOOD PLANE MAP, SHERIDAN COUNTY, NEBRASKA AND INCORPORATED INTO ALL PERMITS FOR THE DEVELOPMENT OF THE PROJECT. ALL UTILITIES SHALL BE DEEPENED TO 48" BELOW FINISHED GRADE.

RECEIVED  
MAY 16 2022  
PLANNING DEPT.

**E & A CONSULTING GROUP, INC.**  
Engineering & Planning • Environmental & Field Services  
1105 West 14th St., Suite 1401  
Lincoln, NE 68502



FAIRVIEW BUSINESS PARK  
LOT 1 AND 2  
SHERIDAN COUNTY, NEBRASKA

PRELIMINARY PLAN

| No. | DATE     | BY | DESCRIPTION |
|-----|----------|----|-------------|
| 1   | 05/16/22 | AS | RECEIVED    |
| 2   | 05/16/22 | AS | RECEIVED    |
| 3   | 05/16/22 | AS | RECEIVED    |
| 4   | 05/16/22 | AS | RECEIVED    |
| 5   | 05/16/22 | AS | RECEIVED    |

# FAIRVIEW BUSINESS PARK

LOTS 1 AND 2

A TRACT OF LAND BEING PART OF THE LOTS F, H, I AND J AND ALSO PART OF LOT K, PALMISADE SUBDIVISION ALL LOCATED IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SAMPY COUNTY, NEBRASKA

| SETBACK         | MINIMUM | MAXIMUM |
|-----------------|---------|---------|
| FRONT YARD      | 10'     | 15'     |
| REAR YARD       | 10'     | 15'     |
| LEFT SIDE YARD  | 5'      | 10'     |
| RIGHT SIDE YARD | 5'      | 10'     |

### LEGEND

- MONUMENT SET OUT HERE MEASUREMENT
- SUBDIVISION
- LOT LINE
- EASEMENT
- ⊕ EXIST. SECTION CORNER
- EXIST. SECTION LINE
- EXIST. PROPERTY LINE
- EXIST. EASEMENT
- UTILITY LINE
- MEASURED DISTANCE
- PROPOSED DISTANCE



### SECTION CORNERS

- WEST QUARTER CORNER SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. (E.C. 11-14-12)
- NORTHWEST CORNER SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. (E.C. 11-14-12)
- SOUTHWEST CORNER SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. (E.C. 11-14-12)
- SOUTHQUARTER CORNER SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. (E.C. 11-14-12)

### REMARKS

OWNER HEREBY PRESENTS THAT HE, HIS HEIRS, LEGAL SUCCESSORS, OWNERS OF THE PROPERTY, AND ALL OTHERS HAVE BEEN FULLY ADVISED OF THE CONTENTS OF THIS PLAN, HAVE READ AND UNDERSTOOD THE SAME, AND HAVE AGREED TO THE SAME. THE PROPERTY IS BEING OFFERED FOR SALE AS SHOWN ON THIS PLAN, AND THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

### PREPARED BY

\_\_\_\_\_ DATE \_\_\_\_\_

### APPROVAL OF NOTARY

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, I, \_\_\_\_\_, Notary Public for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original instrument presented to me for recording, and that the instrument was signed and acknowledged by the person or persons named therein as the grantor or grantors.

### NOTARY PUBLIC

### NOTES

1. DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO PARALLEL ROAD FRONT LOT.
2. ALL EASEMENTS OF ANY KIND SHALL BE DEEMED TO BE NECESSARY FOR THE PROPER USE OF THE PROPERTY.
3. ALL EASEMENTS THAT ARE NOT SHOWN ON THIS PLAN SHALL BE DEEMED TO BE NECESSARY FOR THE PROPER USE OF THE PROPERTY.
4. FURNISHED TO THE CITY OF BELLvue FOR REVIEW AND APPROVAL.

### SUBJECT PROPERTY

THIS TRACT OF LAND IS BEING OFFERED FOR SALE AS SHOWN ON THIS PLAN, AND THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

THIS TRACT OF LAND IS BEING OFFERED FOR SALE AS SHOWN ON THIS PLAN, AND THE BUYER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

### APPROVAL OF CITY

NAME \_\_\_\_\_ DATE \_\_\_\_\_

### RELEASE CITY RECORDS

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING RELEASED TO THE CITY RECORDS OF THE CITY OF BELLvue, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE CITY CLERK, \_\_\_\_\_.

### RECORD

DATE \_\_\_\_\_

### APPROVAL OF COUNTY

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING APPROVED BY THE COUNTY BOARD OF SAMPY COUNTY, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE COUNTY CLERK, \_\_\_\_\_.

### APPROVAL OF COUNTY ENGINEER

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING APPROVED BY THE COUNTY ENGINEER OF SAMPY COUNTY, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE COUNTY ENGINEER, \_\_\_\_\_.

### APPROVAL OF COUNTY SUPERVISOR

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING APPROVED BY THE COUNTY SUPERVISOR OF SAMPY COUNTY, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE COUNTY SUPERVISOR, \_\_\_\_\_.

### APPROVAL OF COUNTY DIRECTOR

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING APPROVED BY THE COUNTY DIRECTOR OF SAMPY COUNTY, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE COUNTY DIRECTOR, \_\_\_\_\_.

### APPROVAL OF COUNTY ENGINEER

THIS PLAN OF FAIRVIEW BUSINESS PARK IS BEING APPROVED BY THE COUNTY ENGINEER OF SAMPY COUNTY, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BY THE COUNTY ENGINEER, \_\_\_\_\_.

RECEIVED  
MAY 16 2022  
PLANNING DEPT.

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

1400 N. 10th St., Suite 100  
Lincoln, NE 68502  
Phone: 402.441.1111  
Fax: 402.441.1112

FAIRVIEW BUSINESS PARK  
LOTS 1 AND 2  
BELLvue, NEBRASKA

FINAL PLAN

| NO. | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| 1   | 5/16/22 | ISSUED FOR RECORD |
| 2   | 5/16/22 | RECORDED          |
| 3   | 5/16/22 | FILED             |



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
6/21/2022

|  |   |   |  |
|--|---|---|--|
| COUNCIL MEETING DATE: 06/21/2022               |   | SUBMITTED BY: Tammi Palm, Planning Manager    |  |
| AGENDA ITEM:                                   | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/>        | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Request to approve the Redevelopment Plan for Lot 1, College Apartments Addition. Applicant: Stella Realty LLC.  
General Location: 400 West 19th Avenue.

SYNOPSIS/BACKGROUND:

Stella Realty LLC is requesting approval of a redevelopment plan for of Lot 1, College Apartments Addition. The site is approximately 4.01 acres in size and is developed with three vacant buildings built in 1900 and a parking lot in need of significant repairs. The plan proposes redevelopment of Lot 1 into a 164-unit apartment community consisting of "lofted" style studio and one-bedroom apartments. The proposed amenities would include an in-ground pool, elevator access, clubhouse area, gym facilities, and a resident package delivery center. As part of the redevelopment plan, the applicant is requesting approval of \$4,028,917 in Tax Increment Financing.

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 Redevelopment Plan.

ATTACHMENTS:

|                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation    | 2. Staff Memo           | 3. Resolution 2022-15   |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*A. Bruce Robbins*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Stella Realty LLC

CASE #: ECD-55

CITY COUNCIL HEARING DATE: June 21, 2022

REQUEST: to approve the Redevelopment Plan for Lot 1, College Apartments Addition.

On April 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development.

**VOTE:**

| Yes: | Seven:    | No: | Zero: | Abstain: | Zero: | Absent: | Two:    |
|------|-----------|-----|-------|----------|-------|---------|---------|
|      | Casey     |     |       |          |       |         | Aerni   |
|      | Hankins   |     |       |          |       |         | Compton |
|      | Ritz      |     |       |          |       |         |         |
|      | Cutsforth |     |       |          |       |         |         |
|      | Ackley    |     |       |          |       |         |         |
|      | Perrin    |     |       |          |       |         |         |
|      | Jacobson  |     |       |          |       |         |         |

Planning Commission Hearing (s) was held on: April 28, 2022



City of Bellevue  
Planning Department

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

# MEMORANDUM

To: City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: June 9, 2022

RE: Proposed Redevelopment Plan for Lot 1, College  
Apartments Addition

Attached for your review and recommendation is the Redevelopment Plan for College Apartments Addition. This plan proposes the redevelopment of the property of Lot 1, College Apartments Addition. This area was previously designated as blighted and substandard by Resolution 2021-37 approved October 5, 2021. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 4.01 acres in size and is developed with three vacant buildings built in 1900 and a parking lot in need of significant repairs.

The applicant is proposing the redevelopment of Lot 1 into a 164-unit apartment community consisting of unique “lofted” style studio and one-bedroom apartments. Proposed amenities include an in-ground pool, elevator access, clubhouse area, gym facilities, and a resident package delivery center.

The applicant is estimating the property’s assessed valuation to be \$20,000,000 upon completion of the 164-unit apartment community on Lot 1, College Apartments Addition.

The Redevelopment Plan states the principal Tax Increment Financing (TIF) eligible redevelopment costs associated with the project are approximately \$4,751,600. The applicant is proposing the use of TIF to fund \$4,028,917 of expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review. Staff requested further

breakdown of costs which was received from the applicant on April 20, 2022 and is attached as a “conceptual budget” for review. Revisions were also requested

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area with a 4-acre parcel that has remained vacant and underutilized.

The existing buildings are vacant, in disrepair, suffering severe deterioration, unfit for human occupancy, and due to the existing deterioration, need to be demolished for health and safety concerns. As noted in the redevelopment plan, the Comprehensive Plan designates this area as multi-family residential. The site is currently zoned RG-8 (General Residential – 800 Square Feet). The proposed multi-family residential development is consistent with the existing uses adjacent to the property and conforms to the city’s Comprehensive Plan.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

#### PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the College Apartments Addition Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development.

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends APPROVAL of the College Apartments Addition Redevelopment Plan based conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of State Statutes, and the opportunity for infill development.

ELEVATION LOFTS OF BELLEVUE  
REDEVELOPMENT PROJECT PLAN

400 W. 19<sup>TH</sup> AVENUE  
BELLEVUE, NEBRASKA

March 24, 2022

Submitted by:

Applicant:<sup>1</sup>

Andrew Panebianco  
Maxim Realty Group  
Office: (402) 991-1162  
Direct: (402) 991-0573

Attorneys for Applicant:

Brent W. Beller  
Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Road, Suite C  
Omaha, Nebraska 68144  
(402) 334-0700

RECEIVED  
JUN 02 2022  
PLANNING DEPT.

## **Introduction:**

The attached redevelopment plan proposes to redevelop Lot 1, College Apartments Addition, an addition in the City of Bellevue, Sarpy County, Nebraska, together with the adjacent public right-of-way of Lawre Circle, into a 164-unit apartment community, consisting of unique “lofted” style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne (the “Development”). Some of the Development’s tenant amenities are to include: an in-ground pool, elevator access, clubhouse area, gym facility, and resident package delivery center. The proposed Development would bring in a needed density to a more mature areas of the City, which will continue to make the area a sustainable in a more mature area of Bellevue. The redevelopment project site includes all of the abutting and adjacent rights-of-way that will receive improvement as may be required by the City of Bellevue, Nebraska (the “City”).

## **Site History:**

The proposed redevelopment site contains approximately 4.01 acres of land. The property has long been used for a run-down apartment complex, consisting of three buildings and a parking lot used to serve the property. The buildings are now vacant, and no residents are living therein. Due to the existing conditions of the existing buildings, the buildings need to be demolished for health and safety concerns. The site is currently underdeveloped and underutilized. The existing buildings are vacant, in disrepair, suffering severe deterioration, are obsolete, and unfit for human occupancy. The site also contains poor soil conditions, including brick rubble and very soft and wet natural soil. Because of the poor soil conditions, the development of this site will require over-excavation and replacement of suitable materials or other stabilization methods to support the proposed buildings on the site. In addition, traffic circulation and access serving the site is inadequate for the effective utilization and redevelopment of this site.

The proposed location is located towards the top of a large hill offering wonderful views of the Missouri River and Iowa Bluffs. With the unique topography of the parcel, the Development will utilize an innovative parking design allowing some parking under the buildings as well as maintaining a clean and sophisticated front street view with the entries located at grade along both 19th Avenue and Lawre Circle. The cost of the public improvements, demolition of the buildings and other site development costs are estimated to be \$3,971,600.00, and the land acquisition costs are in the amount of \$780,000.00. Accordingly, the tax increment financing (“TIF”) eligible costs are in the amount of \$4,751,600.00. The itemized breakdown of TIF eligible costs is attached hereto as Exhibit A. The approval of the redevelopment plan will facilitate the rehabilitation and reuse of the proposed project site by creating the opportunity for TIF to be used as a financing mechanism to cover some of the TIF eligible costs. The assessed value of the proposed redevelopment site as of November 2021 was \$608,000. The proposed valuation upon full build-out of the site is expected to be approximately \$20,000,000, Exhibit B, is a map of the proposed redevelopment site, which reflects the boundaries of the site and the current zoning and use of the site.

In its present condition, the site would remain as an economic liability to this area and a detriment to the redevelopment of this area within the City. This area of the City has not experienced the level of growth as demonstrated in other areas of the City and will not experience growth unless the City takes an aggressive approach to assist in the redevelopment of the site and area by utilizing all the economic tools available, most notably TIF.

## **Substandard and Blighted:**

The Nebraska Community Redevelopment Law requires that the site be “Substandard” as defined under Neb. Rev. Stat. § 18-2103 (10) and “Blighted” as defined under Neb. Rev. Stat. § 18-2103(11),

Subsections (a) and (b).

An area is “Substandard” where “there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, because of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare.” Neb. Rev. Stat. §18-2103(10).

In meeting the definition of substandard, the City of Bellevue Planning Department believes this area is detrimental to public health, safety and welfare because the two vacant equipment sheds impose inherent risks to the public health, safety and welfare because of fire, vandalism, vermin and nuisance.

An area is “Blighted” where the site satisfies Subsection (a) of Neb. Rev. Stat. § 18 – 2103 (11) Section (a) and one (1) of the five (5) conditions under Subsection (b) of Neb. Rev. Stat. § 18- 2103 (11).

Subsection (a) provides that an area is blighted when “(a)n area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or in adequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of the site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety, morals or welfare in its present condition and use.” Neb. Rev. Stat. § 18-2103 (11) (a).

In order to be declared “Blighted”, the site must meet one (1) of the five (5) following additional conditions: “(i) unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses.” Neb. Rev. Stat. § 18 -2103(11) (b).

The area is eligible for a designation of blighted and substandard in accordance with the Community Development Law, Neb.Rev.St. §18-1201 et.seq. The area is one in which there is a deteriorating structure, unsafe conditions, conditions which threaten property, and conditions which substantially impairs the sound growth of the community. The area is detrimental to the public health, safety, morals and welfare in its present condition. The area has a lower average per capita income than the City of Bellevue. The area in Census Tract 101.06 in Sarpy County had a median per capita income of \$26,006.92, with a percentage below poverty rate at 13.8%. The area has had a stable or decreasing population based upon the last two decennial censuses. The area showed a population of 4386 persons in 2010 and a population of 4397 persons in 2019. The change of only eleven (11) persons is a stable population. The area meets the requirements of the Community Development Law to be declared as blighted by the City of Bellevue.

**Land Use/Zoning/Site Redevelopment:**

The site is currently zoned General Residential (RG -8). The zoning is consistent with the City's Comprehensive Development Plan and is compatible with the surrounding developments. The proposed redevelopment will not result in any material modification to the street layout, street levels or grades, or building codes and ordinances of the site. Additionally, the proposed redevelopment will not result in any material changes to the population densities, land coverage or building intensities of the area surrounding the site.

**Utilities/Infrastructure:**

Currently, utility services are located in public right-of-ways adjacent to the site and which may be required to be moved in connection with the redevelopment of the site and as required by the City. Additional utility services and public facilities will be added as may be necessary or required by the redevelopment of the site and as required by the City.

The redevelopment provides the mechanism to fund the public improvement costs through the use of TIF. The costs of the site utilities and public infrastructure improvements are estimated to be \$983,450 (See Exhibit A).

**TIF Compliance:**

The request meets the necessary requirements for consideration under the Nebraska Community Redevelopment Act. The project will provide an attractive and affordable new multi-family housing option in the City (market rate). The TIF proceeds will be used to cover all public improvement costs with the remaining balance of the TIF to be used for site specific TIF eligible costs. The project will have a positive economic growth to the City of Bellevue. Further, as set forth on Exhibit C attached hereto, the up-front costs associated with the acquisition and rehabilitation of the proposed site would be prohibitively high without TIF. As such, the Applicant requests TIF to help offset these costs such that the proposed redevelopment is feasible.

**Financing:**

The estimated value of the project upon full build-out is estimated to be \$20,000,000. Accordingly, the project will support the TIF request in the principal amount of \$4,028,917.00 with interest at the rate of four and one-half (4.5%) percent per annum. The amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

**TIF Cost Benefit Analysis:**

The proposed multi-family project provides for the continued redevelopment in an area of the City that has been relatively underutilized over the course of the last 10+ years. Because of the high development costs, the benefits of redeveloping this property are marginal to the developers. Accordingly, it is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur because of this and other improvements that are likely to follow within the surrounding area. The following benefits will result from the redevelopment of this area through the use of TIF:

- (1) The use of TIF will not result in tax shifts. The current level of taxes will continue to flow to the current taxing authorities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF.

(2) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset public infrastructure costs that are eligible for TIF.

(3) The revitalization of the site will have a positive impact on the employers and employees in the immediate area outside the site. Specifically, the redevelopment will continue to add viability to the surrounding area, and will make the site more aesthetically pleasing, which will result in a positive impact on the foot traffic of the surrounding businesses.

(4) The development of this site will continue to provide additional rental housing options in this part of the City.

(5) The long-term benefits resulting from the elimination of the substandard and blight conditions and the increase in the tax base resulting from the development are other valid justifications for the use of TIF for this project. The development project would not be economically feasible and would not occur within the proposed site without the use of TIF.

The project site meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this Redevelopment Plan.

Based upon the forgoing, the applicant respectfully requests TIF in the amount of \$4,028,917.00.

Respectfully Submitted

Exhibit A

TIF ELIGIBLE COSTS

| <b>Item</b>                              | <b>Cost</b>           |
|--|-----------------------|
| Acquisition Cost                         | \$780,000.00          |
| Architectural/Engineering                | \$750,000             |
| Demolition                               | \$1,363,500           |
| Site Work/Grading/Special Foundations    | \$874,650             |
| Site Utilities and Public Infrastructure | \$983,450             |
| <b>TOTAL</b>                             | <b>\$4,751,600.00</b> |



summary

|                |  |                 |   |  |
|----------------|--|-----------------|---|--|
| rent           | total monthly rent =                       | \$228,115.00    | -- ( mdu )                              |  |
|                | total monthly rent =                       | \$228,115.00    | -- ( combined )                         |  |
|                | Total monthly rent w/ 3% vacancy=          | \$221,271.55    |   |  |
| gross rent     | Total annual rent w/ 3% vacancy=           | \$2,655,258.60  | -- ( annual )                           |  |
| operating cost | annual operating cost =                    | \$880,020.44    |   |  |
| NOI            | NOI =                                      | \$1,775,238.16  | -- (net operating income)               |  |
| purchase price | investment purchase price =                | \$26,000,000.00 |   |  |
| improvements   | improvement costs =                        | \$-             |   |  |
| total invested | total purchase price + improvement costs = | \$26,000,000.00 |   |  |
| cap rate       | cap rate =                                 | 6.828%          | <<< ( cap rate = NOI / purchase price ) | <<< this cap rate currently includes a 4% management fee |

Exhibit C  
PROFORMA

Applicant: Elevation Lotts

| DATE | Total Taxable Valuation | Less Pre-Development Base | TF Taxable Valuation | Tax Levy | Tax Revenues | Treasurer's 1% Collection Fee | Revenues Available For TIF Loan | Debt Service Payments |                   |             | Loan Balance | Capitalized Interest |
|------|-------------------------|---------------------------|----------------------|----------|--------------|-------------------------------|---------------------------------|-----------------------|-------------------|-------------|--------------|----------------------|
|      |                         |                           |                      |          |              |                               |                                 | Principal             | Interest at 4.50% | Total       |              |                      |
| 0    |                         |                           |                      |          |              |                               |                                 |                       |                   |             |              |                      |
| 0.5  | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                               | \$0                   | \$0               | \$0         | \$3,700,000  |                      |
| 1    | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                               | \$0                   | \$0               | \$0         | \$3,783,250  | 83250                |
| 1.5  | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                               | \$0                   | \$0               | \$0         | \$3,868,373  | 85123                |
| 2    | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                               | \$0                   | \$0               | \$0         | \$3,955,411  | 87038                |
| 2.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$120,273             | \$90,999          | \$219,272   | \$4,144,400  | 60997                |
| 3    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$131,159             | \$66,113          | \$219,272   | \$3,916,130  | 0                    |
| 3.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$134,110             | \$65,162          | \$219,272   | \$3,784,976  | 0                    |
| 4    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$137,126             | \$62,144          | \$219,272   | \$3,650,856  | 0                    |
| 4.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$140,213             | \$79,059          | \$219,272   | \$3,513,736  | 0                    |
| 5    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$143,368             | \$75,934          | \$219,272   | \$3,373,525  | 0                    |
| 5.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$146,593             | \$72,679          | \$219,272   | \$3,230,157  | 0                    |
| 6    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$149,892             | \$69,380          | \$219,272   | \$3,083,564  | 0                    |
| 6.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$153,264             | \$66,038          | \$219,272   | \$2,933,672  | 0                    |
| 7    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$156,713             | \$62,559          | \$219,272   | \$2,780,408  | 0                    |
| 7.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$160,239             | \$59,033          | \$219,272   | \$2,623,695  | 0                    |
| 8    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$163,844             | \$55,428          | \$219,272   | \$2,463,456  | 0                    |
| 8.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$167,531             | \$51,741          | \$219,272   | \$2,299,612  | 0                    |
| 9    | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$171,300             | \$47,972          | \$219,272   | \$2,132,081  | 0                    |
| 9.5  | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$175,154             | \$44,116          | \$219,272   | \$1,960,701  | 0                    |
| 10   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$179,095             | \$40,177          | \$219,272   | \$1,785,627  | 0                    |
| 10.5 | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$183,126             | \$36,147          | \$219,272   | \$1,606,932  | 0                    |
| 11   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$187,245             | \$32,027          | \$219,272   | \$1,423,817  | 0                    |
| 11.5 | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$191,458             | \$27,814          | \$219,272   | \$1,236,162  | 0                    |
| 12   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$195,766             | \$23,536          | \$219,272   | \$1,044,704  | 0                    |
| 12.5 | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$200,171             | \$19,131          | \$219,272   | \$848,938    | 0                    |
| 13   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$204,675             | \$14,597          | \$219,272   | \$648,787    | 0                    |
| 13.5 | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$209,280             | \$9,932           | \$219,272   | \$444,092    | 0                    |
| 14   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$213,989             | \$5,237           | \$219,272   | \$234,812    | 0                    |
| 14.5 | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$218,802             | \$439             | \$219,272   | \$20,803     | 0                    |
| 15   | \$20,000,000            | \$608,000                 | \$19,392,000         | 2.28431  | 221487       | 2215                          | 219272                          | \$0                   | \$0               | \$0         | \$0          | 0                    |
|      |                         |                           |                      |          | \$5,756,662  | \$57,590                      | \$5,761,072                     | \$4,242,568           | \$1,239,412       | \$5,461,600 |              | \$544,408            |

NOTE: This information is provided to assist in analyzing the specific request to the TIF committee. This information is subject to change based on actual tax assessments. This schedule assumes a 90% real estate valuation and a 0% debt coverage ratio. The actual TIF amount available to fund site specific project cost will change based on the cost of public improvements.

|                         |             |
|-------------------------|-------------|
| Original Loan Amount    | \$3,700,000 |
| Capitalized Interest    | \$344,408   |
| Loan Balances Remaining | \$0         |
|                         | \$4,044,408 |

- ASSUMPTIONS: (FY = calculate)
1. Assume No Pre-Development Base
  2. Loan Amount:
  3. Interest Rate: 4.50%
  4. Project Hard Costs: \$30,000,000
  5. Increment Base: 100,000

AMORTIZATION SCHEDULE

Exhibit D

RECEIVED

APR 20 2022

PLANNING DEPT.

CONCEPTUAL BUDGETS

# BELLEVUE APARTMENTS-Lawre Circle

## Conceptual Budgets

4/6/2021

|                                    | Description                     | Notes                                  | Labor         | Materials   | Subcontracts    | Equipment/Other | Line Totals     | Cost per Gross Sq Ft | Cost per unit |
|------------------------------------|---------------------------------|--|---------------|-------------|-----------------|-----------------|-----------------|----------------------|---------------|
| <b>DIV 1--GENERAL REQUIREMENTS</b> |                                 |  |               |             |                 |                 |                 |                      |               |
|                                    | Architectural / Engineering     | Architectural/MEP/Structural/Civil     | \$ -          | \$ -        | \$ -            | \$ 750,000.00   | \$ 750,000.00   | \$ 5.04              | \$ 4,573.17   |
|                                    | Plans                           | Printing Plans                         | \$ -          | \$ -        | \$ -            | \$ 5,000.00     | \$ 5,000.00     | \$ 0.03              | \$ 30.49      |
| 1.3113                             | Supervision                     | 8 hours supervision per day on average | \$ 156,000.00 | \$ -        | \$ -            | \$ -            | \$ 156,000.00   | \$ 1.05              | \$ 951.22     |
| 1.3500                             | Common Labor                    | 12 hours common labor per day          | \$ 108,000.00 | \$ -        | \$ -            | \$ -            | \$ 108,000.00   | \$ 0.73              | \$ 658.54     |
|                                    | Building Permits                |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24              | \$ 213.41     |
|                                    | Builder's Risk Insurance        |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24              | \$ 213.41     |
| 1.7412                             | Construction Cleanup            |  | \$ 48,500.00  | \$ -        | \$ -            | \$ -            | \$ 48,500.00    | \$ 0.33              | \$ 295.73     |
| 1.7423                             | Final Cleanup                   |  | \$ -          | \$ -        | \$ 58,500.00    | \$ -            | \$ 58,500.00    | \$ 0.39              | \$ 356.71     |
| 1.5300                             | Winter Protection               |  | \$ -          | \$ -        | \$ -            | \$ 25,000.00    | \$ 25,000.00    | \$ 0.17              | \$ 152.44     |
| 1.5100                             | Temp. Utilities                 |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24              | \$ 213.41     |
| 1.5200                             | Temp Facilities                 | temp facilities / restrooms            | \$ -          | \$ -        | \$ -            | \$ 8,400.00     | \$ 8,400.00     | \$ 0.06              | \$ 51.22      |
| 1.5123                             | Temp. Heat                      |  | \$ -          | \$ -        | \$ -            | \$ 48,000.00    | \$ 48,000.00    | \$ 0.32              | \$ 292.68     |
| 1.5600                             | Temp. Fence                     |  | \$ -          | \$ -        | \$ 15,000.00    | \$ -            | \$ 15,000.00    | \$ 0.10              | \$ 91.46      |
| 1.5600                             | Temporary Safety                | including signal 88                    | \$ -          | \$ 5,000.00 | \$ 45,000.00    | \$ 5,000.00     | \$ 55,000.00    | \$ 0.37              | \$ 335.37     |
| 1.7300                             | Equipment, Small Tools & Trucks |  | \$ -          | \$ -        | \$ -            | \$ 76,500.00    | \$ 76,500.00    | \$ 0.51              | \$ 466.46     |
| 1.7413                             | Haul Away Services              |  | \$ -          | \$ -        | \$ -            | \$ 36,500.00    | \$ 36,500.00    | \$ 0.25              | \$ 222.56     |
| <b>DIV 2 - SITEWORK</b>            |                                 |  |               |             |                 |                 |                 |                      |               |
| 31.3116                            | Termite Control                 |  | \$ -          | \$ -        | \$ 5,000.00     | \$ -            | \$ 5,000.00     | \$ 0.03              | \$ 30.49      |
| <b>DIV 3--CONCRETE</b>             |                                 |  |               |             |                 |                 |                 |                      |               |
| 3.3100                             | Footings                        | Includes Piers                         | \$ -          | \$ -        | \$ 296,600.00   | \$ -            | \$ 296,600.00   | \$ 1.99              | \$ 1,808.54   |
| 3.3100                             | Foundation Columns and Walls    | Structural Walls                       | \$ -          | \$ -        | \$ 345,500.00   | \$ -            | \$ 345,500.00   | \$ 2.32              | \$ 2,106.71   |
| 3.3100                             | Foundation walls @ elevator pit | Poured Walls                           | \$ -          | \$ -        | \$ 36,250.00    | \$ -            | \$ 36,250.00    | \$ 0.24              | \$ 221.04     |
| 7.1000                             | Drain Tile & waterproofing      | waterproofing                          | \$ -          | \$ -        | \$ 21,300.00    | \$ -            | \$ 21,300.00    | \$ 0.14              | \$ 129.88     |
| 7.1500                             | *****                           | Drain tile                             | \$ -          | \$ -        | \$ 7,500.00     | \$ -            | \$ 7,500.00     | \$ 0.05              | \$ 45.73      |
| 3.5413                             | Gyp-crete                       |  | \$ -          | \$ -        | \$ 162,000.00   | \$ -            | \$ 162,000.00   | \$ 1.09              | \$ 987.80     |
| 3.3500                             | Concrete Slab on grade          |  | \$ -          | \$ -        | \$ 86,500.00    | \$ -            | \$ 86,500.00    | \$ 0.58              | \$ 527.44     |
| 3.3500                             | Hollowcore topping              |  | \$ -          | \$ -        | \$ 225,000.00   | \$ -            | \$ 225,000.00   | \$ 1.51              | \$ 1,371.95   |
| 3.4100                             | Hollowcore & Erection           | Erected, welded and grouted            | \$ -          | \$ -        | \$ 1,398,000.00 | \$ -            | \$ 1,398,000.00 | \$ 9.40              | \$ 8,524.39   |
| <b>DIV 4 - MASONRY</b>             |                                 |  |               |             |                 |                 |                 |                      |               |
| 4.0000                             | Brick                           | Brick at 70% of East Side              | \$ -          | \$ -        | \$ 286,500.00   | \$ -            | \$ 286,500.00   | \$ 1.93              | \$ 1,746.95   |
| 4.2200                             | CMU Block Towers                | Stairs and Elevators                   | \$ -          | \$ -        | \$ 312,000.00   | \$ -            | \$ 312,000.00   | \$ 2.10              | \$ 1,902.44   |
|                                    | Precast @ Windows on East       |  | \$ -          | \$ -        | \$ 36,200.00    | \$ -            | \$ 36,200.00    | \$ 0.24              | \$ 220.73     |
|                                    | Temp masonry heat               | No winter work included                | \$ -          | \$ -        | \$ -            | \$ -            | \$ -            | \$ -                 | \$ -          |

CONCEPTUAL BUDGETS

|                                    | Description               | Notes                    | Labor       | Materials       | Subcontracts  | Equipment/Other | Line Totals     | Cost per Gross SF | Cost per unit |
|------------------------------------|---------------------------|--------------------------|-------------|-----------------|---------------|-----------------|-----------------|-------------------|---------------|
|                                    | Temp enclosures           | No winter work included  | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -              | \$ -          |
| <b>DIV 5--STEEL</b>                |                           |                          |             |                 |               |                 |                 |                   |               |
| 3.2100                             | Reinforcing steel         |                          | \$ -        | \$ 196,600.00   | \$ -          | \$ -            | \$ 196,600.00   | \$ 1.32           | \$ 1,198.78   |
| 5.1200                             | Structural steel          |                          |             | \$ 756,500.00   | \$ 426,800.00 | \$ -            | \$ 1,183,300.00 | \$ 7.95           | \$ 7,215.24   |
| 5.1200                             | Grouting of Baseplates    |                          | \$ 4,600.00 | \$ 2,100.00     | \$ -          | \$ -            | \$ 6,700.00     | \$ 0.05           | \$ 40.85      |
| 5.5200                             | Misc. Steel               |                          | \$ -        | \$ 18,000.00    | \$ -          | \$ -            | \$ 18,000.00    | \$ 0.12           | \$ 109.78     |
| 5.5200                             | Balcony Railings          | Aluminum Railings        | \$ -        | \$ -            | \$ 123,000.00 | \$ -            | \$ 123,000.00   | \$ 0.83           | \$ 750.00     |
| 5.5200                             | Ground Level Railings     | ramps and stairs on site | \$ -        | \$ -            | \$ 25,000.00  | \$ -            | \$ 25,000.00    | \$ 0.17           | \$ 152.44     |
| <b>DIV 6--WOODS &amp; PLASTICS</b> |                           |                          |             |                 |               |                 |                 |                   |               |
| 6.1000                             | Framing Materials Package |                          | \$ -        | \$ 2,418,000.00 | \$ -          | \$ -            | \$ 2,418,000.00 | \$ 16.25          | \$ 14,743.90  |
| 6.1000                             | Roof Trusses              |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -              | \$ -          |
| 6.1000                             | Wall Components           |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -              | \$ -          |
| 6.1000                             | Loose Materials           |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -              | \$ -          |
| 6.1100                             | Framing Labor             |                          | \$ -        | \$ -            | \$ 967,200.00 | \$ -            | \$ 967,200.00   | \$ 6.50           | \$ 5,897.56   |

CONCEPTUAL BUDGETS

|                                      | Description                                     | Notes  | Labor        | Materials     | Subcontracts    | Equipment/Other | Line Totals     | Cost per Gross SF | Cost per unit |
|--------------------------------------|---|--|--------------|---------------|-----------------|-----------------|-----------------|-------------------|---------------|
|                                      | Decks   |  | \$ -         | \$ -          | \$ -            | \$ -            | \$ -            | \$ -              | \$ -          |
| 6.1000                               | Install of building wrap, windows, & Doors      | Flexwrap for penetrations/window tape  | \$ -         | \$ -          | \$ 41,000.00    | \$ -            | \$ 41,000.00    | \$ 0.28           | \$ 250.00     |
| 6.1053                               | Misc. soffit framing at Sprinkler pipes/backing |  | \$ 10,000.00 | \$ 10,000.00  | \$ -            | \$ -            | \$ 20,000.00    | \$ 0.13           | \$ 121.95     |
| 6.1053                               | Firestopping                                    |  | \$ 10,000.00 | \$ 10,000.00  | \$ -            | \$ -            | \$ 20,000.00    | \$ 0.13           | \$ 121.95     |
| 6.2000                               | Install of doors/frames                         |  | \$ -         | \$ -          | \$ 46,500.00    | \$ -            | \$ 46,500.00    | \$ 0.31           | \$ 283.54     |
| 6.4100                               | Cabinets  |  | \$ 10,000.00 | \$ 555,000.00 | \$ 43,260.00    | \$ -            | \$ 608,260.00   | \$ 4.09           | \$ 3,708.90   |
| 6.2200                               | Millwork Materials                              |  | \$ -         | \$ 312,600.00 | \$ -            | \$ -            | \$ 312,600.00   | \$ 2.10           | \$ 1,906.10   |
| 6.2000                               | Installation of Millwork                        |  | \$ 16,300.00 | \$ -          | \$ 126,250.00   | \$ -            | \$ 142,550.00   | \$ 0.96           | \$ 869.21     |
|                                      | Countertops                                     | Quartz Countertops   | \$ -         | \$ -          | \$ 325,000.00   | \$ -            | \$ 325,000.00   | \$ 2.18           | \$ 1,981.71   |
| 12.3600                              | Solid Surface Window Sills                      |  | \$ -         | \$ -          | \$ 57,400.00    | \$ -            | \$ 57,400.00    | \$ 0.39           | \$ 350.00     |
| <b>DIV 7--THERMAL &amp; MOISTURE</b> |   |  |              |               |                 |                 |                 |                   |               |
| 7.2100                               | Insulation                                      | includes spray foam at rim joists and batt insulation  | \$ -         | \$ -          | \$ 187,200.00   | \$ -            | \$ 187,200.00   | \$ 1.26           | \$ 1,141.46   |
| 7.3100                               | Roofing   | TPO Roofing  |              |               | \$ 1,180,800.00 | \$ -            | \$ 1,180,800.00 | \$ 7.94           | \$ 7,200.00   |
| 7.9200                               | Joint Sealant                                   |  | \$ -         | \$ -          | \$ 54,720.00    | \$ -            | \$ 54,720.00    | \$ 0.37           | \$ 333.66     |
| 7.7123                               | Gutters & Downspouts                            |  | \$ -         | \$ -          | \$ 72,000.00    | \$ -            | \$ 72,000.00    | \$ 0.48           | \$ 439.02     |
| 7.4600                               | Hardboard Siding                                | Prefinished Hardboard Siding   | \$ -         |               | \$ 996,800.00   | \$ -            | \$ 996,800.00   | \$ 6.70           | \$ 6,078.05   |
| <b>DIV 8--DOORS &amp; WINDOWS</b>    |   |  |              |               |                 |                 |                 |                   |               |
| 8.5200                               | Windows   | Aluminum Clad Windows  | \$ -         | \$ 532,800.00 | \$ -            | \$ -            | \$ 532,800.00   | \$ 3.58           | \$ 3,248.78   |
| 8.1100                               | HM Frames & Doors                               | Includes Birch prefinished unit entry doors and HM doors.  | \$ -         | \$ 155,800.00 | \$ 19,260.00    | \$ -            | \$ 175,060.00   | \$ 1.18           | \$ 1,067.44   |
|                                      | Aluminum Storefronts                            | Ground Level at each building  | \$ -         | \$ -          | \$ 38,600.00    | \$ -            | \$ 38,600.00    | \$ 0.26           | \$ 235.37     |
| 8.1100                               | Hardware  |  | \$ 6,500.00  | \$ 93,950.00  | \$ -            | \$ -            | \$ 100,450.00   | \$ 0.68           | \$ 612.50     |
| 8.8300                               | Mirrors   |  | \$ -         | \$ -          | \$ 23,440.00    | \$ -            | \$ 23,440.00    | \$ 0.16           | \$ 142.93     |
| <b>DIV 9--FINISHES</b>               |   |  |              |               |                 |                 |                 |                   |               |
| 9.2100                               | Drywall   |  | \$ -         | \$ -          | \$ 1,314,900.00 | \$ -            | \$ 1,314,900.00 | \$ 8.84           | \$ 8,017.68   |
| 9.2500                               | Acoustical Ceilings                             |  | \$ -         | \$ -          | \$ 146,400.00   | \$ -            | \$ 146,400.00   | \$ 0.98           | \$ 892.68     |
| 9.6800                               | Floor Finishes                                  | LVT except bedrooms, carpet bedrooms, hallways, stairs, tile backsplash, tile in public restroom, rubber flooring at fitness | \$ -         | \$ -          | \$ 517,900.00   | \$ -            | \$ 517,900.00   | \$ 3.48           | \$ 3,157.93   |
| 9.6000                               | Floor Prep Allowance                            |  | \$ -         | \$ -          | \$ 15,000.00    | \$ -            | \$ 15,000.00    | \$ 0.10           | \$ 91.46      |
| 10.2813                              | Bathroom Hardware                               | TP and towel bar in apartments.  | \$ -         | \$ 19,860.00  | \$ 4,800.00     | \$ -            | \$ 24,660.00    | \$ 0.17           | \$ 150.37     |
|                                      | Punch Units                                     |  | \$ 76,500.00 |               | \$ 17,500.00    |                 | \$ 94,000.00    | \$ 0.63           | \$ 573.17     |
| 9.9100                               | Painting & Staining                             |  | \$ -         | \$ -          | \$ 647,180.00   | \$ -            | \$ 647,180.00   | \$ 4.35           | \$ 3,946.22   |
| <b>DIV 10--MISC. SPECIALTIES</b>     |   |  |              |               |                 |                 |                 |                   |               |
| 8.4600                               | Miscellaneous                                   | Misc Accessories   | \$ 5,000.00  | \$ 5,000.00   |                 | \$ 5,000.00     | \$ 15,000.00    | \$ 0.10           | \$ 91.46      |
| 8.3100                               | Access Panels                                   |  | \$ 2,500.00  | \$ 7,500.00   | \$ -            | \$ -            | \$ 10,000.00    | \$ 0.07           | \$ 60.98      |
| 10.4413                              | Fire Extinguishers                              | 40 extinguishers to be located by architect  | \$ 2,500.00  | \$ 6,500.00   | \$ -            | \$ -            | \$ 9,000.00     | \$ 0.06           | \$ 54.88      |
| 10.5500                              | Mailboxes                                       |  | \$ 2,500.00  | \$ 15,000.00  |                 | \$ -            | \$ 17,500.00    | \$ 0.12           | \$ 106.71     |
| 14.9182                              | Swimming Pool Allowance                         |  | \$ -         |               | \$ 75,000.00    | \$ -            | \$ 75,000.00    | \$ 0.50           | \$ 457.32     |
| <b>DIV 11--EQUIPMENT</b>             |   |  |              |               |                 |                 |                 |                   |               |
| 11.3100                              | Appliances                                      | GE Appliances  | \$ 17,860.00 | \$ -          | \$ 396,500.00   | \$ -            | \$ 414,360.00   | \$ 2.78           | \$ 2,526.59   |
| <b>DIV 12--FURNISHINGS</b>           |   |  |              |               |                 |                 |                 |                   |               |
|                                      | Window Blinds                                   | Faux Wood Blinds   | \$ -         | \$ -          | \$ 56,600.00    | \$ -            | \$ 56,600.00    | \$ 0.38           | \$ 345.12     |
|                                      | Building Signage                                | Allowance  | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00    | \$ 0.34           | \$ 304.88     |

CONCEPTUAL BUDGETS

|                                     | Description                     | Notes                             | Labor        | Materials     | Subcontracts    | Equipment/Other | Line Totals      | Cost per Gross SF | Cost per unit |
|-------------------------------------|---------------------------------|-----------------------------------|--------------|---------------|-----------------|-----------------|------------------|-------------------|---------------|
|                                     | Interior Signage                |                                   | \$ 5,000.00  | \$ 5,000.00   | \$ -            | \$ -            | \$ 10,000.00     | \$ 0.07           | \$ 60.98      |
|                                     | Bike Racks                      |                                   | \$ 2,500.00  | \$ 2,500.00   | \$ -            | \$ -            | \$ 5,000.00      | \$ 0.03           | \$ 30.49      |
| <b>DIV 14--CONVEYING SYSTEMS</b>    |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 14.0000                             | Elevator                        | Stainless Steel Doors in and out. | \$ -         | \$ -          | \$ 436,250.00   | \$ -            | \$ 436,250.00    | \$ 2.93           | \$ 2,660.06   |
| <b>DIV 15--MECHANICAL</b>           |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 22.0100                             | Plumbing                        |                                   | \$ -         | \$ -          | \$ 1,996,480.00 | \$ -            | \$ 1,996,480.00  | \$ 13.42          | \$ 12,173.66  |
|                                     | MUD meter                       | in plumbing #                     | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
| 21.0100                             | Fire Sprinkler                  | 4 Knox Boxes Included             | \$ -         | \$ -          | \$ 265,500.00   | \$ -            | \$ 265,500.00    | \$ 1.78           | \$ 1,618.90   |
| 23.0100                             | HVAC                            |                                   | \$ -         | \$ -          | \$ 989,460.00   | \$ -            | \$ 989,460.00    | \$ 6.65           | \$ 6,033.29   |
|                                     | HVAC in parking garage          | in HVAC #                         | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
| <b>DIV 16--ELECTRICAL</b>           |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 26.0100                             | Electrical                      | Includes Low Voltage              | \$ -         | \$ -          | \$ 1,519,360.00 | \$ -            | \$ 1,519,360.00  | \$ 10.21          | \$ 9,264.39   |
|                                     | Fixture Package                 | included in electrical            | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
|                                     | Security                        | Card Readers and Security         | \$ -         | \$ -          | \$ 106,500.00   | \$ -            | \$ 106,500.00    | \$ 0.72           | \$ 649.39     |
| Subtotals                           |                                 |                                   | \$ 484,260   | \$ 5,127,710  | \$ 16,646,410   | \$ 1,064,400    | \$ 23,322,780.00 | \$ 156.74         | \$ 142,212.07 |
| Material Tax (7.0%)                 |                                 |                                   | \$ -         | \$ 358,940    | \$ -            | \$ -            | \$ 358,939.70    | \$ 2.41           | \$ 2,188.66   |
| Contractor P & OH (4.5%)            |                                 |                                   | \$ 21,791.70 | \$ 246,899.24 | \$ 749,088.45   | \$ 47,898.00    | \$ 1,065,677.39  | \$ 7.16           | \$ 6,498.03   |
| <b>Building Construction Budget</b> |                                 |                                   | \$ 506,052   | \$ 5,733,549  | \$ 17,395,498   | \$ 1,112,298    | \$ 24,747,397.09 | \$ 166.31         | \$ 150,898.76 |
| <b>INFRASTRUCTURE</b>               |                                 |                                   |              |               |                 |                 |                  |                   |               |
|                                     | Demolition                      | Misc Site Demo                    | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
| 31.0100                             | Site Excavation                 |                                   | \$ -         | \$ -          | \$ 186,900.00   | \$ -            | \$ 186,900.00    | \$ 1.26           | \$ 1,139.63   |
| 31.2213                             | Site Grading                    | Fine Grading                      |              | \$ -          | \$ 27,770.00    | \$ -            | \$ 27,770.00     | \$ 0.19           | \$ 169.33     |
| 31.2216                             | Backfill                        |                                   |              | \$ -          | \$ 31,480.00    | \$ -            | \$ 31,480.00     | \$ 0.21           | \$ 191.95     |
| 33.0100                             | Site Utilities                  | Assuming No Underground Detention | \$ -         | \$ -          | \$ 326,000.00   | \$ -            | \$ 326,000.00    | \$ 2.19           | \$ 1,987.80   |
|                                     | MUD tap fees                    | Allowance                         | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
|                                     | OPPD Fees                       | Allowance                         | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
|                                     | Landscaping/sod/top soil        | Allowance                         | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
|                                     | Lawn Irrigation                 |                                   | \$ -         | \$ -          | \$ 15,000.00    | \$ -            | \$ 15,000.00     | \$ 0.10           | \$ 91.46      |
| 1.5700                              | Temporary Road Maintenance      |                                   | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
| 31.2323                             | additional gravel under paving  |                                   | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
| 32.1313                             | Concrete Paving curb and gutter | Concrete Paving                   | \$ -         | \$ -          | \$ 383,960.00   | \$ -            | \$ 383,960.00    | \$ 2.58           | \$ 2,341.22   |
| 32.3100                             | Site Fence and Railings         | Allowance                         | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
| 32.3200                             | Retaining walls                 | Retaining Walls                   |              |               | \$ 100,000.00   | \$ -            | \$ 100,000.00    | \$ 0.67           | \$ 609.76     |
| 32.1623                             | Concrete Sidewalks              |                                   | \$ -         | \$ -          | \$ 46,300.00    | \$ -            | \$ 46,300.00     | \$ 0.31           | \$ 282.32     |
| 32.1623                             | Concrete Stairs                 |                                   | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |

CONCEPTUAL BUDGETS

|         | Description                          | Notes                              | Labor       | Materials    | Subcontracts  | Equipment/Other | Line Totals      | Cost per Gross SF | Cost per unit |
|---------|--------------------------------------|------------------------------------|-------------|--------------|---------------|-----------------|------------------|-------------------|---------------|
| 3.2100  | Concrete Reinforcement               |                                    | \$ -        | \$ -         | \$ -          | \$ -            | \$ -             | \$ -              | \$ -          |
| 32.1700 | Pavement markings / handicap signage |                                    | \$ -        | \$ -         | \$ 4,500.00   | \$ -            | \$ 4,500.00      | \$ 0.03           | \$ 27.44      |
| 7.9200  | Joint sealant                        | Hot tar joint sealants in pavement | \$ -        | \$ -         | \$ 12,500.00  | \$ -            | \$ 12,500.00     | \$ 0.08           | \$ 76.22      |
| 1.5700  | Silt Fence                           |                                    | \$ -        | \$ -         | \$ 2,500.00   | \$ -            | \$ 2,500.00      | \$ 0.02           | \$ 15.24      |
| 1.5700  | "SWPPP" Maintenance                  |                                    | \$ 7,500.00 | \$ -         | \$ -          | \$ -            | \$ 7,500.00      | \$ 0.05           | \$ 45.73      |
|         | Subtotals                            |                                    | \$ 7,500    | \$ -         | \$ 1,386,910  | \$ -            | \$ 1,394,410.00  | \$ 9.20           | \$ 8,502.50   |
|         | Material Tax (7.0%)                  |                                    | \$ -        | \$ -         | \$ -          | \$ -            | \$ -             | \$ -              | \$ -          |
|         | Contractor P & OH (4.5%)             |                                    | \$ 337.50   | \$ -         | \$ 62,410.95  | \$ -            | \$ 62,748.45     | \$ 0.41           | \$ 382.61     |
|         | <b>Infrastructure Budget</b>         |                                    | \$ 7,838    | \$ -         | \$ 1,449,321  | \$ -            | \$ 1,457,158.45  | \$ 9.62           | \$ 8,885.11   |
|         | <b>Grand Total</b>                   |                                    | \$ 513,889  | \$ 5,733,549 | \$ 18,844,819 | \$ 1,112,298    | \$ 26,204,555.54 | \$ 176            | \$ 159,784    |

## **RESOLUTION 2022-15**

WHEREAS, Stella Realty, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lot 1, College Apartments Addition, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Stella Realty, LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for multi-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Stella Realty, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$19,331,200 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Stella Realty, LLC and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Stella Realty, LLC, in an amount not to exceed the principal sum of \$4,028,917 which, if fully paid, will reimburse Stella Realty, LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among Stella Realty, LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Stella Realty, LLC, and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Stella Realty, LLC, and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees,

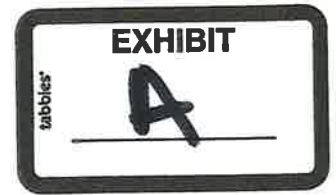
and agents shall undertake all such acts as shall be necessary or appropriate to implement the  
Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 21ST DAY OF June 2022.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

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



ELEVATION LOFTS OF BELLEVUE  
REDEVELOPMENT PROJECT PLAN

400 W. 19<sup>TH</sup> AVENUE  
BELLEVUE, NEBRASKA

March 24, 2022

Submitted by:

Applicant:

Andrew Panebianco  
Maxim Realty Group  
Office: (402) 991-1162  
Direct: (402) 991-0573

Attorneys for Applicant:

Brent W. Beller  
Fullenkamp, Jobeun, Johnson & Beller, LLP  
11440 West Center Road, Suite C  
Omaha, Nebraska 68144  
(402) 334-0700

RECEIVED

JUN 02 2022

PLANNING DEPT.

## **Introduction:**

The attached redevelopment plan proposes to redevelop Lot 1, College Apartments Addition, an addition in the City of Bellevue, Sarpy County, Nebraska, together with the adjacent public right-of-way of Lawre Circle, into a 164-unit apartment community, consisting of unique “lofted” style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne (the “Development”). Some of the Development’s tenant amenities are to include: an in-ground pool, elevator access, clubhouse area, gym facility, and resident package delivery center. The proposed Development would bring in a needed density to a more mature areas of the City, which will continue to make the area a sustainable in a more mature area of Bellevue. The redevelopment project site includes all of the abutting and adjacent rights-of-way that will receive improvement as may be required by the City of Bellevue, Nebraska (the “City”).

## **Site History:**

The proposed redevelopment site contains approximately 4.01 acres of land. The property has long been used for a run-down apartment complex, consisting of three buildings and a parking lot used to serve the property. The buildings are now vacant, and no residents are living therein. Due to the existing conditions of the existing buildings, the buildings need to be demolished for health and safety concerns. The site is currently underdeveloped and underutilized. The existing buildings are vacant, in disrepair, suffering severe deterioration, are obsolete, and unfit for human occupancy. The site also contains poor soil conditions, including brick rubble and very soft and wet natural soil. Because of the poor soil conditions, the development of this site will require over-excavation and replacement of suitable materials or other stabilization methods to support the proposed buildings on the site. In addition, traffic circulation and access serving the site is inadequate for the effective utilization and redevelopment of this site.

The proposed location is located towards the top of a large hill offering wonderful views of the Missouri River and Iowa Bluffs. With the unique topography of the parcel, the Development will utilize an innovative parking design allowing some parking under the buildings as well as maintaining a clean and sophisticated front street view with the entries located at grade along both 19th Avenue and Lawre Circle. The cost of the public improvements, demolition of the buildings and other site development costs are estimated to be \$3,971,600.00, and the land acquisition costs are in the amount of \$780,000.00. Accordingly, the tax increment financing (“TIF”) eligible costs are in the amount of \$4,751,600.00. The itemized breakdown of TIF eligible costs is attached hereto as Exhibit A. The approval of the redevelopment plan will facilitate the rehabilitation and reuse of the proposed project site by creating the opportunity for TIF to be used as a financing mechanism to cover some of the TIF eligible costs. The assessed value of the proposed redevelopment site as of November 2021 was \$608,000. The proposed valuation upon full build-out of the site is expected to be approximately \$20,000,000, Exhibit B, is a map of the proposed redevelopment site, which reflects the boundaries of the site and the current zoning and use of the site.

In its present condition, the site would remain as an economic liability to this area and a detriment to the redevelopment of this area within the City. This area of the City has not experienced the level of growth as demonstrated in other areas of the City and will not experience growth unless the City takes an aggressive approach to assist in the redevelopment of the site and area by utilizing all the economic tools available, most notably TIF.

## **Substandard and Blighted:**

The Nebraska Community Redevelopment Law requires that the site be “Substandard” as defined under Neb. Rev. Stat. § 18-2103 (10) and “Blighted” as defined under Neb. Rev. Stat. § 18-2103(11),

Subsections (a) and (b).

An area is “Substandard” where “there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, because of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare.” Neb. Rev. Stat. §18-2103(10).

In meeting the definition of substandard, the City of Bellevue Planning Department believes this area is detrimental to public health, safety and welfare because the two vacant equipment sheds impose inherent risks to the public health, safety and welfare because of fire, vandalism, vermin and nuisance.

An area is “Blighted” where the site satisfies Subsection (a) of Neb. Rev. Stat. § 18 – 2103 (11) Section (a) and one (1) of the five (5) conditions under Subsection (b) of Neb. Rev. Stat. § 18- 2103 (11).

Subsection (a) provides that an area is blighted when “(a)n area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or in adequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of the site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety, morals or welfare in its present condition and use.” Neb. Rev. Stat. § 18-2103 (11) (a).

In order to be declared “Blighted”, the site must meet one (1) of the five (5) following additional conditions: “(i) unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses.” Neb. Rev. Stat. § 18 -2103(11) (b).

The area is eligible for a designation of blighted and substandard in accordance with the Community Development Law, Neb.Rev.St. §18-1201 et.seq. The area is one in which there is a deteriorating structure, unsafe conditions, conditions which threaten property, and conditions which substantially impairs the sound growth of the community. The area is detrimental to the public health, safety, morals and welfare in its present condition. The area has a lower average per capita income than the City of Bellevue. The area in Census Tract 101.06 in Sarpy County had a median per capita income of \$26,006.92, with a percentage below poverty rate at 13.8%. The area has had a stable or decreasing population based upon the last two decennial censuses. The area showed a population of 4386 persons in 2010 and a population of 4397 persons in 2019. The change of only eleven (11) persons is a stable population. The area meets the requirements of the Community Development Law to be declared as blighted by the City of Bellevue.

**Land Use/Zoning/Site Redevelopment:**

The site is currently zoned General Residential (RG -8). The zoning is consistent with the City's Comprehensive Development Plan and is compatible with the surrounding developments. The proposed redevelopment will not result in any material modification to the street layout, street levels or grades, or building codes and ordinances of the site. Additionally, the proposed redevelopment will not result in any material changes to the population densities, land coverage or building intensities of the area surrounding the site.

**Utilities/Infrastructure:**

Currently, utility services are located in public right-of-ways adjacent to the site and which may be required to be moved in connection with the redevelopment of the site and as required by the City. Additional utility services and public facilities will be added as may be necessary or required by the redevelopment of the site and as required by the City.

The redevelopment provides the mechanism to fund the public improvement costs through the use of TIF. The costs of the site utilities and public infrastructure improvements are estimated to be \$983,450 (See Exhibit A).

**TIF Compliance:**

The request meets the necessary requirements for consideration under the Nebraska Community Redevelopment Act. The project will provide an attractive and affordable new multi-family housing option in the City (market rate). The TIF proceeds will be used to cover all public improvement costs with the remaining balance of the TIF to be used for site specific TIF eligible costs. The project will have a positive economic growth to the City of Bellevue. Further, as set forth on Exhibit C attached hereto, the up-front costs associated with the acquisition and rehabilitation of the proposed site would be prohibitively high without TIF. As such, the Applicant requests TIF to help offset these costs such that the proposed redevelopment is feasible.

**Financing:**

The estimated value of the project upon full build-out is estimated to be \$20,000,000. Accordingly, the project will support the TIF request in the principal amount of \$4,028,917.00 with interest at the rate of four and one-half (4.5%) percent per annum. The amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

**TIF Cost Benefit Analysis:**

The proposed multi-family project provides for the continued redevelopment in an area of the City that has been relatively underutilized over the course of the last 10+ years. Because of the high development costs, the benefits of redeveloping this property are marginal to the developers. Accordingly, it is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur because of this and other improvements that are likely to follow within the surrounding area. The following benefits will result from the redevelopment of this area through the use of TIF:

- (1) The use of TIF will not result in tax shifts. The current level of taxes will continue to flow to the current taxing authorities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF.

(2) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset public infrastructure costs that are eligible for TIF.

(3) The revitalization of the site will have a positive impact on the employers and employees in the immediate area outside the site. Specifically, the redevelopment will continue to add viability to the surrounding area, and will make the site more aesthetically pleasing, which will result in a positive impact on the foot traffic of the surrounding businesses.

(4) The development of this site will continue to provide additional rental housing options in this part of the City.

(5) The long-term benefits resulting from the elimination of the substandard and blight conditions and the increase in the tax base resulting from the development are other valid justifications for the use of TIF for this project. The development project would not be economically feasible and would not occur within the proposed site without the use of TIF.

The project site meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this Redevelopment Plan.

Based upon the forgoing, the applicant respectfully requests TIF in the amount of \$4,028,917.00.

Respectfully Submitted

Exhibit A

TIF ELIGIBLE COSTS

| <b>Item</b>                              | <b>Cost</b>           |
|--|-----------------------|
| Acquisition Cost                         | \$780,000.00          |
| Architectural/Engineering                | \$750,000             |
| Demolition                               | \$1,363,500           |
| Site Work/Grading/Special Foundations    | \$874,650             |
| Site Utilities and Public Infrastructure | \$983,450             |
| <b>TOTAL</b>                             | <b>\$4,751,600.00</b> |



Exhibit B

summary

|                |  |                 |  |
|----------------|--|-----------------|--|
| rent           | total monthly rent =                       | \$228,115.00    | -- ( mdu )   |
|                | total monthly rent =                       | \$228,115.00    | -- ( combined )  |
|                | Total monthly rent w/ 3% vacancy=          | \$221,271.55    |  |
| gross rent     | Total annual rent w/ 3% vacancy=           | \$2,655,258.60  | -- ( annual )  |
| operating cost | annual operating cost =                    | \$880,020.44    |  |
| NOI            | NOI =                                      | \$1,775,238.16  | -- (net operating income)  |
| purchase price | investment purchase price =                | \$26,000,000.00 |  |
| improvements   | improvement costs =                        | \$-             |  |
| total invested | total purchase price + improvement costs = | \$26,000,000.00 |  |
| cap rate       | cap rate =                                 | 6.828%          | <<< ( cap rate = NOI / purchase price ) <<< this cap rate currently includes a 4% management fee |

Exhibit C  
PROFORMA

Applicant: Elevation Lotts

| DATE | Total Taxable Valuation | Less Pre-Development Base | TF Taxable Valuation | Tax Levy | Tax Revenues | Treasurer's 1% Collection Fee | Revenues Available For TF Loan | Debt Service Payments |                   |             | Loan Balance | Capitalized Interest |
|------|-------------------------|---------------------------|----------------------|----------|--------------|-------------------------------|--------------------------------|-----------------------|-------------------|-------------|--------------|----------------------|
|      |                         |                           |                      |          |              |                               |                                | Principal             | Interest at 4.51% | Total       |              |                      |
| 0    |                         |                           |                      |          |              |                               |                                |                       |                   |             |              |                      |
| 0.5  | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                              | \$0                   | \$0               | \$0         | \$3,700,000  |                      |
| 1    | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                              | \$0                   | \$0               | \$0         | \$3,781,250  | \$3,250              |
| 1.5  | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                              | \$0                   | \$0               | \$0         | \$3,868,373  | \$5,123              |
| 2    | 0                       |                           | 0                    | 2.28431  | 0            | 0                             | 0                              | \$0                   | \$0               | \$0         | \$3,955,411  | \$7,038              |
| 2.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,407      | 2215                          | 215272                         | \$120,273             | \$90,999          | \$219,272   | \$4,044,400  | \$9,997              |
| 3    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,467      | 2215                          | 215272                         | \$131,159             | \$88,113          | \$219,272   | \$3,916,135  | 0                    |
| 3.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,467      | 2215                          | 215272                         | \$134,110             | \$85,162          | \$219,272   | \$3,784,976  | 0                    |
| 4    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,467      | 2215                          | 215272                         | \$137,128             | \$82,144          | \$219,272   | \$3,659,856  | 0                    |
| 4.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$140,213             | \$79,059          | \$219,272   | \$3,541,736  | 0                    |
| 5    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$143,368             | \$75,934          | \$219,272   | \$3,430,157  | 0                    |
| 5.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$146,593             | \$72,679          | \$219,272   | \$3,323,584  | 0                    |
| 6    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$149,892             | \$69,330          | \$219,272   | \$3,221,672  | 0                    |
| 6.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$153,264             | \$66,038          | \$219,272   | \$3,124,408  | 0                    |
| 7    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$156,713             | \$62,536          | \$219,272   | \$3,031,695  | 0                    |
| 7.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$160,239             | \$59,033          | \$219,272   | \$2,943,456  | 0                    |
| 8    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$163,844             | \$55,428          | \$219,272   | \$2,860,612  | 0                    |
| 8.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$167,531             | \$51,741          | \$219,272   | \$2,783,161  | 0                    |
| 9    | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$171,300             | \$47,972          | \$219,272   | \$2,711,101  | 0                    |
| 9.5  | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$175,154             | \$44,116          | \$219,272   | \$2,643,527  | 0                    |
| 10   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$179,095             | \$40,177          | \$219,272   | \$2,580,532  | 0                    |
| 10.5 | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$183,125             | \$36,147          | \$219,272   | \$2,522,107  | 0                    |
| 11   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$187,245             | \$32,027          | \$219,272   | \$2,468,262  | 0                    |
| 11.5 | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$191,458             | \$27,814          | \$219,272   | \$2,418,994  | 0                    |
| 12   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$195,766             | \$23,506          | \$219,272   | \$2,374,308  | 0                    |
| 12.5 | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$200,171             | \$19,101          | \$219,272   | \$2,334,207  | 0                    |
| 13   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$204,675             | \$14,597          | \$219,272   | \$2,297,792  | 0                    |
| 13.5 | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$209,280             | \$9,992           | \$219,272   | \$2,265,062  | 0                    |
| 14   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$213,988             | \$5,283           | \$219,272   | \$2,236,023  | 0                    |
| 14.5 | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$218,803             | \$469             | \$219,272   | \$2,210,760  | 0                    |
| 15   | \$20,000,000            | \$608,000                 | \$13,392,000         | 2.28431  | 221,487      | 2215                          | 215272                         | \$0                   | \$0               | \$0         | \$2,189,250  | 0                    |
|      |                         |                           |                      |          | \$5,756,682  | \$3,590                       | \$5,761,072                    | \$4,242,526           | \$1,239,412       | \$5,481,938 |              | \$544,406            |

NOTE: This information is provided to assist in analyzing the specific request to the TF committee. This information is subject to change based on actual tax assessments. This schedule assumes a 90% real estate valuation and a 0% debt coverage ratio. The actual TF amount available to fund site specific project cost will change based on the cost of public improvements.

|                        |             |
|------------------------|-------------|
| Original Loan Amount   | \$3,700,000 |
| Capitalized Interest   | \$344,408   |
| Loan Balance Remaining | \$0         |
|                        | <hr/>       |
|                        | \$4,044,408 |

ASSUMPTIONS (79 = calculate)

- 1 Assume No Pre-Development Base
- 2 Loan Amount: **\$3,700,000**
- 3 Interest Rate: 4.50%
- 4 Project Hard Costs: \$30,000,000
- 5 Increment Base: 306,000

AMORTIZATION SCHEDULE

Exhibit D

RECEIVED

APR 20 2022

PLANNING DEPT.

CONCEPTUAL BUDGETS

# BELLEVUE APARTMENTS-Lawre Circle

## Conceptual Budgets

4/6/2021

|                                    | Description                     | Notes                                  | Labor         | Materials   | Subcontracts    | Equipment/Other | Line Totals     | Cost per Gross SF | Cost per unit |
|------------------------------------|---------------------------------|--|---------------|-------------|-----------------|-----------------|-----------------|-------------------|---------------|
| <b>DIV 1--GENERAL REQUIREMENTS</b> |                                 |  |               |             |                 |                 |                 |                   |               |
|                                    | Architectural / Engineering     | Architectural/MEP/Structural/Civil     | \$ -          | \$ -        | \$ -            | \$ 750,000.00   | \$ 750,000.00   | \$ 5.04           | \$ 4,573.17   |
|                                    | Plans                           | Printing Plans                         | \$ -          | \$ -        | \$ -            | \$ 5,000.00     | \$ 5,000.00     | \$ 0.03           | \$ 30.49      |
| 1.3113                             | Supervision                     | 8 hours supervision per day on average | \$ 156,000.00 | \$ -        | \$ -            | \$ -            | \$ 156,000.00   | \$ 1.05           | \$ 951.22     |
| 1.3500                             | Common Labor                    | 12 hours common labor per day          | \$ 108,000.00 | \$ -        | \$ -            | \$ -            | \$ 108,000.00   | \$ 0.73           | \$ 658.54     |
|                                    | Building Permits                |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24           | \$ 213.41     |
|                                    | Builder's Risk Insurance        |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24           | \$ 213.41     |
| 1.7412                             | Construction Cleanup            |  | \$ 48,500.00  | \$ -        | \$ -            | \$ -            | \$ 48,500.00    | \$ 0.33           | \$ 295.73     |
| 1.7423                             | Final Cleanup                   |  | \$ -          | \$ -        | \$ 58,500.00    | \$ -            | \$ 58,500.00    | \$ 0.39           | \$ 356.71     |
| 1.5300                             | Winter Protection               |  | \$ -          | \$ -        | \$ -            | \$ 25,000.00    | \$ 25,000.00    | \$ 0.17           | \$ 152.44     |
| 1.5100                             | Temp. Utilities                 |  | \$ -          | \$ -        | \$ -            | \$ 35,000.00    | \$ 35,000.00    | \$ 0.24           | \$ 213.41     |
| 1.5200                             | Temp Facilities                 | temp facilities / restrooms            | \$ -          | \$ -        | \$ -            | \$ 8,400.00     | \$ 8,400.00     | \$ 0.06           | \$ 51.22      |
| 1.5123                             | Temp. Heat                      |  | \$ -          | \$ -        | \$ -            | \$ 48,000.00    | \$ 48,000.00    | \$ 0.32           | \$ 292.68     |
| 1.5600                             | Temp. Fence                     |  | \$ -          | \$ -        | \$ 15,000.00    | \$ -            | \$ 15,000.00    | \$ 0.10           | \$ 91.46      |
| 1.5600                             | Temporary Safety                | including signal 88                    | \$ -          | \$ 5,000.00 | \$ 45,000.00    | \$ 5,000.00     | \$ 55,000.00    | \$ 0.37           | \$ 335.37     |
| 1.7300                             | Equipment, Small Tools & Trucks |  | \$ -          | \$ -        | \$ -            | \$ 76,500.00    | \$ 76,500.00    | \$ 0.51           | \$ 466.46     |
| 1.7413                             | Haul Away Services              |  | \$ -          | \$ -        | \$ -            | \$ 36,500.00    | \$ 36,500.00    | \$ 0.25           | \$ 222.56     |
| <b>DIV 2 - SITEWORK</b>            |                                 |  |               |             |                 |                 |                 |                   |               |
| 31.3116                            | Termite Control                 |  | \$ -          | \$ -        | \$ 5,000.00     | \$ -            | \$ 5,000.00     | \$ 0.03           | \$ 30.49      |
| <b>DIV 3--CONCRETE</b>             |                                 |  |               |             |                 |                 |                 |                   |               |
| 3.3100                             | Footings                        | Includes Piers                         | \$ -          | \$ -        | \$ 296,600.00   | \$ -            | \$ 296,600.00   | \$ 1.99           | \$ 1,808.54   |
| 3.3100                             | Foundation Columns and Walls    | Structural Walls                       | \$ -          | \$ -        | \$ 345,500.00   | \$ -            | \$ 345,500.00   | \$ 2.32           | \$ 2,106.71   |
| 3.3100                             | Foundation walls @ elevator pit | Poured Walls                           | \$ -          | \$ -        | \$ 36,250.00    | \$ -            | \$ 36,250.00    | \$ 0.24           | \$ 221.04     |
| 7.1000                             | Drain Tile & waterproofing      | waterproofing                          | \$ -          | \$ -        | \$ 21,300.00    | \$ -            | \$ 21,300.00    | \$ 0.14           | \$ 129.88     |
| 7.1500                             | .....                           | Drain tile                             | \$ -          | \$ -        | \$ 7,500.00     | \$ -            | \$ 7,500.00     | \$ 0.05           | \$ 45.73      |
| 3.5413                             | Gyp-crete                       |  | \$ -          | \$ -        | \$ 162,000.00   | \$ -            | \$ 162,000.00   | \$ 1.09           | \$ 987.80     |
| 3.3500                             | Concrete Slab on grade          |  | \$ -          | \$ -        | \$ 86,500.00    | \$ -            | \$ 86,500.00    | \$ 0.58           | \$ 527.44     |
| 3.3500                             | Hollowcore topping              |  | \$ -          | \$ -        | \$ 225,000.00   | \$ -            | \$ 225,000.00   | \$ 1.51           | \$ 1,371.95   |
| 3.4100                             | Hollowcore & Erection           | Erected, welded and grouted            | \$ -          | \$ -        | \$ 1,398,000.00 | \$ -            | \$ 1,398,000.00 | \$ 9.40           | \$ 8,524.39   |
| <b>DIV 4 - MASONRY</b>             |                                 |  |               |             |                 |                 |                 |                   |               |
| 4.0000                             | Brick                           | Brick at 70% of East Side              | \$ -          | \$ -        | \$ 288,500.00   | \$ -            | \$ 288,500.00   | \$ 1.93           | \$ 1,746.95   |
| 4.2200                             | CMU Block Towers                | Stairs and Elevators                   | \$ -          | \$ -        | \$ 312,000.00   | \$ -            | \$ 312,000.00   | \$ 2.10           | \$ 1,902.44   |
|                                    | Precast @ Windows on East       |  | \$ -          | \$ -        | \$ 36,200.00    | \$ -            | \$ 36,200.00    | \$ 0.24           | \$ 220.73     |
|                                    | Temp masonry heat               | No winter work included                | \$ -          | \$ -        | \$ -            | \$ -            | \$ -            | \$ -              | \$ -          |

|                                    | Description               | Notes                    | Labor       | Materials       | Subcontracts  | Equipment/Other | Line Totals     | Cost per Gross Sq Ft | Cost per unit |
|------------------------------------|---------------------------|--------------------------|-------------|-----------------|---------------|-----------------|-----------------|----------------------|---------------|
|                                    | Temp enclosures           | No winter work included  | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -                 | \$ -          |
| <b>DIV 5--STEEL</b>                |                           |                          |             |                 |               |                 |                 |                      |               |
| 3.2100                             | Reinforcing steel         |                          | \$ -        | \$ 196,600.00   | \$ -          | \$ -            | \$ 196,600.00   | \$ 1.32              | \$ 1,198.78   |
| 5.1200                             | Structural steel          |                          |             | \$ 756,500.00   | \$ 426,800.00 | \$ -            | \$ 1,183,300.00 | \$ 7.95              | \$ 7,215.24   |
| 5.1200                             | Grouting of Baseplates    |                          | \$ 4,600.00 | \$ 2,100.00     | \$ -          | \$ -            | \$ 6,700.00     | \$ 0.05              | \$ 40.85      |
| 5.5200                             | Misc. Steel               |                          | \$ -        | \$ 18,000.00    | \$ -          | \$ -            | \$ 18,000.00    | \$ 0.12              | \$ 109.76     |
| 5.5200                             | Balcony Railings          | Aluminum Railings        | \$ -        | \$ -            | \$ 123,000.00 | \$ -            | \$ 123,000.00   | \$ 0.83              | \$ 750.00     |
| 5.5200                             | Ground Level Railings     | ramps and stairs on site | \$ -        | \$ -            | \$ 25,000.00  | \$ -            | \$ 25,000.00    | \$ 0.17              | \$ 152.44     |
| <b>DIV 6--WOODS &amp; PLASTICS</b> |                           |                          |             |                 |               |                 |                 |                      |               |
| 6.1000                             | Framing Materials Package |                          | \$ -        | \$ 2,418,000.00 | \$ -          | \$ -            | \$ 2,418,000.00 | \$ 16.25             | \$ 14,743.90  |
| 6.1000                             | Roof Trusses              |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -                 | \$ -          |
| 6.1000                             | Wall Components           |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -                 | \$ -          |
| 6.1000                             | Loose Materials           |                          | \$ -        | \$ -            | \$ -          | \$ -            | \$ -            | \$ -                 | \$ -          |
| 6.1100                             | Framing Labor             |                          | \$ -        | \$ -            | \$ 967,200.00 | \$ -            | \$ 967,200.00   | \$ 6.50              | \$ 5,897.56   |

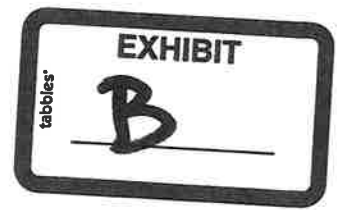
|                                      | Description                                     | Notes  | Labor        | Materials     | Subcontracts    | Equipment/Other | Line Totals     | Cost per Gross Sq Ft | Cost per unit |
|--------------------------------------|---|--|--------------|---------------|-----------------|-----------------|-----------------|----------------------|---------------|
|                                      | Decks   |  | \$ -         | \$ -          | \$ -            | \$ -            | \$ -            | \$ -                 | \$ -          |
| 6.1000                               | Install of building wrap, windows, & Doors      | Flexwrap for penetrations/window tape  | \$ -         | \$ -          | \$ 41,000.00    | \$ -            | \$ 41,000.00    | \$ 0.28              | \$ 250.00     |
| 6.1053                               | Misc. soffit framing at Sprinkler pipes/backing |  | \$ 10,000.00 | \$ 10,000.00  | \$ -            | \$ -            | \$ 20,000.00    | \$ 0.13              | \$ 121.95     |
| 6.1053                               | Firestopping                                    |  | \$ 10,000.00 | \$ 10,000.00  | \$ -            | \$ -            | \$ 20,000.00    | \$ 0.13              | \$ 121.95     |
| 6.2000                               | Install of doors/frames                         |  | \$ -         | \$ -          | \$ 46,500.00    | \$ -            | \$ 46,500.00    | \$ 0.31              | \$ 283.54     |
| 6.4100                               | Cabinets  |  | \$ 10,000.00 | \$ 555,000.00 | \$ 43,260.00    | \$ -            | \$ 608,260.00   | \$ 4.09              | \$ 3,708.90   |
| 6.2200                               | Millwork Materials                              |  | \$ -         | \$ 312,600.00 | \$ -            | \$ -            | \$ 312,600.00   | \$ 2.10              | \$ 1,906.10   |
| 6.2000                               | Installation of Millwork                        |  | \$ 16,300.00 | \$ -          | \$ 126,250.00   | \$ -            | \$ 142,550.00   | \$ 0.96              | \$ 869.21     |
|                                      | Countertops                                     | Quartz Countertops   | \$ -         | \$ -          | \$ 325,000.00   | \$ -            | \$ 325,000.00   | \$ 2.18              | \$ 1,981.71   |
| 12.3600                              | Solid Surface Window Sills                      |  | \$ -         | \$ -          | \$ 57,400.00    | \$ -            | \$ 57,400.00    | \$ 0.39              | \$ 350.00     |
| <b>DIV 7--THERMAL &amp; MOISTURE</b> |   |  |              |               |                 |                 |                 |                      |               |
| 7.2100                               | Insulation                                      | Includes spray foam at rim joists and batt insulation  | \$ -         | \$ -          | \$ 187,200.00   | \$ -            | \$ 187,200.00   | \$ 1.26              | \$ 1,141.46   |
| 7.3100                               | Roofing   | TPO Roofing  | \$ -         | \$ -          | \$ 1,180,800.00 | \$ -            | \$ 1,180,800.00 | \$ 7.94              | \$ 7,200.00   |
| 7.9200                               | Joint Sealant                                   |  | \$ -         | \$ -          | \$ 54,720.00    | \$ -            | \$ 54,720.00    | \$ 0.37              | \$ 333.66     |
| 7.7123                               | Gutters & Downspouts                            |  | \$ -         | \$ -          | \$ 72,000.00    | \$ -            | \$ 72,000.00    | \$ 0.48              | \$ 439.02     |
| 7.4600                               | Hardiboard Siding                               | Prefinished Hardiboard Siding  | \$ -         | \$ -          | \$ 996,800.00   | \$ -            | \$ 996,800.00   | \$ 6.70              | \$ 6,078.05   |
| <b>DIV 8--DOORS &amp; WINDOWS</b>    |   |  |              |               |                 |                 |                 |                      |               |
| 8.5200                               | Windows   | Aluminum Clad Windows  | \$ -         | \$ 532,800.00 | \$ -            | \$ -            | \$ 532,800.00   | \$ 3.58              | \$ 3,248.78   |
| 8.1100                               | HM Frames & Doors                               | Includes Birch prefinished unit entry doors and HM doors.  | \$ -         | \$ 155,800.00 | \$ 19,260.00    | \$ -            | \$ 175,060.00   | \$ 1.18              | \$ 1,067.44   |
|                                      | Aluminum Storefronts                            | Ground Level at each building  | \$ -         | \$ -          | \$ 38,600.00    | \$ -            | \$ 38,600.00    | \$ 0.26              | \$ 235.37     |
| 8.1100                               | Hardware  |  | \$ 6,500.00  | \$ 93,950.00  | \$ -            | \$ -            | \$ 100,450.00   | \$ 0.68              | \$ 612.50     |
| 8.8300                               | Mirrors   |  | \$ -         | \$ -          | \$ 23,440.00    | \$ -            | \$ 23,440.00    | \$ 0.16              | \$ 142.93     |
| <b>DIV 9--FINISHES</b>               |   |  |              |               |                 |                 |                 |                      |               |
| 9.2100                               | Drywall   |  | \$ -         | \$ -          | \$ 1,314,900.00 | \$ -            | \$ 1,314,900.00 | \$ 8.84              | \$ 8,017.68   |
| 9.2500                               | Acoustical Ceilings                             |  | \$ -         | \$ -          | \$ 146,400.00   | \$ -            | \$ 146,400.00   | \$ 0.98              | \$ 892.68     |
| 9.6800                               | Floor Finishes                                  | LVT except bedrooms, carpet bedrooms, hallways, stairs, tile backsplash, tile in public restroom, rubber flooring at fitness | \$ -         | \$ -          | \$ 517,900.00   | \$ -            | \$ 517,900.00   | \$ 3.48              | \$ 3,157.93   |
| 9.6000                               | Floor Prep Allowance                            |  | \$ -         | \$ -          | \$ 15,000.00    | \$ -            | \$ 15,000.00    | \$ 0.10              | \$ 91.46      |
| 10.2813                              | Bathroom Hardware                               | TP and towel bar in apartments.  | \$ -         | \$ 19,860.00  | \$ 4,800.00     | \$ -            | \$ 24,660.00    | \$ 0.17              | \$ 150.37     |
|                                      | Punch Units                                     |  | \$ 76,500.00 | \$ -          | \$ 17,500.00    | \$ -            | \$ 94,000.00    | \$ 0.63              | \$ 573.17     |
| 9.9100                               | Painting & Staining                             |  | \$ -         | \$ -          | \$ 647,180.00   | \$ -            | \$ 647,180.00   | \$ 4.35              | \$ 3,946.22   |
| <b>DIV 10--MISC. SPECIALTIES</b>     |   |  |              |               |                 |                 |                 |                      |               |
| 6.4600                               | Miscellaneous                                   | Misc Accessories   | \$ 5,000.00  | \$ 5,000.00   | \$ -            | \$ 5,000.00     | \$ 15,000.00    | \$ 0.10              | \$ 91.46      |
| 8.3100                               | Access Panels                                   |  | \$ 2,500.00  | \$ 7,500.00   | \$ -            | \$ -            | \$ 10,000.00    | \$ 0.07              | \$ 60.98      |
| 10.4413                              | Fire Extinguishers                              | 40 extinguishers to be located by architect  | \$ 2,500.00  | \$ 6,500.00   | \$ -            | \$ -            | \$ 9,000.00     | \$ 0.06              | \$ 54.88      |
| 10.5500                              | Mailboxes                                       |  | \$ 2,500.00  | \$ 15,000.00  | \$ -            | \$ -            | \$ 17,500.00    | \$ 0.12              | \$ 106.71     |
| 14.9182                              | Swimming Pool Allowance                         |  | \$ -         | \$ -          | \$ 75,000.00    | \$ -            | \$ 75,000.00    | \$ 0.50              | \$ 457.32     |
| <b>DIV 11--EQUIPMENT</b>             |   |  |              |               |                 |                 |                 |                      |               |
| 11.3100                              | Appliances                                      | GE Appliances  | \$ 17,860.00 | \$ -          | \$ 396,500.00   | \$ -            | \$ 414,360.00   | \$ 2.78              | \$ 2,526.59   |
| <b>DIV 12--FURNISHINGS</b>           |   |  |              |               |                 |                 |                 |                      |               |
|                                      | Window Blinds                                   | Faux Wood Blinds   | \$ -         | \$ -          | \$ 56,600.00    | \$ -            | \$ 56,600.00    | \$ 0.38              | \$ 345.12     |
|                                      | Building Signage                                | Allowance  | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00    | \$ 0.34              | \$ 304.88     |

EXHIBIT B

|                                     | Description                     | Notes                             | Labor        | Materials     | Subcontracts    | Equipment/Other | Line Totals      | Cost per Gross SF | Cost per unit |
|-------------------------------------|---------------------------------|-----------------------------------|--------------|---------------|-----------------|-----------------|------------------|-------------------|---------------|
|                                     | Interior Signage                |                                   | \$ 5,000.00  | \$ 5,000.00   | \$ -            | \$ -            | \$ 10,000.00     | \$ 0.07           | \$ 60.98      |
|                                     | Bike Racks                      |                                   | \$ 2,500.00  | \$ 2,500.00   | \$ -            | \$ -            | \$ 5,000.00      | \$ 0.03           | \$ 30.49      |
| <b>DIV 14--CONVEYING SYSTEMS</b>    |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 14.0000                             | Elevator                        | Stainless Steel Doors in and out. | \$ -         | \$ -          | \$ 436,250.00   | \$ -            | \$ 436,250.00    | \$ 2.93           | \$ 2,660.06   |
| <b>DIV 15--MECHANICAL</b>           |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 22.0100                             | Plumbing                        |                                   | \$ -         | \$ -          | \$ 1,996,480.00 | \$ -            | \$ 1,996,480.00  | \$ 13.42          | \$ 12,173.66  |
|                                     | MUD meter                       | in plumbing #                     | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
| 21.0100                             | Fire Sprinkler                  | 4 Knox Boxes Included             | \$ -         | \$ -          | \$ 265,500.00   | \$ -            | \$ 265,500.00    | \$ 1.78           | \$ 1,818.90   |
| 23.0100                             | HVAC                            |                                   | \$ -         | \$ -          | \$ 989,460.00   | \$ -            | \$ 989,460.00    | \$ 6.65           | \$ 6,033.29   |
|                                     | HVAC in parking garage          | in HVAC #                         | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
| <b>DIV 16--ELECTRICAL</b>           |                                 |                                   |              |               |                 |                 |                  |                   |               |
| 26.0100                             | Electrical                      | Includes Low Voltage              | \$ -         | \$ -          | \$ 1,519,360.00 | \$ -            | \$ 1,519,360.00  | \$ 10.21          | \$ 9,264.39   |
|                                     | Fixture Package                 | Included in electrical            | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |
|                                     | Security                        | Card Readers and Security         | \$ -         | \$ -          | \$ 106,500.00   | \$ -            | \$ 106,500.00    | \$ 0.72           | \$ 649.39     |
| Subtotals                           |                                 |                                   | \$ 484,260   | \$ 5,127,710  | \$ 16,646,410   | \$ 1,064,400    | \$ 23,322,780.00 | \$ 156.74         | \$ 142,212.07 |
| Material Tax (7.0%)                 |                                 |                                   | \$ -         | \$ 358,940    | \$ -            | \$ -            | \$ 358,939.70    | \$ 2.41           | \$ 2,188.66   |
| Contractor P & OH (4.5%)            |                                 |                                   | \$ 21,791.70 | \$ 246,899.24 | \$ 749,088.45   | \$ 47,898.00    | \$ 1,095,677.39  | \$ 7.16           | \$ 6,498.03   |
| <b>Building Construction Budget</b> |                                 |                                   | \$ 506,052   | \$ 5,733,549  | \$ 17,395,498   | \$ 1,112,298    | \$ 24,747,397.09 | \$ 166.31         | \$ 150,898.76 |
| <b>INFRASTRUCTURE</b>               |                                 |                                   |              |               |                 |                 |                  |                   |               |
|                                     | Demolition                      | Misc Site Demo                    | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
| 31.0100                             | Site Excavation                 |                                   | \$ -         | \$ -          | \$ 186,900.00   | \$ -            | \$ 186,900.00    | \$ 1.26           | \$ 1,139.63   |
| 31.2213                             | Site Grading                    | Fine Grading                      |              | \$ -          | \$ 27,770.00    | \$ -            | \$ 27,770.00     | \$ 0.19           | \$ 169.33     |
| 31.2216                             | Backfill                        |                                   |              | \$ -          | \$ 31,480.00    | \$ -            | \$ 31,480.00     | \$ 0.21           | \$ 191.95     |
| 33.0100                             | Site Utilities                  | Assuming No Underground Detention | \$ -         | \$ -          | \$ 326,000.00   | \$ -            | \$ 326,000.00    | \$ 2.19           | \$ 1,987.80   |
|                                     | MUD tap fees                    | Allowance                         | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
|                                     | OPPD Fees                       | Allowance                         | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
|                                     | Landscaping/sod/top soil        | Allowance                         | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
|                                     | Lawn Irrigation                 |                                   | \$ -         | \$ -          | \$ 15,000.00    | \$ -            | \$ 15,000.00     | \$ 0.10           | \$ 91.46      |
| 1.5700                              | Temporary Road Maintenance      |                                   | \$ -         | \$ -          | \$ 25,000.00    | \$ -            | \$ 25,000.00     | \$ 0.17           | \$ 152.44     |
| 31.2323                             | additional gravel under paving  |                                   | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
| 32.1313                             | Concrete Paving curb and gutter | Concrete Paving                   | \$ -         | \$ -          | \$ 383,960.00   | \$ -            | \$ 383,960.00    | \$ 2.58           | \$ 2,341.22   |
| 32.3100                             | Site Fence and Railings         | Allowance                         | \$ -         | \$ -          | \$ 50,000.00    | \$ -            | \$ 50,000.00     | \$ 0.34           | \$ 304.88     |
| 32.3200                             | Retaining walls                 | Retaining Walls                   |              |               | \$ 100,000.00   | \$ -            | \$ 100,000.00    | \$ 0.67           | \$ 609.76     |
| 32.1623                             | Concrete Sidewalks              |                                   | \$ -         | \$ -          | \$ 46,300.00    | \$ -            | \$ 46,300.00     | \$ 0.31           | \$ 282.32     |
| 32.1623                             | Concrete Stairs                 |                                   | \$ -         | \$ -          | \$ -            | \$ -            | \$ -             | \$ -              | \$ -          |

CONCRETE BUDGETS

|         | Description                          | Notes                              | Labor       | Materials    | Subcontracts  | Equipment/Other | Line Totals      | Cost per Gross SF | Cost per unit |
|---------|--------------------------------------|------------------------------------|-------------|--------------|---------------|-----------------|------------------|-------------------|---------------|
| 3,2100  | Concrete Reinforcement               |                                    | \$ -        | \$ -         | \$ -          | \$ -            | \$ -             | \$ -              | \$ -          |
| 32,1700 | Pavement markings / handicap signage |                                    | \$ -        | \$ -         | \$ 4,500.00   | \$ -            | \$ 4,500.00      | \$ 0.03           | \$ 27.44      |
| 7,9200  | Joint sealant                        | Hot tar joint sealants in pavement | \$ -        | \$ -         | \$ 12,500.00  | \$ -            | \$ 12,500.00     | \$ 0.08           | \$ 76.22      |
| 1,5700  | Sill Fence                           |                                    | \$ -        | \$ -         | \$ 2,500.00   | \$ -            | \$ 2,500.00      | \$ 0.02           | \$ 15.24      |
| 1,5700  | "SWPPP" Maintenance                  |                                    | \$ 7,500.00 | \$ -         | \$ -          | \$ -            | \$ 7,500.00      | \$ 0.05           | \$ 45.73      |
|         | Subtotals                            |                                    | \$ 7,500    | \$ -         | \$ 1,386,910  | \$ -            | \$ 1,394,410.00  | \$ 9.20           | \$ 8,502.50   |
|         | Material Tax (7.0%)                  |                                    | \$ -        | \$ -         | \$ -          | \$ -            | \$ -             | \$ -              | \$ -          |
|         | Contractor P & OH (4.5%)             |                                    | \$ 337.50   | \$ -         | \$ 62,410.95  | \$ -            | \$ 62,748.45     | \$ 0.41           | \$ 382.61     |
|         | <b>Infrastructure Budget</b>         |                                    | \$ 7,838    | \$ -         | \$ 1,449,321  | \$ -            | \$ 1,457,158.45  | \$ 9.62           | \$ 8,885.11   |
|         | <b>Grand Total</b>                   |                                    | \$ 513,889  | \$ 5,733,549 | \$ 18,844,819 | \$ 1,112,298    | \$ 26,204,555.54 | \$ 176            | \$ 159,784    |



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Stella Realty LLC

CASE #: ECD-55

CITY COUNCIL HEARING DATE: June 21, 2022

REQUEST: to approve the Redevelopment Plan for Lot 1, College Apartments Addition.

On April 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development.

VOTE:

| Yes: | Seven:    | No: | Zero: | Abstain: | Zero: | Absent: | Two:    |
|------|-----------|-----|-------|----------|-------|---------|---------|
|      | Casey     |     |       |          |       |         | Aerni   |
|      | Hankins   |     |       |          |       |         | Compton |
|      | Ritz      |     |       |          |       |         |         |
|      | Cutsforth |     |       |          |       |         |         |
|      | Ackley    |     |       |          |       |         |         |
|      | Perrin    |     |       |          |       |         |         |
|      | Jacobson  |     |       |          |       |         |         |

Planning Commission Hearing (s) was held on: April 28, 2022

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
6/21/2022

|  |   |   |  |
|--|---|---|--|
| COUNCIL MEETING DATE: 06/21/2022               |   | SUBMITTED BY: Finance                         |  |
| 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:

Approve the payoff of Cedar View Bond (SID #242) principal totaling \$50,000.00 plus interest.

SYNOPSIS/BACKGROUND:

The City annexed Cedar View (SID #242). Cedar View had outstanding bonds totaling \$50,000.00. Although the stated interest rate is 3%, other administrative costs including paying agent fees, make the payoff of these bonds with lower-yielding cash an action that is in the best interest of the City and the taxpayer. The City has adequate debt service cash reserves.

FISCAL IMPACT: \$50,000 plus Accr Int      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:

Approve and authorize the Mayor to sign Resolution #2022-16 calling the SID #242 (Cedar View) bonds for \$50,000.00 plus accrued interest.

ATTACHMENTS:

- |                        |          |          |
|------------------------|----------|----------|
| 1. Resolution #2022-16 | 2. _____ | 3. _____ |
| 4. _____               | 5. _____ | 6. _____ |

SIGNATURES:

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

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

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



**RESOLUTION No. 2020-16**  
**CALLING**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,**  
**OF SANITARY IMPROVEMENT DISTRICT NO. 242 OF SARPY COUNTY, NEBRASKA**  
**(CEDAR VIEW)**  
**DATE OF ORIGINAL ISSUE – MARCH 15, 2014,**  
**FOR REDEMPTION PRIOR TO MATURITY**

"BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska (the "City"), as follows:

Section 1. That the following outstanding bonds annexed by the City are hereby called for redemption on July 26, 2022:

Sanitary Improvement District No. 242 of Sarpy County, Nebraska (the "District"), General Obligation Refunding Bonds, Series 2014, date of original issue – March 15, 2014, in the principal amount of Fifty Thousand Dollars (\$50,000), becoming due and bearing interest as follows:

|                                   |                                       |                                |                            |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|
| <u>Maturing March 15:</u><br>2027 | <u>Principal Amount:</u><br>\$ 50,000 | <u>Interest Rate:</u><br>3.00% | <u>CUSIP</u><br>80379M AA4 |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|

Said bonds are hereinafter referred to as the "Redeemed Bonds."

The Redeemed Bonds are subject to redemption at any time on or after March 15, 2019, at par plus accrued interest to the date fixed for redemption. Said Redeemed Bonds were issued by the District for the purpose of retiring the District's General Obligation Bonds, Series 2006, dated May 1, 2006, and to pay issuance costs of the Redeemed Bonds.

Section 2. Said Redeemed Bonds shall be presented for payment at the office of UMB Bank, N.A., in Des Moines, Iowa, as Paying Agent and Registrar (the "Paying Agent") of the Redeemed Bonds.

Section 3. A copy of this resolution shall be filed immediately with the Paying Agent, not less than thirty days prior to said date fixed for redemption. The Paying Agent is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Mayor

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

**RESOLUTION No. 2020-16**  
**CALLING**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,**  
**OF SANITARY IMPROVEMENT DISTRICT NO. 242 OF SARPY COUNTY, NEBRASKA**  
**(CEDAR VIEW)**  
**DATE OF ORIGINAL ISSUE – MARCH 15, 2014,**  
**FOR REDEMPTION PRIOR TO MATURITY**

"BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska (the "City"), as follows:

Section 1. That the following outstanding bonds annexed by the City are hereby called for redemption on July 26, 2022:

Sanitary Improvement District No. 242 of Sarpy County, Nebraska (the "District"), General Obligation Refunding Bonds, Series 2014, date of original issue – March 15, 2014, in the principal amount of Fifty Thousand Dollars (\$50,000), becoming due and bearing interest as follows:

|                                   |                                       |                                |                            |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|
| <u>Maturing March 15:</u><br>2027 | <u>Principal Amount:</u><br>\$ 50,000 | <u>Interest Rate:</u><br>3.00% | <u>CUSIP</u><br>80379M AA4 |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|

Said bonds are hereinafter referred to as the "Redeemed Bonds."

The Redeemed Bonds are subject to redemption at any time on or after March 15, 2019, at par plus accrued interest to the date fixed for redemption. Said Redeemed Bonds were issued by the District for the purpose of retiring the District's General Obligation Bonds, Series 2006, dated May 1, 2006, and to pay issuance costs of the Redeemed Bonds.

Section 2. Said Redeemed Bonds shall be presented for payment at the office of UMB Bank, N.A., in Des Moines, Iowa, as Paying Agent and Registrar (the "Paying Agent") of the Redeemed Bonds.

Section 3. A copy of this resolution shall be filed immediately with the Paying Agent, not less than thirty days prior to said date fixed for redemption. The Paying Agent is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Mayor

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

**RESOLUTION No. 2020-16  
CALLING  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,  
OF SANITARY IMPROVEMENT DISTRICT NO. 242 OF SARPY COUNTY, NEBRASKA  
(CEDAR VIEW)  
DATE OF ORIGINAL ISSUE – MARCH 15, 2014,  
FOR REDEMPTION PRIOR TO MATURITY**

"BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska (the "City"), as follows:

Section 1. That the following outstanding bonds annexed by the City are hereby called for redemption on July 26, 2022:

Sanitary Improvement District No. 242 of Sarpy County, Nebraska (the "District"), General Obligation Refunding Bonds, Series 2014, date of original issue – March 15, 2014, in the principal amount of Fifty Thousand Dollars (\$50,000), becoming due and bearing interest as follows:

|                                   |                                       |                                |                            |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|
| <u>Maturing March 15:</u><br>2027 | <u>Principal Amount:</u><br>\$ 50,000 | <u>Interest Rate:</u><br>3.00% | <u>CUSIP</u><br>80379M AA4 |
|-----------------------------------|---------------------------------------|--------------------------------|----------------------------|

Said bonds are hereinafter referred to as the "Redeemed Bonds."

The Redeemed Bonds are subject to redemption at any time on or after March 15, 2019, at par plus accrued interest to the date fixed for redemption. Said Redeemed Bonds were issued by the District for the purpose of retiring the District's General Obligation Bonds, Series 2006, dated May 1, 2006, and to pay issuance costs of the Redeemed Bonds.

Section 2. Said Redeemed Bonds shall be presented for payment at the office of UMB Bank, N.A., in Des Moines, Iowa, as Paying Agent and Registrar (the "Paying Agent") of the Redeemed Bonds.

Section 3. A copy of this resolution shall be filed immediately with the Paying Agent, not less than thirty days prior to said date fixed for redemption. The Paying Agent is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED this 21<sup>st</sup> day of June, 2022.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Mayor

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**15c.**  
**6/21/2022**

|  |   |   |                       |
|--|---|---|-----------------------|
| COUNCIL MEETING DATE: 06/21/2022               |   | SUBMITTED BY: Doug Clark                      | Public Works Director |
| AGENDA ITEM:                                   | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/> |                       |
| LIQUOR LICENSE <input type="checkbox"/>        | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>       |                       |
| RESOLUTION <input checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |                       |

**SUBJECT:**

Bellevue Major Street Resurfacing (MAPA/NDOT AC Funding)

**SYNOPSIS/BACKGROUND:**

The State, on behalf of the city, received bids for the construction of Bellevue Major Street Resurfacing Project identified as MAPA-5081(2). Western Engineering Company, Inc. was the low bidder to whom the contract should be awarded in the amount of \$3,690,058.76. A contract will be provided for the Mayor to sign as soon as the resolution is approved and returned. This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six year Program.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Approve the Resolution awarding the Bellevue Major Street Resurfacing Project identified as MAPA-5081(2) to Western Engineering Company, Inc. in the amount of \$3,690,058.76. The City Council authorizes the Mayor to sign the contract on behalf of the city.

**ATTACHMENTS:**

1.  2.  3.

4.  5.  6.

**SIGNATURES:**

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

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

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

**R E S O L U T I O N    # 2022-17**

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 6th day of July, 2021, and the State on the 14th day of July, 2021, an agreement providing for the construction of a Federal Aid City Project at the following location: BELLEVUE MAJOR STREET RESURFACING, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-5081(2), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on June 16, 2022, at which time 2 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

WESTERN ENGINEERING COMPANY, INC, HARLAN, IA 51537-0350  
SEEDING, MISCELLANEOUS, BITUMINOUS, GENERAL ITEMS: \$3,690,058.76

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City using State's standard contract signing process, including when applicable, an electronic or digital signing process such as DocuSign®.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

CITY OF BELLEVUE

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

Council Member \_\_\_\_\_  
moved the adoption of said resolution.

Roll Call: \_\_\_\_\_ yea, \_\_\_\_\_ nay.  
Resolution adopted, signed and billed as adopted.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15d.  
6/21/2022

|  |   |   |
|--|---|---|
| COUNCIL MEETING DATE: 06/21/2022               | SUBMITTED BY: Administration/HR           | Jim Ristow                                    |
| 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:

Adopt Resolution 2022-18 and approve the City of Bellevue, Nebraska Deferred Compensation Plan, as amended and restated

SYNOPSIS/BACKGROUND:

The City of Bellevue, Nebraska Deferred Compensation Plan (457 Plan) had an original effective date of January 1, 2011. There have been amendments since that date. This restated plan consolidates those modifications into one new document. There are no changes to the Plan design.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve and Adopt the City of Bellevue, Nebraska Deferred Compensation Plan as amended and restated.

ATTACHMENTS:

|                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. Resolution #2022-18  | 2. Signature Pages      | 3. Entire Document      |
| 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. Biggs-Robin*  
*[Signature]*  
*[Signature]*

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended 457 Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Bellevue, Nebraska Deferred Compensation Plan as amended and restated and the Summary of 457 Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Bellevue, Nebraska

By: \_\_\_\_\_

City of Bellevue

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

- d. The Plan Administrator will advise the participant when the Plan has completed payment to the alternate payee.
  - e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefit payments under the QDRO.
  - f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a participant in the Plan.
7. **Determination order is not a QDRO.** If the Plan Administrator determines the order is not a QDRO:
- a. The Plan Administrator will advise the participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan Administrator's certification of the decision.
  - b. The Plan Administrator will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the participant's benefits as if the Plan had not received the order.
  - c. If the Plan Administrator determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Plan Administrator may delay distribution of any benefits subject to the order if the Plan Administrator has reason to believe a party will seek to cure the defects in the order. The Plan Administrator will continue to delay distribution during the period the Plan Administrator determines to be necessary to fulfill the Plan Administrator's duties under the Plan.
8. **Consultation with legal counsel.** The Plan Administrator will consult with the Plan's legal counsel in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

---

Signature of Plan Administrator  
City of Bellevue, Nebraska Deferred Compensation Plan

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended 457 Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Bellevue, Nebraska Deferred Compensation Plan as amended and restated and the Summary of 457 Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]





**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b.  **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1.  **Yes.** See Question 16.

2.  **No.**

And will **Roth Elective Deferrals** be made?

3.  **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4.  **No.**

- c.  **Nonelective Contributions.** See Question 17.

- d.  **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a.  **No exclusions.** All Employees are eligible to participate.

- b.  **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1.  **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2.  **Hourly-paid Employees.**

3.  **Leased Employees.** The Plan excludes Leased Employees.

4.  **Specify:** \_\_\_\_\_

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a.  **Participate.** Permits Independent Contractors to participate in the Plan.

- b.  **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c.  **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: \_\_\_\_\_

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b., c. or d.):

- a.  Wages, tips and other compensation on Form W-2.

- b.  Code §3401(a) wages (wages for withholding purposes).

- c.  415 safe harbor compensation.

- d.  Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e.  **No modifications.** The Plan makes no modifications to the definition.

- f.  **Modifications** (Choose one or more of 1. through 5.):

1.  **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2.  **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

3.  **Bonuses.** The Plan excludes bonuses.
4.  **Overtime.** The Plan excludes overtime.
5.  **Specify:** \_\_\_\_\_

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g.  **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
- h.  **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):

- a.  **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b.  **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):
1.  **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
  2.  **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
  3.  **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
  4.  **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
  5.  **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
  6.  **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

- a.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 65. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]
- b.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]

**Special Provisions for Police or Fire Department Employees** (*Choose c. and/or d. as applicable*):

- c.  **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
  2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]
- d.  **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
  2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

- a.  **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

- b.  **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):
1.  **Age.** Attainment of age \_\_\_\_\_.
  2.  **Service.** Service requirement (*Choose one of a. or b.*):
    - a.  **Year of Service.** One year of Continuous Service.
    - b.  **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.
  3.  **Specify:** \_\_\_\_\_.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):
- a.  **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
  - b.  **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
  - c.  **Date of hire.** The Employee's employment commencement date with the Employer.
  - d.  **Specify:** The first pay period following completion of Participation Agreement Form \_\_\_\_\_.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):
- a.  **No limitations.**
  - b.  **Limitations.** (*Choose one or more of 1., 2. or 3.*):
    1.  **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: 100% (*specify dollar amount or percentage of Compensation*).
    2.  **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
    3.  **Specify:** \_\_\_\_\_.
- [*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]
- Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):
- c.  **Permits.** Participants may make NRA catch-up contributions.  
**AND, Special NRA Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
    1.  will be taken into account in applying any matching contribution under the Plan.
    2.  will not be taken into account in applying any matching contribution under the Plan.
  - d.  **Does not permit.** Participants may not make NRA catch-up contributions.
- Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):
- e.  **Permits.** Participants may make age 50 catch-up contributions.  
**AND, Age 50 Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
    1.  will be taken into account in applying any matching contribution under the Plan.
    2.  will not be taken into account in applying any matching contribution under the Plan.
  - f.  **Does not permit.** Participants may not make age 50 catch-up contributions.
14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):
- a.  **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
  - b.  **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:
- a.  **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

- b.  **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
  - 1.  **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
  - 2.  **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.
  - 3.  **Describe Application of Automatic Deferrals:** \_\_\_\_\_.

c.  **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:

- a.  **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b.  **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c.  **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions<br>(indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____                                  | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |

d.  **Specify:** \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e.  **Plan Year.**
- f.  **Plan Year quarter.**
- g.  **Payroll period.**
- h.  **Specify:** \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i.  **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j.  **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k.  **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l.  **Specify:** \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m.  **No allocation conditions.**
- n.  **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.

- 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
- 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
- 4.  **Specify:** \_\_\_\_\_

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one):*

- a.  **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b.  **Fixed - Pro Rata.** \_\_\_\_\_ % of Compensation.
- c.  **Other.** A Nonelective Contribution may be made as follows:  
\_\_\_\_\_

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d.  **No allocation conditions.**
- e.  **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - 4.  **Specify:** \_\_\_\_\_

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a.  **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b.  **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c.  **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d.  **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e.  **Specify:** \_\_\_\_\_

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f.  **Lump sum.** A single payment.
- g.  **Installments.** Multiple payments made as follows: \_\_\_\_\_
- h.  **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i.  **Annuity distribution option(s):** \_\_\_\_\_
- j.  **Specify:** \_\_\_\_\_

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.):*

- k.  **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l.  **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m.  **Specify:** \_\_\_\_\_

**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n.  **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 5,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a.  **Immediate.** As soon as practical following the Participant's death.
- b.  **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c.  **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d.  **Describe:** \_\_\_\_\_.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a.  **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b.  **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
1.  **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2.  **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
- a.  **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b.  **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c.  **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ \_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ \_\_\_\_\_ but that does not exceed \$5,000.
3.  **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
4.  **Specify:** \_\_\_\_\_.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a.  **Apply.**
- b.  **Do not apply.**
- c.  **Specify:** \_\_\_\_\_.

22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a.  **Daily**. See Section 5.07(B)(4)(a).
- b.  **Balance forward**. See Section 5.07(B)(4)(b).
- c.  **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
- d.  **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.
- e.  **Directed Account method**. See Section 5.07(B)(4)(e).
- f.  **Describe Earnings allocation method:** \_\_\_\_\_.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13)**. The Employer elects to (*Choose one of a. or b. and c. or d.*):

**Continued Benefit Accruals.**

- a.  **Not apply the benefit accrual provisions of Section 3.13.**
- b.  **Apply the benefit accrual provisions of Section 3.13.**

**Distributions for deemed severance of employment (1.31(C)(3))**

- c.  **The Plan does NOT permit distributions for deemed severance of employment.**
- d.  **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11)**. A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] (*Choose all that apply of a. through d.*):

- a.  **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1.  **All Contributions**. (skip to 25.)
  - 2.  **Only the following contributions**. (select all that apply):
    - a.  **Salary Reduction Contributions**.
    - b.  **Nonelective Contributions**.
    - c.  **Matching Contributions**.
- b.  **Forfeiture under Vesting Schedule**. Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (*Choose one or more of 1., 2. or 3.*):

- 1.  **Salary Reduction Contributions**.
- 2.  **Nonelective Contributions**.
- 3.  **Matching Contributions**.
- 4.  **Vesting Schedule**.

| Years of Service | Vested Percentage |
|------------------|-------------------|
| _____            | _____ %           |
| _____            | _____ %           |
| _____            | _____ %           |
| _____            | _____ %           |
| _____            | _____ %           |

For vesting purposes, a "Year of Service" means:

5. \_\_\_\_\_

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c.  **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1.  **Salary Reduction Contributions.**
- 2.  **Nonelective Contributions.**
- 3.  **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

- 4.  The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
- 5.  **Specify:** \_\_\_\_\_

**Additional Provisions** (Choose d. if applicable)

d.  **Specify:** \_\_\_\_\_

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

- e.  **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):
  - 1.  **Nonelective.** As an additional Nonelective Contribution.
  - 2.  **Matching.** As an additional Matching Contribution.
- f.  **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):
  - 1.  **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
  - 2.  **Matching.** To reduce the Employer's fixed Matching Contribution.
- g.  **Specify:** \_\_\_\_\_

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a.  **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.
- b.  **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a.  **Custodial account(s).**
- b.  **Annuity contract(s).**
- c.  **Specify:** \_\_\_\_\_

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a.  **No additional Valuation Dates.**
- b.  **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
  - 1.  **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
  - 2.  **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.

3.  Specified Valuation Dates: \_\_\_\_\_

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

a.  Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

| Name(s)          | Title(s) |
|------------------|----------|
| City of Bellevue | Trustee  |
| _____            | _____    |
| _____            | _____    |
| _____            | _____    |

**Address and Telephone number** (Choose one of 1. or 2.):

1.  Use Employer address and telephone number.
2.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City

State

Zip

Telephone: \_\_\_\_\_

b.  Corporate Trustee

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City

State

Zip

Telephone: \_\_\_\_\_

AND, the Corporate Trustee shall serve as:

c.  a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

\_\_\_\_\_

d.  a Discretionary Trustee over all Plan assets except for the following:

\_\_\_\_\_

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a.  Does not permit.
- b.  Permitted pursuant to the Loan Policy.

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Rollover Contributions under Election 5.d. are made as follows:

**Who may roll over** (Choose one of a. or b.):

- a.  Participants only.
- b.  Eligible Employees or Participants.

**Sources/Types.** The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c.  **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d.  **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

**Distribution of Rollover Contributions** (*Choose one of e., f. or g.*):

- e.  **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f.  **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g.  **Specify:** \_\_\_\_\_

31. **EACA Automatic Deferral Provisions (3.14).**

**Participants subject to the Automatic Deferral Provisions.** The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a.  **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b.  **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c.  **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d.  **Describe:** \_\_\_\_\_

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e.  **Constant.** The Employer will withhold \_\_\_\_\_% of Compensation each payroll period.  
**Escalation of deferral percentage (select one or leave blank if not applicable)**
  - 1.  **Scheduled increases.** This initial percentage will increase by \_\_\_\_\_% of Compensation per year up to a maximum of \_\_\_\_\_ of Compensation.
  - 2.  **Other** (described Automatic Deferral Percentage): \_\_\_\_\_

**Automatic Deferral Optional Elections**

- f.  **Optional elections** (select all that apply or leave blank if not applicable)
  - Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.
    - 1.  A Participant's Affirmative Election will resume after the suspension period.
  - Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.
    - 2.  Special Effective Date: \_\_\_\_\_

32. **In-Plan Roth Rollover Contributions.**

- a.  **Yes, allowed.**  
**Effective Date** (enter date)
  - 1.  In-Plan Roth Rollover Effective Date: July 1, 2022

33. **In-Plan Roth Rollover Transfers.**

- a.  **Yes, allowed.**  
**Effective Date** (enter date)
  - 1.  In-Plan Roth Rollover Transfers Effective Date: July 1, 2022

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Bellevue, Nebraska

By: \_\_\_\_\_

City of Bellevue

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

**CITY OF BELLEVUE, NEBRASKA  
DEFERRED COMPENSATION PLAN**

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCEDURE**

In the case of any Domestic Relations Order (DRO) received by City of Bellevue, Nebraska Deferred Compensation Plan, its status as a Qualified Domestic Relations Order (QDRO) under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code will be determined under the following procedures. The Plan Administrator is responsible for administering the QDRO Procedure. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a Domestic Relations Order and for making distributions pursuant to a Domestic Relations Order which qualifies under Internal Revenue Code Section 414(p).

Procedure prior to receipt of order: The Plan will apply the following procedure prior to the Plan's receipt of a Domestic Relations Order.

1. **Suspension of Participant distributions or loans.** If the Plan Administrator is on notice (verbal or written) regarding a pending domestic relations action (e.g., a divorce) and has a reasonable belief the participant's account may become subject to a QDRO, the Plan Administrator may suspend processing the participant's distribution or loan requests pending resolution.
2. **Removing hold on the account.** After placing a hold on the account, the Plan Administrator should notify the participant of the hold on the account. In order to remove the hold, the Plan Administrator should request the Participant to provide written confirmation that a court will not issue a QDRO with respect to the account; such as a property settlement agreement awarding the entire account to the Participant.

Procedure after receipt of order: The Plan will apply the following procedure whenever it receives a DRO which purports to be a QDRO.

1. **Notice to Participant and to alternate payee.** Within a reasonable time period after receipt of a domestic relations order, the Plan Administrator will notify the participant and any alternate payee of the receipt of the order, and will deliver to the participant and to each alternate payee a copy of this QDRO Procedure. Any alternate payee may designate a representative to receive copies of notices that are to the alternate payee regarding a domestic relations order.
2. **Notice to Custodian.** The Plan Administrator, within a reasonable time period after receipt of a Domestic Relations Order, will notify the Custodian of the receipt of the order. The Plan Administrator, for any period during which the Plan Administrator (or a court of competent jurisdiction) is determining the issue of whether the order is a QDRO, will account separately for the amount of the participant's benefit which is subject to the order. The Plan Administrator will direct the Custodian to segregate the "QDRO amount" if possible.
3. **Review of order.** The Plan Administrator will review the order within a reasonable time to determine its qualified status. The Plan Administrator will complete a QDRO DETERMINATION CHECKLIST with respect to each order the Plan receives. In most circumstances, the Plan Administrator will complete review of the order within 30 days of receipt. After review, the Administrator will determine whether the order is a QDRO.
4. **Source of distributions: Roth vs. non-Roth.** Unless the QDRO provides otherwise, if the participant's account includes both a Roth deferral account and one or more other accounts (e.g., profit sharing, pre-tax deferral and match), the Plan will distribute any amounts payable under the QDRO pro rata from all of the participant's accounts, including the Roth deferral account.
5. **Suspension of distributions.** If the participant is receiving benefits from the Plan at the time of receipt of the order, the Plan Administrator will suspend distributions to the participant to the extent the Plan Administrator deems necessary to comply with the order should the Plan Administrator determine the order is a QDRO.
6. **Determination order is a QDRO.** If the Plan Administrator determines the order is a QDRO:
  - a. The Plan Administrator will notify the participant and each alternate payee that the order is a QDRO and the Plan will distribute amounts pursuant to the QDRO. The Plan Administrator will notify the participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan Administrator's certification.
  - b. If the QDRO requires immediate payment, the Plan will pay the designated amounts as soon as administratively feasible. Payment of any amount the order required the Plan to pay during the determination period will include interest from the date the QDRO required the first payment, at the rate of interest determined to be reasonable. The rate of interest payable on a regular savings account is a reasonable rate of interest for this purpose.
  - c. If the Plan cannot make the distribution within 30 days of the determination of qualified status of the QDRO, the Plan Administrator will advise the parties of the delay, of the reason for the delay and of the date by which the Plan expects to make payment.

- d. The Plan Administrator will advise the participant when the Plan has completed payment to the alternate payee.
  - e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefit payments under the QDRO.
  - f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a participant in the Plan.
7. **Determination order is not a QDRO.** If the Plan Administrator determines the order is not a QDRO:
- a. The Plan Administrator will advise the participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan Administrator's certification of the decision.
  - b. The Plan Administrator will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the participant's benefits as if the Plan had not received the order.
  - c. If the Plan Administrator determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Plan Administrator may delay distribution of any benefits subject to the order if the Plan Administrator has reason to believe a party will seek to cure the defects in the order. The Plan Administrator will continue to delay distribution during the period the Plan Administrator determines to be necessary to fulfill the Plan Administrator's duties under the Plan.
8. **Consultation with legal counsel.** The Plan Administrator will consult with the Plan's legal counsel in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

---

Signature of Plan Administrator  
City of Bellevue, Nebraska Deferred Compensation Plan

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended 457 Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Bellevue, Nebraska Deferred Compensation Plan as amended and restated and the Summary of 457 Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

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

**15e.  
6/21/2022**

|  |   |   |
|--|---|---|
| COUNCIL MEETING DATE: 06/21/2022               | SUBMITTED BY: Administration/HR           | Jim Ristow                                    |
| 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:**

Adopt Resolution 2022-19 and approve the City of Bellevue, Nebraska Retirement Income Plan, as amended and restated

**SYNOPSIS/BACKGROUND:**

The City of Bellevue, Nebraska Retirement Income Plan had an original effective date of August 1, 1963. There have been amendments since that date. This restated plan consolidates those modifications into one new document. There are no changes to the Plan design.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

**RECOMMENDATION:**

Approve and Adopt the City of Bellevue, Nebraska Retirement Income Plan as amended and restated.

**ATTACHMENTS:**

|                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. Resolution #2022-19  | 2. Signature Pages      | 3. Entire Document      |
| 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. Blue R. Ristow*  
*[Signature]*  
*[Signature]*

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of City of Bellevue, Nebraska Retirement Income Plan as amended and restated, and the Summary of Plan Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Benefit Plans, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Benefit Plans, Inc.

Address: 16924 Frances Street Suite 100

Omaha Nebraska 68130

Telephone Number: (402) 891-0808

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Bellevue, Nebraska

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

**Participant Loan Program**

**7. Military service.** If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan shall suspend loan repayments upon request by the Participant until the Participant's completion of military service. The Employer will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed six percent (6%), compounded annually.

**8. Leave of absence/suspension of payment.** The Administrator may, upon request by the Participant, suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Administrator will provide the Participant with the below written explanation of the effect of the leave of absence upon his or her Plan loan.

**9. Payments after leave of absence.** When payments resume following a payment suspension in connection with a leave of absence authorized in 7 or 8 above, the Participant shall select one of the following methods to repay the loan, plus accumulated interest:

- a. The Participant shall increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
- b. The Participant shall pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
- c. The Participant may extend the maturity of the loan and reamortize the payments over the remaining term of the loan. In no event shall the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a leave of absence described in item 8 above, the revised term of the loan shall not exceed the maximum term permitted under item 4 above. In the case of a leave of absence described in item 7 above, the revised term of the loan shall not exceed the maximum term permitted under item 4 above, augmented by the time the Participant was actually in United States military service.

**10. Default.** The Administrator will treat a loan in default if:

- a. any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment; or
- b. the Participant makes or furnishes any false representation or statement to the Plan.

The Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

\* \* \* \* \*

**ADOPTION OF LOAN PROGRAM**

The Administrator of City of Bellevue, Nebraska Retirement Income Plan adopts this Loan Program on the date specified below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Administrator

f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a Participant in the Plan.

**6. Determination order is not a QDRO.** If the Administrator determines the order is not a QDRO:

a. The Administrator will advise the Participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the Participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Administrator's certification of the decision.

b. The Administrator will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the Participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the Participant's benefits as if the Plan had not received the order.

c. If the Administrator determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Administrator may delay distribution of any benefits subject to the order if the Administrator has reason to believe a party will seek to cure the defects in the order. The Administrator will continue to delay distribution during the period the Administrator determines to be necessary to fulfill the Administrator's fiduciary duties under the Plan.

**7. Consultation with legal counsel.** The Administrator will consult with the Plan's legal counsel in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

\* \* \* \* \*

**Adoption of QDRO Procedure**

The Administrator of City of Bellevue, Nebraska Retirement Income Plan adopts this QDRO Procedure on the date specified below.

By: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of City of Bellevue, Nebraska Retirement Income Plan as amended and restated, and the Summary of Plan Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

ADOPTION AGREEMENT FOR
BENEFIT PLANS, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Bellevue, Nebraska

Address: 1500 Wall Street

Street

Bellevue Nebraska 68005

City

State

Zip

Telephone: (402) 293-3009

Taxpayer Identification Number (TIN): 47-6006099

Employer's Fiscal Year ends: December 31st

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [ ] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Bellevue, Nebraska Retirement Income Plan

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)

1. [X] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. August 1, 1963 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. January 1, 2022 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

\_\_\_\_\_ City State Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Employer contributions other than matching** (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  **Employer matching contributions** (Questions 26-28)
- d.  **Mandatory Employee contributions** (Question 30)

- e.  **After-tax voluntary Employee contributions**
- f.  **Rollover contributions** (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  **Employer matching contributions**
- h.  **Employer contributions other than matching contributions**
- i.  **Rollover contributions**
- j.  **After-tax voluntary Employee contributions**

**ELIGIBILITY REQUIREMENTS**

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)

- a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b.  **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
  - 1.  Union Employees (as defined in Plan Section 1.17)
  - 2.  Nonresident aliens (as defined in Plan Section 1.17)
  - 3.  Leased Employees (Plan Section 1.29)
  - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_  
\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
  - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  - 7.  Other: Police Officers, Firefighters and part-time employees (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)

- a.  **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
- b.  **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  **Age Requirement**
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  **Service Requirement**
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)
  - 2.  age requirement
  - 3.  waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: \_\_\_\_\_ (must be definitely determinable)

**SERVICE**

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

|  | 1.                       | 2.                       | 3.                             |
|--|--------------------------|--------------------------|--------------------------------|
| <b>Other Employer</b>                            | <b>Eligibility</b>       | <b>Vesting</b>           | <b>Contribution Allocation</b> |
| c. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>       |
| d. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>       |
| e. <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>       |

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

**NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

**Non-Standardized Governmental 401(a)**

3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 17)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distribution and contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
  4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distributions and contributions
- c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1.  all purposes
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions

- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1.  All purposes
2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a.  N/A (no Employer contributions; skip to Question 19)
  - b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

| Years (or Periods) of Service | Percentage   |
|-------------------------------|--------------|
| <u>Less than 2</u>            | <u>0</u> %   |
| <u>3</u>                      | <u>30</u> %  |
| <u>4</u>                      | <u>40</u> %  |
| <u>5</u>                      | <u>60</u> %  |
| <u>6</u>                      | <u>80</u> %  |
| <u>7</u>                      | <u>100</u> % |

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

| Years (or Periods) of Service | Percentage |
|-------------------------------|------------|
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |
| _____                         | _____ %    |

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age 65
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  **Other:** \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

- a.  N/A (no early retirement provision provided)
- b.  Early Retirement Date means the:
  - 1.  date on which a Participant satisfies the early retirement requirements
  - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

**Early retirement requirements**

- 4.  Participant attains age 55  
AND, completes.... (leave blank if not applicable)
  - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
  - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to Question 23. below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation
  - 2.  Regular pay will be **excluded**
  - 3.  Leave cash-outs will be **excluded**
  - 4.  Nonqualified unfunded deferred compensation will be **excluded**
  - 5.  Military Differential Pay will be **included**
  - 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.

- 1.  Each Participant constitutes a separate classification.
- 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

c.  **Fixed contribution** equal to (only select one):

- 1.  \_\_\_\_\_% of each Participant's Compensation for each:
  - a.  Plan Year
  - b.  calendar quarter
  - c.  month
  - d.  pay period
  - e.  week
- 2.  \$\_\_\_\_\_ per Participant.
- 3.  \$\_\_\_\_\_ per Hour of Service worked while an Eligible Employee
  - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
- 4.  other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b))

**NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of

this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1.  Sick leave
2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
  - a.  The Former Employee must be at least age \_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_ (e.g., 40) hours
4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
  - a.  The Employee must be at least age \_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_ (e.g., 40) hours

- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

- 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
- 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3.  Participants will NOT share in the allocations, regardless of service.
- 4.  Participants will share in the allocations, regardless of service.
- 5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a.  Elective deferrals to a **457 plan**. Enter Plan name(s): \_\_\_\_\_
- b.  Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: Mandatory Contributions \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

e.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 100 % (e.g., 50) of the Participant's "matched Employee contributions"

1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)

Additional matching contribution (choose 2. if applicable):

2.  plus an additional matching contribution of a discretionary percentage determined by the Employer,

a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions<br>(indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____                                  | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |

**Non-Standardized Governmental 401(a)**

- g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

| Years (or Periods) of Service | Matching Percentage |
|-------------------------------|---------------------|
| _____                         | _____ %             |
| _____                         | _____ %             |
| _____                         | _____ %             |

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
  2.  eligibility purposes
- h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

| Tiers of Contributions<br>(indicate \$ or %) | Matching Percentage |
|--|---------------------|
| First _____                                  | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |
| Next _____                                   | _____ %             |

- j.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. **MATCHING CONTRIBUTION PROVISIONS**

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a.  N/A (no Plan specific limit on the amount of matching contribution)
  - b.  \$\_\_\_\_\_.
  - c.  \_\_\_\_\_% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d.  the Plan Year (potential annual true-up required)
  - e.  each payroll period (no true-up)
  - f.  each month (potential monthly true-up required)
  - g.  each Plan Year quarter (potential quarterly true-up required)
  - h.  each payroll unit (e.g., hour) (no true-up)
  - i.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. **ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.**

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**
  - 1.  A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
  - 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3.  Participants will NOT share in the allocations, regardless of service.
  - 4.  Participants will share in the allocations, regardless of service.
  - 5.  Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f.  The Plan Year quarter.
- g.  Payroll period.
- h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))  
**Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:  
 a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))  
 b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.  
 c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.  
 d.  As soon as reasonably practical after the date the Participant severs employment.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e.  added to the Employer contribution and allocated in the same manner  
 f.  used to reduce any Employer contribution  
 g.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year  
 h.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

**Type of mandatory Employee Contribution.** The mandatory Employee contribution is being made in accordance with the following: (select one)

- a.  The mandatory Employee contribution is a condition of employment.  
 b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

**Amount of mandatory Employee Contribution** (select one)

- c.  An Eligible Employee must contribute to the Plan 6 % (not to exceed 25%) of Compensation.  
 d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

**Conditions of Mandatory Employee Contributions**

- e.  **Additional provisions and conditions:** \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f.  The mandatory Employee contribution is not "picked-up" by the Employer.

**DISTRIBUTIONS**

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)  
 Distributions under the Plan may be made in (select all that apply; must select at least one):  
 a.  lump-sums  
 b.  substantially equal installments  
 c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)  
 d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):  
 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments  
 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)  
 e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)  
 f.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

- g.  cash only, except for (select all that apply; leave blank if none apply):  
 1.  insurance Contracts  
 2.  annuity Contracts  
 3.  Participant loans  
 4.  all investments in an open brokerage window or similar arrangement

**Non-Standardized Governmental 401(a)**

- h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND**, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND**, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1.  The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No, Participant consent is required for all distributions.
- n.  Yes, Participant consent is required only if the distribution is over:
1.  \$5,000

- 2.  \$1,000
- 3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
  - o.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  - 1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age \_\_\_\_\_ (may not be less than age 62 for Money Purchase Pension Plans)
  - 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  - 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  - 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer Account

Permitted from the following assets attributable to (select one or both):

  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)**  
 Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_

**MISCELLANEOUS**

35. **LOANS TO PARTICIPANTS (Plan Section 7.4)**

- a.  New loans are NOT permitted.
- b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. **ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)**

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time
- d.  Only when the Participant is otherwise entitled to any distribution under the Plan

37. **HEART ACT** (Plan Section 4.11) (select one or more)
- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
  - b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider’s IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Benefit Plans, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider’s representative.

Provider Name: Benefit Plans, Inc.

Address: 16924 Frances Street Suite 100

Omaha Nebraska 68130

Telephone Number: (402) 891-0808

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Bellevue, Nebraska

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates** (leave blank if not applicable):

- a.  **Special effective date(s):** \_\_\_\_\_ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

**B. Other permitted elections** (the following elections are optional):

- a.  **No other permitted elections**

**The following elections apply** (select one or more):

- b.  **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c.  **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a.  eligibility purposes
- b.  vesting purposes
2.  **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a.  all Break-in-Service rules set forth in such Sections.
- b.  only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)
- d.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e.  **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1.  **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a.  joint and 100% survivor annuity
- b.  joint and 75% survivor annuity
- c.  joint and 66 2/3% survivor annuity
2.  **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a.  100% of a Participant's interest in the Plan.
- b.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.
- f.  **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g.  **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_
- h.  **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

|  | <b>Eligibility</b>          | <b>Vesting</b>              | <b>Contribution Allocation</b> |
|--|-----------------------------|-----------------------------|--------------------------------|
| 1. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/>    |
| 2. <input type="checkbox"/> Employer name: _____ | a. <input type="checkbox"/> | b. <input type="checkbox"/> | c. <input type="checkbox"/>    |

3.  Employer name: \_\_\_\_\_ a.  b.  c.
4.  Employer name: \_\_\_\_\_ a.  b.  c.
5.  Employer name: \_\_\_\_\_ a.  b.  c.
6.  Employer name: \_\_\_\_\_ a.  b.  c.

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ a.  b.  c.   
(e.g., credit service with X only on/following 1/1/19)
- i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
 

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

    - a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
    - b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
    - c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
    - d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)
- j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
  2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
    - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
      1.  N/A (annuity distributions are not permitted)
      2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
    - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
      1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k.  **Other spousal provisions** (select one or more)
1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
  2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_  
(specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  2.  N/A (no limitations)
  3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. **Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a.  Limitations (select one or more):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 6.12
      - b.  financial necessity (as defined in the loan program).
    - 3.  The minimum loan will be \$ 1,500.
    - 4.  A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
    - 6.  The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
    - 7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Account(s) attributable to Employer matching contributions
      - b.  Account attributable to Employer contributions other than matching contributions
      - c.  Rollover Account
      - d.  Transfer Account
      - e.  Other: \_\_\_\_\_
- AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f.  by determining the limits by only considering the restricted accounts.
  - g.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  1.0 percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate at the time the loan is made
- d.  **Refinancing.** Loan refinancing is allowed.

B. **Life Insurance.** (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

**Limitations**

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

C. **Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):  
 \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement
- b.  Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. [ ] Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

- 1. [ ] \_\_\_\_\_
- 2. [ ] \_\_\_\_\_
- 3. [ ] Use Employer address/telephone number/email
- 4. [ ] Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

- d. [X] Individual Trustee(s)
- e. [ ] Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Bellevue Nebraska Plan Trust

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. [ ] Select for each individual Trustee (skip to next question)
- h. [X] The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)
  - 1. [X] A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
  - 2. [ ] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
  - 3. [ ] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
  - 4. [ ] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. [X] Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name City of Bellevue, Nebraska

Title/Email:

- 1. Title Trustee
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. Name \_\_\_\_\_

Title/Email:

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

- 3. [ ] Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4. [ ] A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5. [ ] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6. [ ] A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

**Non-Standardized Governmental 401(a)**

d. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_

2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  **Individual Trustee Address** (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Corporate Trustee Name/Type/Address** (complete if e. selected above)

k.  Name \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. - 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. - 4.)

**Signee** (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l.  Name \_\_\_\_\_

**Title:**

1. \_\_\_\_\_

**Address/telephone number/email**

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Custodian(s) Name/Address.** The Custodian(s) are (*optional*)

m.  Name(s) \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email

**Non-Standardized Governmental 401(a)**

2.  Use following address/telephone number/email
- a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
- 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

**Non-Standardized Governmental 401(a)**

FIS BUSINESS SYSTEMS LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS

CITY OF BELLEVUE, NEBRASKA  
RETIREMENT INCOME PLAN

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

CITY OF BELLEVUE, NEBRASKA  
RETIREMENT INCOME PLAN

PARTICIPANT LOAN PROGRAM

City of Bellevue, Nebraska Retirement Income Plan permits loans to be made to Participants and their beneficiaries. However, before any loan is made, the Plan requires that a written loan program be established which sets forth the rules and guidelines for making Participant loans. This document shall serve as the required written loan program. In addition, the Administrator may use this document to serve as, or supplement, any required notice of the loan program to Participants and their beneficiaries. All references to Participants in this loan program shall only include Participants and their Beneficiaries or any alternate payee with respect to the Plan. Furthermore, it shall only include those individuals to the extent they are "parties in interest" as defined by ERISA Section 3(14).

The Administrator is authorized to administer the Participant Loan Program. A Participant must apply to the Administrator for a loan in the manner set forth by the Administrator.

**1. Loan application.** Any Participant that is actively employed may apply for a loan from the Plan. A Participant must apply for each loan in a form approved by the Administrator, which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan. The Participant will be required to provide any supporting information deemed necessary by the Administrator.

**2. Loan limitations and rules.** The Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) shall apply, in addition to such other requirements set forth in the Plan:

- a. No loan in an amount less than \$1,500 will be granted to any Participant.
- b. A Participant can only have one (1) loan(s) currently outstanding from the Plan.
- c. Loan refinancing is permitted

**3. Account restrictions.** Loans may be made from any of the Participant's accounts in the Plan.

**4. Evidence and terms of loan.** The Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

Any loan granted or renewed under this program will bear an interest rate equal to 1.0% above the prime rate. The interest rate will be fixed for the duration of the loan.

The loan must provide at least quarterly payments under a level amortization schedule. Generally, the Administrator will require that the Participant repay the loan by agreeing to payroll deduction.

The Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

**5. Security for loan.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Administrator will require that such security be provided before the loan will be granted.

**6. Form of pledge.** The pledge and assignment of a Participant's account balances will be in the form prescribed by the Administrator.

**Participant Loan Program**

7. **Military service.** If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan shall suspend loan repayments upon request by the Participant until the Participant's completion of military service. The Employer will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed six percent (6%), compounded annually.

8. **Leave of absence/suspension of payment.** The Administrator may, upon request by the Participant, suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Administrator will provide the Participant with the below written explanation of the effect of the leave of absence upon his or her Plan loan.

9. **Payments after leave of absence.** When payments resume following a payment suspension in connection with a leave of absence authorized in 7 or 8 above, the Participant shall select one of the following methods to repay the loan, plus accumulated interest:

- a. The Participant shall increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
- b. The Participant shall pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
- c. The Participant may extend the maturity of the loan and reamortize the payments over the remaining term of the loan. In no event shall the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a leave of absence described in item 8 above, the revised term of the loan shall not exceed the maximum term permitted under item 4 above. In the case of a leave of absence described in item 7 above, the revised term of the loan shall not exceed the maximum term permitted under item 4 above, augmented by the time the Participant was actually in United States military service.

10. **Default.** The Administrator will treat a loan in default if:

- a. any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment; or
- b. the Participant makes or furnishes any false representation or statement to the Plan.

The Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

\* \* \* \* \*

**ADOPTION OF LOAN PROGRAM**

The Administrator of City of Bellevue, Nebraska Retirement Income Plan adopts this Loan Program on the date specified below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Administrator

**CITY OF BELLEVUE, NEBRASKA  
RETIREMENT INCOME PLAN**

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCEDURE**

In the case of any domestic relations order (DRO) received by City of Bellevue, Nebraska Retirement Income Plan, its status as a "qualified domestic relations order" (QDRO) under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code will be determined under the following procedures. The Administrator is responsible for administering the QDRO Procedure. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a domestic relations order and for making distributions pursuant to a domestic relations order which qualifies under Internal Revenue Code Section 414(p).

Procedure prior to receipt of order: The Plan will apply the following procedure prior to the Plan's receipt of a domestic relations order.

1. **Suspension of Participant distributions or loans.** If the Administrator is on notice (verbal or written) regarding a pending domestic relations action (e.g., a divorce) and has a reasonable belief the Participant's account may become subject to a QDRO, the Administrator may suspend processing the Participant's distribution or loan requests pending resolution.
2. **Removing hold on the account.** After placing a hold on the account, the Administrator should notify the Participant of the hold on the account. In order to remove the hold, the Administrator should request the Participant to provide written confirmation that a court will not issue a QDRO with respect to the account; such as a property settlement agreement awarding the entire account to the Participant.

Procedure after receipt of order: The Plan will apply the following procedure whenever it receives a DRO which purports to be a QDRO.

1. **Notice to Participant and to alternate payee.** Within a reasonable time period after receipt of a domestic relations order, the Administrator will notify the Participant and any alternate payee of the receipt of the order, and will deliver to the Participant and to each alternate payee a copy of this QDRO Procedure. Any alternate payee may designate a representative to receive copies of notices that are to the alternate payee regarding a domestic relations order.
2. **Notice to Trustee.** The Administrator, within a reasonable time period after receipt of a domestic relations order, will notify the Trustee of the receipt of the order. The Administrator, for any period during which the Administrator (or a court of competent jurisdiction) is determining the issue of whether the order is a QDRO, will account separately for the amount of the Participant's benefit which is subject to the order. The Administrator will direct the Trustee to segregate the "QDRO amount" if possible.
3. **Review of order.** The Administrator will review the order within a reasonable time to determine its qualified status. The Administrator will complete a QDRO DETERMINATION CHECKLIST with respect to each order the Plan receives. In most circumstances, the Administrator will complete review of the order within 30 days of receipt. After review, the Administrator will determine whether the order is a QDRO.
4. **Suspension of Participant investment or distributions.** The Plan will suspend the Participant's right to direct any investments during the period the Administrator is determining the qualified status of the order. If the Participant is receiving benefits from the Plan at the time of receipt of the order, the Administrator will suspend distributions to the Participant to the extent the Administrator deems necessary to comply with the order should the Administrator determine the order is a QDRO.
5. **Determination order is a QDRO.** If the Administrator determines the order is a QDRO:
  - a. The Administrator will notify the Participant and each alternate payee that the order is a QDRO and the Plan will distribute amounts pursuant to the QDRO. The Administrator will notify the Participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Administrator's certification.
  - b. If the QDRO requires immediate payment, the Plan will pay the designated amounts as soon as administratively feasible. Payment of any amount the order required the Plan to pay during the determination period will include interest from the date the QDRO required the first payment, at the rate of interest determined to be reasonable. The rate of interest payable on a regular savings account is a reasonable rate of interest for this purpose.
  - c. If the Plan cannot make the distribution within 30 days of the determination of qualified status of the QDRO, the Administrator will advise the parties of the delay, of the reason for the delay and of the date by which the Plan expects to make payment.
  - d. The Administrator will advise the Participant when the Plan has completed payment to the alternate payee.
  - e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefit payments under the QDRO.

f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a Participant in the Plan.

**6. Determination order is not a QDRO.** If the Administrator determines the order is not a QDRO:

a. The Administrator will advise the Participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the Participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Administrator's certification of the decision.

b. The Administrator will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the Participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the Participant's benefits as if the Plan had not received the order.

c. If the Administrator determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Administrator may delay distribution of any benefits subject to the order if the Administrator has reason to believe a party will seek to cure the defects in the order. The Administrator will continue to delay distribution during the period the Administrator determines to be necessary to fulfill the Administrator's fiduciary duties under the Plan.

**7. Consultation with legal counsel.** The Administrator will consult with the Plan's legal counsel in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

\*\*\*\*\*

**Adoption of QDRO Procedure**

The Administrator of City of Bellevue, Nebraska Retirement Income Plan adopts this QDRO Procedure on the date specified below.

By: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

**ADOPTING RESOLUTION**

The undersigned authorized representative of City of Bellevue, Nebraska (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Plan and Trust effective January 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of City of Bellevue, Nebraska Retirement Income Plan as amended and restated, and the Summary of Plan Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
6/21/2022

|                                  |                          |                          |                                     |                       |                          |
|----------------------------------|--------------------------|--------------------------|-------------------------------------|-----------------------|--------------------------|
| COUNCIL MEETING DATE: 06/21/2022 |                          | SUBMITTED BY: Doug Clark |                                     | 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:

Harlan Drive & Fort Crook Road Bridge Repairs #U023001654

SYNOPSIS/BACKGROUND:

Approval of the low, responsive bidder for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs in an amount not to exceed \$1,596,990.30.

FISCAL IMPACT: \$1,756,689.33 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: Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bridge Repairs- Project

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

CIP PROJECT NAME: CIP PROJECT NUMBER: ST22(6)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): M146(321)

ACCOUNTING DISTRIBUTION CODE: CIPST22(6) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Approve the low bid from Charles Vrana & Son Construction Company, not to exceed \$1,596,990.30 plus potential City initiated Change Orders of up to 10% (\$159,699.03) for the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. Contract 2. Bid Sheet 3. Proposal

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*

*[Signature]*



BIDDER: Chas. Vrana & Son Construction Co.

Project: City of Bellevue  
“**HARLAN DRIVE OVER FORT CROOK ROAD BRIDGE APPROACH  
REPLACEMENT AND REPAIRS**”

### PROPOSAL

To: Mayor and City Council  
City of Bellevue  
Bellevue, Nebraska 68005


I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “**HARLAN DRIVE OVER FORT CROOK ROAD BRIDGE APPROACH REPLACEMENT AND REPAIRS**” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) #1 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (**see Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the

undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

 Chief Executive Officer  
\_\_\_\_\_  
Signature of Bidder - Title

Troy W. Perry

\_\_\_\_\_  
Typed or Printed Name

Chas . Vrana & Son Construction Co.

\_\_\_\_\_  
Name of Company

4816 F Street Omaha, NE 68117

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
00-983-5703

\_\_\_\_\_  
DUNS #

City of Omaha License # LIC-1604380

\_\_\_\_\_  
City of Bellevue Contractor's License #/or  
approved equivalent

(402) 733-5200

\_\_\_\_\_  
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

ADDENDUM NO. 1  
ITEMIZED BID SCHEDULE  
HARLAN DRIVE OVER FORT CROOK ROAD  
BRIDGE APPROACH REPLACEMENT AND  
REPAIRS

| Item No.                     | Description  | Estimated Quantity | Units    | Unit Price | Total      |
|------------------------------|--|--------------------|----------|------------|------------|
| <b>BRIDGE REPAIR ITEMS</b>   |  |                    |          |            |            |
| 101.001                      | Install Silt Fence   | 100                | LF       | 11.00      | 1,100.00   |
| 101.017                      | Remove Silt Fence  | 100                | LF       | 2.50       | 250.00     |
| 204.100                      | Construct Flowable Fill - 100-125 PSI                        | 20                 | CY       | 277.00     | 5,540.00   |
| 702.753                      | Construct 12" Storm Sewer Tap                                | 2                  | EA       | 3,500.00   | 7,000.00   |
| 702.900                      | Construct 54" I.D. Storm Manhole                             | 26.9               | VF       | 2,000.00   | 53,800.00  |
| 703.178                      | Construct 12" PVC Storm Sewer Pipe                           | 212                | LF       | 120.00     | 25,440.00  |
| 803.202                      | Install Rolled Erosion Control, Type I with Seeding - Type B | 600                | SY       | 6.00       | 3,600.00   |
| 905.032                      | Permanent Paint Marking - 5" White                           | 762                | LF       | 1.00       | 762.00     |
| 1108.100                     | Rental of Dump Truck   | 20                 | HR       | 120.00     | 2,400.00   |
| 1108.101                     | Rental of Skid Loader  | 20                 | HR       | 135.00     | 2,700.00   |
| 1108.102                     | Rental of Backhoe  | 20                 | HR       | 150.00     | 3,000.00   |
| 1109.000                     | Mobilization/Demobilization                                  | 1                  | LS       | 149,000.00 | 149,000.00 |
| 9000.001                     | Concrete for Pavement Approaches Class 47BD-4000             | 428.8              | CY       | 550.00     | 235,840.00 |
| 9000.002                     | Epoxy Coated Reinforcing Steel for Pavement Approaches       | 78412              | LB       | 2.00       | 156,824.00 |
| 9000.003                     | Bridge Joint Nosing  | 12.2               | CF       | 790.00     | 9,638.00   |
| 9000.004                     | Precompressed Polyurethan Foam Joint, Type A                 | 177.6              | LF       | 180.00     | 31,968.00  |
| 9000.005                     | Class 47B-3000 Concrete for Bridge                           | 49.2               | CY       | 565.00     | 27,798.00  |
| 9000.006                     | Preparation of Bridge  | 1                  | EA       | 180,500.00 | 180,500.00 |
| 9000.007                     | HP 12 Inch X 53 LB Steel Piling                              | 2100               | LF       | 72.00      | 151,200.00 |
| 9000.008                     | Helical Pile (Alternate)                                     | 3360               | LF       | 0.00       | 0.00       |
| 9000.009                     | Helical Pile Lead Section (Alternate)                        | 24                 | EA       | 0.00       | 0.00       |
| 9000.010                     | 1 1/2" Conduit in Bridge                                     | 100                | LF       | 100.00     | 10,000.00  |
| 9000.011                     | Concrete Patching  | 225                | SF       | 205.00     | 46,125.00  |
| 9000.012                     | Granular Backfill  | 364                | CY       | 53.00      | 19,292.00  |
| 9000.013                     | Repair MSE Wall  | 424                | SF       | 329.00     | 139,496.00 |
| 9000.014                     | Clean and Seal Slope Protection Joints                       | 1100               | LF       | 9.00       | 9,900.00   |
| 9000.015                     | Remove and Replace Curb Inlet Top                            | 2                  | EA       | 3,360.00   | 6,720.00   |
| 9000.016                     | Construct Grate Inlet  | 2                  | EA       | 7,700.00   | 15,400.00  |
| 9000.017                     | Remove & Salvage Guardrail                                   | 2212               | LF       | 6.40       | 14,156.80  |
| 9000.018                     | Bridge Approach Sections                                     | 4                  | EA       | 4,233.00   | 16,932.00  |
| 9000.019                     | W-Beam Guardrail   | 1993               | LF       | 42.50      | 84,702.50  |
| 9000.020                     | Guardrail End Treatment, Type I                              | 2                  | EA       | 4,233.00   | 8,466.00   |
| 9000.021                     | End Anchorage Assembly                                       | 2                  | EA       | 1,060.00   | 2,120.00   |
| <b>TRAFFIC CONTROL ITEMS</b> |  |                    |          |            |            |
| 105.150                      | Remove Median Surfacing                                      | 5400               | SF       | 4.00       | 21,600.00  |
| 503.300                      | Construct PCC Median Surfacing                               | 5400               | SF       | 14.00      | 75,600.00  |
| 906.101                      | Flashing Arrow Panel   | 240                | DAY      | 30.00      | 7,200.00   |
| 906.200                      | Permanent Sign Day   | 3720               | DAY      | 0.50       | 1,860.00   |
| 906.300                      | Type II Barricade  | 24420              | BARR-DAY | 0.50       | 12,210.00  |
| 906.301                      | Type III Barricade   | 300                | BARR-DAY | 1.50       | 450.00     |
| 9000.022                     | Temporary Surfacing  | 600                | SY       | 75.00      | 45,000.00  |
| 9000.023                     | Remove Temporary Surfacing                                   | 600                | SY       | 19.00      | 11,400.00  |

TOTAL BID      \$      1,596,990.30

BIDDER:      Chas. Vrana & Son Construction Co.

**\*\*NOTE: BIDDER SHALL COMPLETE EITHER BID ITEM 9000.007 OR BID ITEMS 9000.008 & 9000.009\*\***

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 21st day of June 2022 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Charles Vrana & Son Construction Company ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the Harlan Drive over Fort Crook Road Bridge Approach Replacement and Repairs ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One million five hundred ninety-six thousand nine hundred ninety dollars and thirty cents (\$1,596,990.30) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: \_\_\_\_\_  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"HARLAN DRIVE OVER FORT CROOK ROAD BRIDGE APPROACH REPLACEMENT AND REPAIRS"**, as specified in the plans and specifications in the City's request for proposals and Notice to Bidders.

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.