

Bellevue City Council Meeting

Tuesday, October 4, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Michael Lusk, Senior Pastor, First Baptist Church, 112 E. 23rd 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 September 20, 2022 City Council Minutes.
 2. (*) Approval of the September 23, 2022 Special City Council Meeting Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4108: Request to amend Section 5.23, City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry. (Planning Manager)
 - b. Ordinance No. 4109: Request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with half of vacated 37th Street adjacent thereto, from BG and RS-72 to RS-72 for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S. 36th Street. (Planning Manager)
 1. Request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S 36th Street. (Planning Manager)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4110: Updated Compensation Ordinance to reflect change in pay range for employees that are unclassified and employees covered by Bellevue Professional Firefighters Association. (HR Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
 - a. (*) Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)
 - b. Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River NRD for the bank stabilization of Whitted Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$2,010,000.00. (Public Works Director)
 - c. Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri

River NRD for the bank stabilization of Quail Creek and to provide for the rehabilitation to the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed, in an amount not to exceed \$1,958,000.00.
(Public Works Director)

d. Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917.00 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Park Apartments Addition. (City Clerk)

e. Approve and authorize Mayor to sign the new Service Agreement For Space with Eastern Nebraska Community Action Partnership (ENCAP) to utilize the buildings at 1908 and 1912 Hancock St. for a two-year term ending October 1, 2024. (Human Services)

f. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) for the term October 1, 2021 through September 30, 2025. (HR 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 - September report is attached to Council Packet.)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
10/4/2022

Bellevue City Council Meeting, September 20, 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 20th of September 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

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. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas 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.

Roll call vote to approve the agenda was as follows: Casey, 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 Casey, to approve the consent agenda consisting of the following items: Acknowledge receipt of the August 25, 2022 Planning Commission Minutes; Approval of September 6, 2022 City Council Minutes; Acknowledge receipt of August 8, 2022 Tree Board Minutes; Approval of Claims; Resolution No. 2022-29: Authorizing Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s) and authorize the Mayor to sign; and request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; and Approve and authorize the Mayor to sign the Dedication of Right-of-Way Deed at property located near 36th and Granada.

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

SPECIAL PRESENTATIONS:

Jewell of Bellevue - Dr. Don Fenster (Mayor Hike)

Mayor Hike stated he didn't see Dr. Fenster in the audience and that he awarded the Jewell of Bellevue to Dr. Fenster at his retirement ceremony from the Bellevue Bridge Commission. Dr. Fenster served on the Bridge Commission for twenty-four years, the Sarpy County Planning Commission for fourteen years, the Bellevue Planning Commission for eight years, and mentored fourteen young men through the Teammates Program. Mayor Hike thanked Dr. Fenster for his time, commitment, and dedication to Bellevue.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Concerning possible solutions for safety issues regarding street traffic in the Nob Hill neighborhood - Steve Spurgeon, 2006 Virginia Ave., Bellevue, 68005.

Mr. Steve Spurgeon, 2006 Virginia Avenue, spoke regarding the safety of the children in the Nob Hill area. He stated two children have been killed by cars and two children in the last 70 days have been hit by cars. He is concerned with the amount of traffic and cars speeding. He requested some traffic calming devices, such as speed bumps, and a four way stop sign at the intersection of Virginia and 4th Street. He mentioned he has requested the City Council to consider the safety of the children in his neighborhood and find a solution to keep them safe.

Mayor Hike commented there is not a Council Members who doesn't put the safety of the children first in the community. He requested Chief Ken Clary to provide information on the area.

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Bellevue City Council Meeting, September 20, 2022, Page 2

Chief Ken Clary, Police Chief, stated he was made aware of the complaints in this neighborhood a couple of weeks for the first time. He mentioned to his knowledge, no complaints have ever been received by the Police Department regarding traffic in the Nob Hill area. He advised he was unable to find any documented complaints. He explained the police departments procedures regarding traffic enforcement. He presented an overhead view and provided the results of the selected traffic enforcement in the neighborhood. He mentioned this study was for the two-week time period of September 7th to September 18th. He commented the safety of the citizens and children is always the number one priority. Chief Clary strongly encouraged citizens to contact the police department with traffic safety concerns. Discussion followed.

Councilman Cook mentioned there are a lot of one car garage homes in this neighborhood. He feels this causes people to park on the street, causing a backup of traffic on the south side of the Virginia Street. He mentioned it is a cut through street which also generates more traffic. Conversation ensued.

Chief Clary pointed out many times when there are traffic concerns citizens request speed bumps. He pointed out research shows speed bumps delay response times for emergency vehicles. It is also noted they can cause more crashes. Discussion followed.

Chief Clary noted the availability of sidewalks in the area are ample. He stated kids will be kids, but the need to keep children on the sidewalks is important.

Mr. Jim Ristow, City Administrator, mentioned to Mr. Spurgeon that he got the city's attention a couple of weeks ago. This issue is being discussed and will not be ignored.

Mr. Spurgeon explained when the police came out to study traffic, the children in the neighborhood were in school. He suggested a traffic study should be done when the children are in the neighborhood playing.

Councilwoman Welch pointed out she is the council representative for this ward, and he can contact her directly for concerns. Conversation ensued.

Mayor Hike mentioned he wasn't aware there were concerns with the area until a couple of weeks ago, when it was mentioned on social media. He stated he thinks the cars parked on the street work is kind of a calming device to slow traffic down.

Chief Clary referred to Mr. Spurgeon's comment regarding the police doing a traffic study when children are present. He noted the times the officers spent time in the area. He mentioned over half of the allocated time for the study was done on weekends when children were present. Discussion followed.

Councilman Burns requested information on the different types of calming devices. He stated he thought the city had different tier levels as to whether traffic calming devices could be placed in the city or neighbors could petition the city for them. He questioned if there are state or federal guideline requirements for installation of stop signs.

Chief Clary commented he isn't familiar with the state or federal laws regarding stop signs. Chief Clary stated there are vertical calming devices such as speed bumps and horizontal devices like roundabouts. There are also signs stating your speeds which only work temporarily. Conversation ensued.

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Jonathon E. Mileham as the new Manager for Kum & Go LLC dba "Kum & Go 373" at 13905 Williamsburg Drive. (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.

Mr. Jonathan Mileham was present to answer any questions.

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.

Motion was made by Cook, seconded by Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Jonathon E. Mileham as the new Manager for Kum & Go LLC dba "Kum & Go 373" at 13905 Williamsburg Drive. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Casey's Retail Company dba "Casey's 6133" for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 3003 Samson Way, Bellevue and for Krystal Carter as Manager. (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.

Mr. Randy Olivett was present on behalf of the applicant to answer questions.

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.

Motion was made by Casey, seconded by Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Casey's Retail Company dba "Casey's 6133" for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 3003 Samson Way, Bellevue and for Krystal Carter as Manager. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend to the Nebraska Liquor Control Commission (NLCC) to approve the application for Elevated Aspect, LLC dba "Elevated Coffee Co & Taphouse" for a Class "C" Liquor License to sell, beer, wine, and distilled spirits, On and Off Sale, at 2851 Capehart Road (Bay F-G), Bellevue and Nickolas J. Soucek as Manager. (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 Cook, seconded by Welch, to recommend to the Nebraska Liquor Control Commission (NLCC) approval of the application for Elevated Aspect, LLC dba "Elevated Coffee Co & Taphouse" for a Class "C" Liquor License to sell, beer, wine, and distilled spirits, On and Off Sale, at 2851 Capehart Road (Bay F-G), Bellevue and Nickolas J. Soucek as Manager. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike noted Dr. Fenster arrived and he presented him with the Jewell of Bellevue. Dr. Fenster thanked the Mayor for presenting him with the award. He thanked the City Council Members and Mayor for their service.

ORDINANCES FOR ADOPTION (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4107 was withdrawn by the applicant.

Ordinance No. 4108: Request to amend Section 5.23, City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry. (Planning Manager)

Ordinance No. 4108: An ordinance to amend Section 5.23, Ordinance No. 4104, Bellevue Zoning Ordinance, relating to allowable multi-family residential density in the BGM (Metropolitan General Business District) Zoning District; to repeal since such sections as heretofore existing; to provide an effective date of the ordinance 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. Jeff Gehring, 4222 Davenport Street, Omaha, mentioned he was at the last City Council meeting for the Redevelopment Agreement for the Bridge Flats and Frontier District. He explained the request for the text amendment is to allow for a slight increase in density to attract retailers. He mentioned this is consistent with Omaha.

Councilman Burns questioned if this is specifically tied to his project. Mr. Gehring replied yes and to open the door for other developers. Discussion followed up on the square footage and space of the development.

Mrs. Tammi Palm, Planning Manager, explained the City Council recently approved the Redevelopment Plan. The plan is specific and if there are to be any changes the plan would come back through City Council in an amended Redevelopment Plan. The proposed text amendment refers to the lot area. The density of the apartments is based on the size of the property. There needs to be 10,000 square feet of lot area to have four units. This amendment wouldn't change that. Beyond the first four units, this text amendment proposes it would reduce to 600 square feet of lot area per dwelling unit. This will happen only if the necessary infrastructure is available as determined by city staff. The density will only

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be allowed if the infrastructure is available. If not, you cannot increase density if you don't have the capacity to serve it. Discussion followed.

Councilman Burns questioned what the justification is for pushing this through now. Mr. Gehring commented it basically would be an insurance policy if an amendment would need to be made to the Redevelopment Plan. Mrs. Palm stated the amendment applies to the entire corridor.

Councilwoman Welch inquired what other cities have adopted this. Mrs. Palm mentioned she researched Papillion, LaVista, Sarpy County, and Omaha to see what their regulations were. This proposal does allow more than Papillion, LaVista, and Sarpy County. It doesn't allow as much as Omaha.

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 October 4, 2022.

Ordinance No. 4109: Request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with half of vacated 37th Street adjacent thereto, from BG and RS-72 to RS72 for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S. 36th Street. (Planning Manager)

Ordinance No. 4109: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 8806 South 36th Street, more particularly described in Section 1 of the ordinance and to provide and 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. Fortino Ramirez, 2858 Sprague Street, Omaha, mentioned the intent for this request is to construct a church with a parking lot and the required landscaping. The intent is to combine all the lots into one lot zoned RS-72.

Mrs. Mary Rydl, 8610 South 36th Street, requested clarification on the access. She inquired if the sewer will be different as she is on septic. She mentioned there should be a traffic study on 36th Street and she has concerns with the increase in traffic.

Mrs. Palm advised this item is for a rezoning. She explained the engineers and police review the plan. There was no concern for a traffic study due to the use of the land. She commented if a retail business was being constructed versus a church, one may have been required. She addressed the issue of sewer. The project would be putting in infrastructure. If the request is approved the church would put in sewer. The city does not require the neighbors to hookup if they have a functioning septic. However, if the septic fails, there won't be room to put in a new septic. Discussion followed.

Mrs. Rydl questioned if the elevation will be taken down and what about light spillage.

Mrs. Palm explained overall there is a slope to 36th Street. The area to build on is fairly flat. Phase I of the development would consist of the church and the fellowship hall. Phase II would develop later. Phase II will consist of classrooms and a social hall. The existing structures will stay. The previous use of the property was for parties and events of sort, which is why the commercial zoning is in place for decades. This request would rezone it all to residential zoning. The church is also requesting a conditional use permit to build the church under the RS-72 zoning. Under this proposal it would be replatted to one single lot, rezoned to RS-72, and approval of a conditional use permit to construct the church. The existing barn and house would remain.

Mrs. Palm explained there are requirements in the zoning ordinance regarding the lighting. Light pollution is not allowed on adjacent properties. With technology these days, parking lot lighting do not have a lot of spillage. As part of the permit process, they would be required to have cut off lighting.

Mrs. Rydl asked who her Council Representative is? Councilman Preister explained he is. However, after the election the west side of 36th Street will be in his ward and the east side will be Councilman McCaw.

Mayor Hike stated as a reminder the request being heard is for the rezoning only.

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.

Councilwoman Welch questioned when the development will break ground. Mr. Ramirez replied the plan is to start grading this fall and start construction next year.

Councilwoman Welch questioned if services are currently being held there. Mr. Ramirez responded no. The services are being held in a church in North Omaha. Conversation ensued.

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Bellevue City Council Meeting, September 20, 2022, Page 5

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 4, 2022.

ORDINANCES FOR INTRODUCTION: (First Reading) NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S 36th Street. (Planning Manager)
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. (Planning Manager)

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.

Councilman Cook requested clarification on the access points to the proposed development. Mrs. Palm explained there are two access points along 36th Street. The existing Veys Street will stay, it will not be the main access point. This is located on the very end of the site plan. To the north, the main access point is on South 36th Street. Mrs. Palm commented her recommendation for future access is to only have access from 36th Street and to not use Marie Street. She mentioned 37th Street was recently vacated by Council. Discussion followed.

Councilman Cook inquired how big the congregation is. Mrs. Palm stated the design allows for 324 people in the assembly hall.

Councilman Preister mentioned traffic is a concern. Conversation ensued.

Mrs. Palms clarified under the current zoning of BG there could be a convenient store, restaurant with the drive through, neighborhood Walmart, or other retail uses. The City Council would have no control since it is zoned BG. The church is a much less intense use of the property than how it is currently zoned. This use will be less impactful on traffic. Discussion followed.

Councilman Preister stated this goes against the normal Planning and Public Works guidelines in keeping connections to streets straight. In this case being Marie Street, which would be much more disruptive to the neighbors. He noted there were no concerns listed. Mrs. Palm stated at the police, fire, and public works department reviewed the plans and found the access to be acceptable.

Mayor Hike mentioned there may be expansion in the future on 36th Street. Mrs. Palm stated the expansion is kept in mind when reviewing plans along 36th Street. Conversation ensued.

Councilman Casey referred to an email received regarding the landscaping buffer between the church and Marie Street. He requested information on the buffer. Mr. Ramirez mentioned they will be following the landscaping guideline listed in the zoning ordinance. He mentioned discussion took place with the neighbors. Discussion followed.

Mrs. Palm mentioned she has had discussion with the neighbor. She indicated on the landscaping plan where the neighbor lives. She emailed the landscaping plan to the neighbor, and they are discussing alternate plans. Discussion followed.

Mrs. Rydl questioned how long 37th Street has been vacated. She mentioned her plot plan shows she owns half of 37th Street. Mrs. Palm explained the section to the south of Marie was vacated in the last few months. Mrs. Rydl's plot plan is correct and she owns the other half of 37th Street.

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.

Motion was made by Cook, seconded by Preister, to continue to October 4, 2022 so this item can be voted on with the third reading of the ordinance. Roll call vote to continue to October 4, 2022: A request to approve a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S 36th Street was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of auto sales. Applicant: Legion LED Trucks, LLC. Location: 1620 Wilshire Drive. (Planning Manager)

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. Jerry Teeter, 1620 Wilshire Drive, was present for questions.

Councilman Cook clarified there will only be ten spots and there will be no storage or work done on the trucks. He questioned if they are for sale or lease. Mr. Teeter stated the storage of the trucks takes place in LaVista. The state of Nebraska has a specific requirement you have ten spots to obtain a dealer's license. Mr. Teeter mentioned these are one to one transactions, paperwork is done in his office.

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Bellevue City Council Meeting, September 20, 2022, Page 6

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.

Motion was made by Cook, seconded by Casey, to recommend approval of a request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of auto sales. Applicant: Legion LED Trucks, LLC. Location: 1620 Wilshire Drive. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried

RESOLUTIONS: NONE

CURRENT BUSINESS:

Recommend approval of the agreement with Lockton, LLC for the administration of the employee wellness program for Fiscal Year 2023, at an annual cost of \$22,500. (Finance Director)

Motion was made by Burns, seconded by Welch, to recommend approval of the agreement with Lockton, LLC for the administration of the employee wellness program for Fiscal Year 2023, at an annual cost of \$22,500. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval of the property/casualty insurance with Traveler's Midwest Casualty Employers and Chubb for the Fiscal Year 2023, with a total premium package of \$646,997.75. (Finance Director)

Motion was made by Welch, seconded by McCaw, to recommend approval of the property/casualty insurance with Traveler's Midwest Casualty Employers and Chubb for the Fiscal Year 2023, with a total premium package of \$646,997.75. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried

Approve and authorize Mayor to sign the Memorandum of Understanding (MOU) with Tregaron for the purpose of providing for the maintenance of the plantings in the public areas within City Right-of-Ways (ROW's) in the Tregaron Subdivision, formerly SID 171. (Public Work Director)

Motion was made by Burns, seconded by Preister, to approve and authorize Mayor to sign the Memorandum of Understanding (MOU) with Tregaron for the purpose of providing for the maintenance of the plantings in the public areas within City Right-of-Ways (ROW's) in the Tregaron Subdivision, formerly SID 171. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried

Recommend approval of the additional purchase costs to the original contract with Cornhusker International Trucks, Inc., in an amount not to exceed \$76,348.68. (Public Works Director)

Motion was made by Welch, seconded by Casey, to recommend approval of the additional purchase costs to the original contract with Cornhusker International Trucks, Inc., in an amount not to exceed \$76,348.68. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the addendum to the original contract with Burrell Enterprises, LLC., increasing the original contract for the 2022 Concrete Project, in an amount to exceed \$175,000.00. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the addendum to the original contract with Burrell Enterprises, LLC., increasing the original contract for the 2022 Concrete Project, in an amount to exceed \$175,000.00. Roll call vote to approve the motion was as follows: Casey, 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 Report is given at the first Council Meeting of each month - September report will be attached to the October 4th Council Packet.)

Update from City Administrator on Sarpy County Museum. (City Administrator)

Councilman Cook requested Mr. Ristow explain the pictures attached. Mr. Ristow mentioned the pictures are of the decking and the contents inside the depot. Discussion followed.

CLOSED SESSION: NONE

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Bellevue City Council Meeting, September 20, 2022, Page 7

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 8:08 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 20, 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.

Susan Kluthe, City Clerk

MINUTE RECORD

*5b2.
10/4/2022

Bellevue Special City Council Meeting, September 23, 2022, Page 1

A Special 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 23rd day of September, 2022, at 4:30 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None

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

PLEDGE OF ALLEGIANCE

Mayor Hike led the Pledge of Allegiance.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Cook, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

REQUEST TO APPROVE THE 2023-2028 CAPITAL IMPROVEMENT PLAN. APPLICANT: CITY OF BELLEVUE

Motion was made by Cook, seconded by Welch, to approve the 2023-2028 Capital Improvement Plan (CIP). Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns. Motion carried.

ORDINANCE NO. 4106: AN ORDINANCE TO ADOPT THE ANNUAL APPROPRIATIONS BILL. (FINANCE DIRECTOR)

Ordinance No. 4106: An Ordinance to adopt the Budget Statement to be termed the Annual Appropriations bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read for the third and final time.

RESOLUTION NO. 2022-23: A RESOLUTION TO SET THE 2022-2023 PROPERTY TAX REQUEST. (FINANCE DIRECTOR) (PUBLIC HEARING REQUIRED)

Mr. Kyle Rhone, 1908 Madison Street, stated all he is asking people to do is to tighten the budget and he doesn't see it. He said we are spending as usual despite the inflation that is hitting everyone. Some people are fighting to keep their homes and these increases are hurting the people that the council are supposed to be looking out for.

Ms. Bree Robbins, City Attorney, spoke on the budget process and the number of public hearings the City Council holds to give residents a chance to speak. She also stated the Council takes everything the public says seriously and comments are taken into consideration.

Ms. Katherine Smith, 1909 Georgia Avenue, stated the main thing that stuck out to her was the increase in salaries. She also stated things that citizens would benefit from are being cut but salaries and wages are going up. Ms. Smith also talked about how the public was not notified in time for the public look over the budget and make plans to attend the hearings, since some people didn't receive their postcards until the day before. She stated she wants to see real relief by lowering the levies.

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.

Councilman Cook commented that these budgets are very tough, and millions of dollars were cut from where the city started. Infrastructure and public safety are where most of these dollars are spent, and these areas are costly.

Councilman Preister stated this is new legislation and there were glitches getting notices out in time. The city has deadlines to get the budget completed and sent to the state. After throwing all this together the kinks are not worked out, but he feels the city has done a good job.

Ms. Robbins gave some background on Labor Contracts and Collective Bargaining Agreements.

Police Chief Ken Clary stated the Police Department is the largest increase in the budget. Running the department without enough officers leads to increased crime, which was happening in Bellevue. He stated looking back and evaluating the crime rate stats, it showed increases in crime when we were short officers. After looking at every area of the department, the police department concluded they would need approximately

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Bellevue Special City Council Meeting, September 23, 2022, Page 2

111 officers to run efficiently and stay on top of crime. Over the last few years, the city has increased the number of sworn officers to 111. This year the police department saw about a 20% increase. He said it is an investment to the city, but every government entity owes public safety to their citizens first. Crime rate has shown a decrease in crime rate by 25% in Bellevue since the number of officers is where it needs to be.

Mr. Jim Ristow, City Administrator talked on the budget for the fire department. In the last 10 years, the city has converted to a complete full-time department. He stated reasons for these increases to the fire budget since becoming full-time. Some reasons are more calls due to an aging community, and the annual number of calls has more than doubled. Mr. Ristow also touched on capital improvements in streets and parks that are need in repairs or being replaced.

Councilman Burns asked for Mr. Rich Severson, Finance Director to come up to the podium to discuss the differences in real growth compared to property values going up. Mr. Severson confirmed he was talking about the new LB644 law that limits the city to 2% plus what real growth is which is 1.74%, in our case. Our real growth was 1.74%, according to accessor. He said our total growth was 8.7% which can mean homes where no improvements were made but just valued upward. Burns asked if the annexations were new growth, Mr. Severson replied yes. Burns stated he was inclined to vote no, since we are keeping the levy the same.

Mayor Hike talked on the annexations stating the city was behind on bringing these areas into city limits and these areas were ready to come in and were not an increase to the city. He stated we are trying to get the city up to speed.

Motion was made by Cook, seconded by Welch to approve Resolution No. 2022-23: A resolution to set the 2022-2023 property tax request and to authorize Mayor to sign. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns. Motion carried.

APPROVE AN ADDITIONAL 1% IN THE BASE OF RESTRICTED FUNDS. (FINANCE DIRECTOR)

Motion was made by Casey, seconded by McCaw to approve an additional 1% in the base of restricted funds. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns. Motion carried.

APPROVE ORDINANCE NO. 4106 AND ADOPT THE 2022-2023 FISCAL YEAR BUDGET. (FINANCE DIRECTOR)

Motion was made by Cook, seconded by McCaw to approve Ordinance No. 4106 and adopt the 2022-2023 Fiscal Year Budget. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns. Motion carried.

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister the meeting adjourned at 5:35 p.m. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 23, 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.

Susan Kluthe, City Clerk

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*6.
10/4/2022

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MAYOR

METROPOLITAN AREA PLANNING AGENCY	MAPA ANNUAL MEETING	30.00
		<u>\$ 30.00</u>

CITY ADMINISTRATION

BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	164.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	58.60
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	525.77
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	90.72
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	352.80
		<u>\$ 1,192.79</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-SEP 2022	59.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	81.04
		<u>\$ 141.03</u>

LEGAL

BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	29.10
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	92.78
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	60.48
STEVEN NEWBERRY	WITNESS FEE	28.75
		<u>\$ 211.11</u>

CABLE ADVISORY

AVI SYSTEMS	CONNECTORS TO INTERFACE-CHAMBERS	4,613.01
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	145.50
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	463.91
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	60.48
		<u>\$ 5,282.90</u>

CITY CLERK

AMAZON.COM, LLC	ROBERT'S RULES OF ORDER	30.13
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	252.20
GRETNA GUIDE & NEWS	LEGAL AD	442.85
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	804.11
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	60.48
		<u>\$ 1,589.77</u>

FINANCE/RISK MANAGEMENT

ALLISON EVANS	EBS REFUND CHK 493018456 2018/07/09	10.00
AMAZON.COM, LLC	OFFICE SUPPLIES	557.68
BENJAMIN BURBRIDGE	EBS REFUND CHK 493020192 2019/03/12	13.68
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	213.40
BRIAN HALE	EBS REFUND CHK 493019335 2018/10/23	47.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	105.13
CARL M GRUBB	EBS REFUND CHK 493026323 2022/07/26	27.43
CHARLES PETERSEN III	EBS REFUND CHK 493018731 2018/08/07	100.00

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FINANCE/RISK MANAGEMENT (cont'd)

CHRISTOPHER LEWIS ABBOTT	EBS REFUND CHK 493020288 2019/03/25	31.68
DAVID J RECH	EBS REFUND CHK 493018876 2018/08/28	23.53
DUSTIN SHELDON	EBS REFUND CHK 493020822 2019/06/02	14.76
EDWIN FOREMAN	EBS REFUND CHK 493020217 2019/03/12	23.64
EHRLING BERGQUIST HOSPITAL	EBS REFUND CHK 493009707 2015/06/19	130.07
GERALD KLUTHE	EBS REFUND CHK 493026324 2022/07/26	21.90
GRANT ZIMMER	EBS REFUND CHK 493026339 2022/07/26	30.00
JANI JENNINGS	REIMB MILEAGE FOR TRAINING	77.50
JORDAN SPENCER	EBS REFUND CHK 493011250 2015/09/28	24.78
KEVIN LONGCHAMPS	EBS REFUND CHK 493019005 2018/09/18	10.00
KIRK SCHUSTER	EBS REFUND CHK 493012178 2015/12/01	30.00
KURT R STRACHOTA	EBS REFUND CHK 493019183 2018/10/12	10.00
LARRY LAMPMAN	EBS REFUND CHK 493018519 2018/07/10	4.66
LAUREL GARDNER	EBS REFUND CHK 493020184 2019/03/08	50.08
LESLIE SHAW	EBS REFUND CHK 493019466 2018/11/14	14.60
NIKKI LAUFENBERG	EBS REFUND CHK 493012908 2016/01/18	18.55
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	680.40
PHILLIP DUCKWORTH	EBS REFUND CHK 493026316 2022/07/26	0.34
QUADIENT FINANCE USA, INC	2022/09/07 POSTAGE REFILL	2,000.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	211.68
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	140.00
RUSSELL HERTING	EBS REFUND CHK 493019944 2019/01/29	8.83
RYAN A AGUSTIN	EBS REFUND CHK 493026401 2022/08/09	10.00
TIM FLOHRSCHUTZ	EBS REFUND CHK 493008479 2015/01/23	3.64
TRACY NIEMIER	EBS REFUND CHK 493019092 2018/10/05	50.00
		\$ 4,695.46

LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, VIDEOS, PROGRAM SUPPLIES	1,635.48
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	36.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	72.74
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
DEMCO	SUPPLIES	96.21
INGRAM LIBRARY SERVICES	BOOKS	2,364.26
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	13.12
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	110.95
QUADIENT FINANCE USA, INC	2022/09/09 POSTAGE REFILL	605.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	241.92
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
		\$ 5,330.63

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	164.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50
INTEGRATED CARE, LLC	RANDOM DRUG SCREENS	385.00
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	525.77
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	241.92
SWENSEN & ASSOCIATES	PROMOTIONAL PROCESS FOR FIRE CAPTAIN	11,969.00
UKG INC	PAYROLL PROCESSING-OCT-DEC 2022	35,443.44
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	3,757.83
		\$ 52,538.36

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CODE ENFORCEMENT

BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	11.86
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	98.67
GREAT PLAINS UNIFORMS	POLO SHIRTS-BOCKMAN	299.96
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	13.05
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	158.68
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	211.68
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	1,016.92
		\$ 1,810.82

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 ANNUAL REPORTS AUG 2022/8/1-8/28	1,184.13
AMAZON.COM, LLC	COAT HOOKS, FLAGS, OFFICE SUPPLIES, SECURITY MIRRORS	272.40
GRENA GUIDE & NEWS	LEGAL AD	13.47
HOTEL AND LEISURE ADVISORS	WATER PARK AND HOTEL STUDY	24,250.00
J P COOKE COMPANY	NOTARY STAMPS	73.75
JAN PESTEKA	PROPERTY DAMAGE REIMBURSEMENT	341.57
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	21.92
METROPOLITAN UTILITIES DIST	WP1871 HYDA HILLS MAIN EXTENSION	257,807.75
NEBRASKA IOWA SUPPLY CO	DIESEL FOR FUEL TANKS	5,368.65
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	266.48
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	181.44
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	51.52
WALTER E NELSON COMPANY	HI-VIZ SHIRTS, HOODIES	10,854.55
		\$ 300,687.63

PARKS

ALEX MARSHALL	REIMB PER DIEM FOR TRAINING	147.50
ALEXANDER LAWN & LANDSCAPE, INC	MOWING 2022/9/7, 13, 22	3,199.20
AMAZON.COM, LLC	LITTER PICKUP BAGS	98.16
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	977.00
B & B TECHNOLOGIES	NEW SPRAYER TANK UNIT	5,600.00
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	72.14
BURTON PLUMBING SERVICES	REPAIR PIPE-AHP	3,328.31
CREATIVE SITES, LLC	PARK BENCHES	3,104.00
CREATIVE SITES, LLC	PLAYGROUND-FAULKLAND ARK	119,316.00
CROW LAWN CARE LLC	CLEANUP, MOWING	13,292.42
DAY ELECTRIC SERVICE, INC	FOUNTAIN REPAIR-AHP	7,100.12
DOSTALS CONSTRUCTION CO	BPW-190407 LOOKINGGLASS PARK FINAL	31,784.21
DPS, LLC	BPW-211225 STONECROFT PARK THRU 2022/09/22	31,644.24
GEARHART CONSTRUCTION & PLUMBING	EXCAVATE WATER PIT-1010 E MISSION	27,100.00
HUGHES TREE SERVICE	TREE REMOVAL-MISSION & MAIN, GEORGETOWN, STONECROFT PARK	10,125.00
JEO CONSULTING GROUP, INC	BPW-2022 MISC GILBERT PARK THRU 2022/09/16	2,421.25
MARK BLACKBURN	REIMB PER DIEM FOR TRAINING	147.50
MENARDS	LUMBER, PAINT SUPPLIES, WEDGES	248.66
METROPOLITAN UTILITIES DIST	2022/06/04-09/01 MONTHLY SERVICE	16,577.59
NMC GROUP, INC	SNOW BLADE FOR SKID STEER	2,100.00
PRECISE MRM LLC	FLAT DATA PLAN	250.00
READY MIXED CONCRETE COMPANY	CONCRETE	3,166.30
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	332.64
SITEONE LANDSCAPE SUPPLY	HERBICIDE	1,070.34
TY'S OUTDOOR POWER & SERVICE	SNOW BLOW PILES AND ATTACHMENTS, REEFATORS	28,192.04
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	3,139.97
WESTLAKE ACE HARDWARE	HITCH PIN, BULK FASTENERS	30.98
		\$ 314,565.57

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RECREATION

AMAZON.COM, LLC	TABLET AND CASE	170.99
B&D DIAMOND PRO	STRIPING MACHINE	3,095.30
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	45.57
J & J SMALL ENGINE SERVICE	STRAIGHT TRIMMER, HANDHELD BLOWER	384.00
JESSICA WELTZ	REFUND YOUTH SOCCER	35.00
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	100.71
MIDWEST STORAGE SOLUTIONS	OFFICE CHAIR, FOLDING CHAIRS	1,210.60
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	60.48
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	667.83
		<hr/>
		\$ 5,770.48

BUILDING MAINTENANCE

AMAZON.COM, LLC	GARDENING GLOVES	27.98
APOLLO HEATING & A/C	REPLACE THERMOSTAT-DIST 1	527.94
BADGER BODY & TRUCK EQUIPMENT CO	INSTALL NEW LIFT GATE	5,725.00
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	499.31
COMMERCIAL RECREATION SPECIALISTS	RETROFIT KIT, CIRCULAR MANIFOLD-EVERETT PAD	3,265.00
CREATIVE SITES, LLC	BPW-210718 WASHINGTON PARK GAZEBO	32,778.00
DOSTALS CONSTRUCTION CO	CONCRETE WORK-WASHINGTON PARK GAZEBO	30,300.00
FILTER SHOP	FILTERS	366.73
INTERSTATE POWER SYSTEMS, INC	ANNUAL GENERATOR SERVICE-1500 WALL ST	1,046.70
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	132.08
MENARDS	BRAILLE SIGN, TANK SPRAYER, CLEANING SUPPLIES	222.35
METAL LOGOS	SIGN TYPE- AUTHORIZED PERSONNEL ONLY	97.40
METROPOLITAN UTILITIES DIST	2022/08/05-09/02 MONTHLY SERVICE	316.65
MMC MECHANICAL CONTRACTORS, INC	ROOM NOT COOLING-BPD	612.50
OMAHA DOOR & WINDOW COMPANY	HINGES-BALDWIN FIELD	68.50
OVERHEAD DOOR COMPANY	REPLACE GARAGE DOOR SPRINGS-DIST 2	1,401.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	272.16
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING-SEP 2022	368.81
ROTO-ROOTER SERVICES CO	CLEAR KITCHEN SINK-REED CENTER	430.73
SOUTHERN CARLSON, INC	TOOLS, DRILLS, SAWZALL	1,512.94
TERRACON CONSULTANTS INC	MOLD AIR SAMPLING	560.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	950.60
TITANIUM FIRE SPRINKLER COMPANY	SERVICE CALL-DRY PIPE-FLEET	380.00
TRICO MECHANICAL SERVICES	HVAC REPLACEMENT-REED CENTER	14,388.00
TRISTAR	WORK COMP FUNDING-AUG 2022	56.39
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	618.64
UTILITY EQUIPMENT COMPANY	LEVER KIT-CASCIO	139.00
WESTLAKE ACE HARDWARE	WALL ANCHORS, SUPPLIES, OIL, SPRAYER	70.33
		<hr/>
		\$ 97,134.74

CEMETERY

A & R ENTERPRISES	SIDEWALKS FOOTING PADS-CEMETERY	17,025.00
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	36.07
METROPOLITAN UTILITIES DIST	2022/08/06-09/02 MONTHLY SERVICE	94.58
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	90.72
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	426.50
		<hr/>
		\$ 17,672.87

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STREETS

ALFRED BENESCH & COMPANY	BPW-220101 PROF SERVICES 2022/05/09-2022/08/28	1,302.29
ALFRED BENESCH & COMPANY	BPW-171101 PROF SERVICES 2202/8/1-8/28	1,284.25
ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJECTS 2022/8/1-8/28	19,420.81
ALFRED BENESCH & COMPANY	BPW-220813 BELLEVUE STREETSAPING 2022/8/17-8/28	2,998.80
AMAZON.COM, LLC	BATTERY, OFFICE SUPPLIES	328.10
AVERY RENTS	PROPANE	51.95
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	123.09
BURRELL ENTERPRISES, LLC	BPW-220104 CONCRETE PROJECTS ENDING 2022/09/24	273,963.01
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.61
CHARLES VRANA & SONS CONSTRUCTION CO	BPW-211224 HARLAN DR THRU 2022/09/22	123,036.74
CORNHUSKER INTERNATIONAL TRUCKS	(7) 2023 INT'L DUMP TRUCKS WITH EQUIPMENT AND SURCHARGES	1,602,085.44
DAY ELECTRIC SERVICE, INC	POLE REPAIR-20TH & CORNHUSKER	1,001.39
DIAMOND VOGEL, INC	TRAFFIC PAINT	1,906.00
FELSBURG HOLT & ULLEVIG, INC	BPW-220107 GALVIN RD 2022/07/01-2022/08/31	585.00
GRAINGER	FOAM GUN AND HOSE, SEALANT	421.59
HDR ENGINEERING, INC	BPW-210313 FT CROOK RD MSTR PLAN 2022/7/31-2022/8/27	1,549.50
HGM ASSOCIATES INC	BPW-211224 HARLAN DR 2022/07/19-2022/09/15	20,342.41
INDEPENDENT SALT CO	ICE CONTROL SALT	9,437.22
INDOFF	COPY PAPER, OFFICE SUPPLIES	302.95
JACOBS ENGINEERING GROUP, INC	BPW-210106 STORM DRAINAGE 2022/4/30-2022/8/26	9,462.18
JEO CONSULTING GROUP, INC	BPW-220106 GILMORE LAKE RD THRU 2022/9/9	4,143.75
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	17,700.82
MARTIN ASPHALT	BULK OIL	576.00
MENARDS	LUMBER	161.90
METRO LEASING	8733A & B LEASES- INT'L TRUCKS	26,874.70
METROPOLITAN UTILITIES DIST	2022/08/04-09/01 MONTHLY SERVICE	385.64
MID-AMERICAN SIGNAL	CAMERA VIDEO DETECTION CARD, CABINET INTERFACE DEVICE	14,589.30
OMAHA PUBLIC POWER DISTRICT	2022/07/29-09/12 MONTHLY SERVICE	1,351.63
OMNI	ASPHALT	4,477.23
READY MIXED CONCRETE COMPANY	CONCRETE	29,556.29
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	816.48
SWAIN CONSTRUCTION, INC	BPW-171101 GREGG RD THRU 2022/09/23	20,931.51
TRISTAR	WORK COMP FUNDING-AUG 2022	11,636.20
UNION PACIFIC RAILROAD COMPANY	BPW-220104 AGREEMENT-SCHEILING DR 10/25/22	2,292.42
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	4,608.91
WESTLAKE ACE HARDWARE	DECK PLUS, NAILS	60.17
		\$ 2,209,786.28

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FLEET MAINTENANCE

911 CUSTOM, LLC	CONSOLE, SIDE MOUNT PACKAGE	1,010.65
A + UNITED RADIATOR REPAIR	CLEAN AND REPAIR TANKS ON RADIATOR	225.00
AA WHEEL & TRUCK SUPPLY, INC	GREASE SEAL	18.48
A&L HYDRAULIC	REBUILD CYLINDER	279.85
ALLIED OIL & SUPPLY COMPANY	OIL, ANTI FREEZE	3,142.35
AMAZON.COM, LLC	HYDRAULIC TUBE BENDER, BICYCLE GRIPS, FLASH DRIVES, SAFETY CANS, SNOWPLOW LIGHT	2,662.66
ASPEN EQUIPMENT CO	CYLINDER	3,125.00
AUTO VALUE PARTS - SOUTH OMAHA	FAN CLUTCH, FUNNELS, RETAINER, SWITCH, VALVE COVER	483.62
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, HYD CYLINDER, GATES, THREADLOCKER, AP EXHAUST	1,762.45
AUTOZONE, INC	BRAKELEEN	291.60
BAUER BUILT TIRE & SERVICE	TIRES	442.05
BAXTER CHRYSLER DODGE JEEP RAM	SENSOR, THERMOSTAT, HEATER HOSES	199.83
BAXTER FORD	SENSOR, TENSIONER, PUMP, THROTTLE, RINGS, CONTROL PANEL, RINGS, OTHER PARTS	2,644.59
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	50.94
BOBCAT OF OMAHA	BOOM PLUG KIT	258.82
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	38.70
CORNHUSKER INTERNATIONAL TRUCKS	COVER PLUG, COUPLINGS, EXHAUST CLAMPS, ABSORBER, RADIATOR TANK, OTHER PARTS	1,104.01
DULTMEIER SALES LLC	SHURFLO PUMP	512.84
FACTORY MOTOR PARTS CO	FILTERS, AIR CLEANER	340.85
FARM PLAN	HP ULTRA	128.16
FORCE AMERICA, INC	GASKET	28.56
GRAINGER	STEEL SOCKET BIT	14.44
IDEAL PURE WATER	BOTTLED WATER	100.75
IDENTIFIX	SOFTWARE AGREEMENT	1,428.00
INLAND TRUCK PARTS CO	BOLTS	43.08
INTERSTATE BATTERIES	BATTERIES	1,325.22
INTERSTATE POWER SYSTEMS	OIL PRESSURE SENSOR	322.50
J & J SMALL ENGINE SERVICE	AIR FILTER, SPARK PLUG	41.18
JIM HAWK TRUCK TRAILERS	PIGGY BACK KIT, SLACK ADJUSTERS, DIODE LAMPS	347.18
KRIHA FLUID POWER CO	FITTINGS	798.19
LIBRA SAFETY PRODUCTS	LENS CLEANING WIPES	36.60
LOGAN CONTRACTORS SUPPLY	TANK HOSE, SUCTION HOSE	37.55
MATHESON TRI-GAS INC	WELDING GLOVES	47.98
MENARDS	PAINTER TRIM, TAPE, BATTERIES, CABLE, EARMUFFS, SPRING SNAP	574.40
MICHAEL TODD & COMPANY	FORMED CUTTING EDGES	2,778.52
MOTOROLA SOLUTIONS, INC	FRONT CAMERAS	1,532.00
NAPA AUTO PARTS	FILTERS, ADAPTER KIT, FITTINGS, CLAMPS, SWAY BAR LINKS, COUPLERS, BRAKE ROTOR. OTHER PARTS	954.79
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, FENDER WASHERS, SOCKETS	267.81
NMC EXCHANGE LLC	OIL SAMPLE	1,066.08
QUALITY TIRES	TIRES	260.88
RADIATOR DEPOT	AC COMPRESSOR	245.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	453.60
ROSE EQUIPMENT	SERVICE WORK-ST233	1,361.01
SEAGRAVE FIRE APPARATUS, LLC	LATCH, HANDLE	353.85
SERVICE EXPRESS CO	OIL PRESURE GAUGE, GREASE GUN, COUPLERS, GREASE GUN	365.28
STATE STEEL	HOT ROLLED STEEL	566.37
SWAN ENGINEERING, LLC	O-RINGS	79.96
THERMO KING	AC SOLENOID	176.45
TOOL SHED OF OMAHA	FLAP DISC	177.40
TOYNE, INC	AUTO CHARGE-ENG 31	1,216.02

MINUTE RECORD

CLAIMS FOR YEAR-ENDING SEPTEMBER 28, 2022

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FLEET MAINTENANCE (cont'd)

TRUCK CENTER COMPANIES-OMAHA	BALANCE DRUM, BRAKE KIT, SLACK ADJUSTERS, BRAKE KIT	1,490.32
TY'S OUTDOOR POWER & SERVICE	FILTERS, VENTRAC OIL	383.32
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	728.30
VERMEER EQUIPMENT	DECALS	20.33
WALKERS UNIFORM RENTAL	UNIFORM SERVICE, FENDER COVERS	373.07
WAYTEK, INC	WIRE HARNESS TAPE	156.36
WESTLAKE ACE HARDWARE	DISTILLED WATER	10.77
		<u>\$ 38,885.57</u>

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	346.19
		<u>\$ 346.19</u>

PLANNING

ANGELA M CURRY	REIMB CONFERENCE EXPENSES	372.50
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	6.72
CROWNE PLAZA HOTEL	LODGING FOR CONFERENCE-CURRY	249.90
J P COOKE COMPANY	NAME PLATE-G SIMS	25.00
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	19.83
NEBRASKA PLANNING & ZONING ASSOCIATION	CONFERENCE REGISTRATION-CURRY	230.00
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	241.03
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	90.72
TRED-MARK COMMUNICATIONS	INSTALL COAX WIRE IN PERMITS	235.00
		<u>\$ 1,470.70</u>

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	8.98
HARRIS COMPUTER SYSTEMS	PERPETUAL LICENSES, SOFTWARE MAINTENANCE 2022/09/15-2023/09/14	4,488.00
METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	26.49
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	322.05
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	241.92
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	1,482.53
WOODHOUSE FORD	(3) 2023 FORD BRONCO	91,827.00
		<u>\$ 98,396.97</u>

POLICE

AARON ESTEP	REIMB PER DIEM-TRAINER	160.00
AMAZON.COM, LLC	COMPUTER SUPPLIES, FIRST AID SUPPLIES, OFFICE SUPPLIES	2,509.11
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	128.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT	67.11
BENEFIT PLANS	POLICE PENSION PLAN- SEP 2022 MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	159.19
CAKE SPECIALISTS	CAKE FOR WELCOMING CEREMONY	72.99
CALLEY MOTORCYCLES PARTS, LLC	MOTORCYCLE DROP GUARDS	2,144.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW EMPLOYEES	1,017.22
DAY ELECTRIC SERVICE, INC	INSTALL CHARGERS FOR ELECTRIC CARS	5,105.10
DILLON BROTHERS H-D BUELL	MOTORCYCLE LEASE 2021/2022, REPLACE CLUTCH	19,595.33
GREAT PLAINS UNIFORMS	SEWING PATCHES, BALLISTIC VESTS	6,365.00
HUNTEL COMMUNICATIONS, INC	CALL RECORDING SYSTEM	8,988.00
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	LT WRITTEN EXAM	7,590.00
INTELLIGENT VIDEO SOLUTIONS	REPLACE CAMERA	695.00
J P COOKE COMPANY	NOTARY STAMP-STUCK	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	153.52

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CLAIMS FOR YEAR-ENDING SEPTEMBER 28, 2022

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POLICE (cont'd)

METROPOLITAN UTILITIES DIST	2022/08/04-09/02 MONTHLY SERVICE	469.53
MIKE RICHEY	REIMB PER DIEM-TRAINER	160.00
OMAHA PUBLIC POWER DISTRICT	2022/08/10-09/12 MONTHLY SERVICE	5,707.17
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	3,911.84
SECRETARY OF STATE	RENEW NOTARY LICENSE-STUCK	30.00
SHARP IMAGE INC	WINDOW TINTING-UNIT 108, 101, 111	675.00
T-MOBILE USA, INC	SEARCH WARRANT FEES	25.00
TRISTAR	WORK COMP FUNDING-AUG 2022	25,412.30
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	18,561.68
VERIZON WIRELESS	2022/07/24-08/23 MONTHLY SERVICE	2,120.62
WESTLAKE ACE HARDWARE	KEYS	82.89
		<hr/>
		\$ 120,759.11

FIRE & RESCUE

AMAZON.COM, LLC	BEVERAGE TUBS, COFFEE DISPENSER, FRAMING NAILER, OFFICE SUPPLIES	742.26
AIRGAS USA, LLC	OXYGEN, CYLINDER RENTAL	142.60
AVI SYSTEMS	YEARLY SUPPORT AGREEMENT 2020/09/10-2021/09/09	2,145.00
BELLEVUE TRAVEL	AIR FARE-GRAY	712.70
BLACK HILLS ENERGY	2022/08/01-2022/09/02 MONTHLY SERVICE	389.45
BODY BASICS FITNESS EQUIPMENT	ELLIPTICAL EQUIPMENT - 1/2 PAID BY DONATIONS	3,164.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,885.97
BRIGITTE HALL	REFUND FOR SERVICE	103.19
CREIGHTON UNIVERSITY	1ST 1/2 OF PARAMEDIC COURSE-O'BRIEN, SPENCER	8,600.00
DPX ENTERPRISES	CALIBRATION AND MAINTENANCE FOR GAS METERS	3,213.80
GREAT PLAINS UNIFORMS	BADGES/COLLAR BRASS	3,357.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	139.91
MENARDS	MAILBOX POST	36.98
METROPOLITAN UTILITIES DIST	2022/08/11-09/07 MONTHLY SERVICE	2,534.02
NATIONAL FIRE PROTECTION ASSOCIATION	RENEW MEMBERSHIP-GIFFORD	175.00
NICHOLAS PIERCE	REIMB TRAINING EXPENSES, SUPPLIES	91.63
PATRICIA COHLMIA	REFUND FOR SERVICE	94.36
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	2,589.76
SABRA GROW	REFUND FOR SERVICE	79.41
STRYKER SALES CORPORATION	LUCAS MAINTENANCE AGREEMENT 2022/09/08-2025/09/08	4,773.60
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,115.50
TRISTAR	WORK COMP FUNDING-AUG 2022	178.66
UNDERWRITERS LABORATORIES	UL TESTING	12,700.33
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	13,871.08
ZOLL DATA SYSTEMS INC	RMS & RMS CONTRACTUAL	1,105.00
		<hr/>
		\$ 66,941.21

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/08/04-09/03 MONTHLY SERVICE	922.65
COX BUSINESS SERVICES	2022/09/02-10/01 MONTHLY SERVICE	59.55
CROP RISK SERVICES-MPCI PREMIUMS	CROP INSURANCE	1,732.00
EMPLOYEE BENEFITS SYSTEM	SELF FUNDINGACCOUNT	46,756.77
FORVIS, LLP	FINAL BILLING FOR CAPITAL/ASSET LISTING	2,100.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	BRANDING CAMPAIGN-BANNERS	3,219.50
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-SEPT 2022	1,875.00
NE-DEPARTMENT OF REVENUE	2022/08 SALES TAX	825.90
NE-DEPARTMENT OF REVENUE	WASTE REDUCTION & RECYCLING - SEP 2022	25.00
PM AM CORPORATION	ALARM FEES - AUG 2022	2,505.00
		<hr/>
		\$ 60,021.37

MINUTE RECORD

CLAIMS FOR YEAR-ENDING SEPTEMBER 28, 2022

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INFORMATION TECHNOLOGY

AMAZON.COM, LLC	RESIN CABINET	421.00
HUNTEL COMMUNICATIONS, INC	PHONE SYSTEM UPGRADE	37,192.39
SHI INTERNATIONAL CORP	HARDWARE REPLACEMENT	435.90
TESSCO	TRI-BAND ANTENNA	66.01
		\$ 38,115.30

2206 LONGO DR- NEW LIBRARY

LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2022/9/14	17,379.83
		\$ 17,379.83

WASTEWATER

AEROTEK, INC	HIRING FEES-MURRAY END 2022/9/3	3,854.88
AMAZON.COM, LLC	OFFICE SUPPLIES	294.91
AT&T MOBILITY	2022/07/21-08/07 MONTHLY SERVICE	643.94
BIG RED LOCKSMITHS	MASTER KEYS, DUPLICATE KEYS	564.50
CENTURY LINK	2022/09/04-10/03 MONTHLY SERVICE	58.00
COX BUSINESS SERVICES	2022/09/04-10/03 MONTHLY SERVICE	220.00
GEARHART CONSTRUCTION & PLUMBING	SAW AND REMOVE PAVEMENT	30,575.00
GENERAL FIRE & SAFETY CO	GAS DETECTOR CALIBRATION, O2 SENSOR	461.00
GRAINGER	MANHOLE LADDER	577.18
HAMMERHEAD TRENCHES	POINT REPAIR WINTER, SUMMER	19,663.67
HAUXWELL PUMP & SUPPLY	IMPELLER, SEAL, SUCTION COVER, BEARINGS	3,547.99
HDR ENGINEERING, INC	BPW 2021MISC-SARPY WW EVAL 2022/5/22-2022/6/25	11,011.59
HOA SOLUTIONS, INC	BILLING TIME FOR TECHNICIAN	3,993.60
J & J SMALL ENGINE SERVICE	RIVET, GUARD	63.73
JUDDS BROS CONSTRUCTION CO	BPW-201109 SO LIFT STATION THRU 2022/9/14	1,335,592.75
MENARDS	TROWEL, SHOVELS, MEETING SUPPLIES	231.32
METROPOLITAN COMMUNITY COLLEGE	CLASS B DRIVING	2,565.00
METROPOLITAN UTILITIES DIST	2022/08/05-09/02 MONTHLY SERVICE	55.21
NAPA AUTO PARTS	CONNECTOR KIT	4.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-SEP 2022	564.88
TRISTAR	WORK COMP FUNDING-AUG 2022	610.22
US BANK VOYAGER FLEET	FUEL FOR CITY VEHICLES	3,912.32
		\$ 1,419,066.68

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEES-AUG 2022	3,532.50
		\$ 3,532.50

FEDERAL FORFEITURES

VERIZON WIRELESS	2022/07/22-08/21	455.95
		\$ 455.95

TOTAL CLAIMS FOR YEAR ENDING SEPTEMBER 28, 2022 \$ 4,883,811.82

TOTAL PAYROLL FOR SEPTEMBER 16, 2022 \$ 1,535,249.32

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
10/4/2022

COUNCIL MEETING DATE: 09/06/2022	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 amend Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry.

SYNOPSIS/BACKGROUND:

Alex Perry has submitted a request to amend the BGM zoning district to allow for multi-family residential development to be constructed at a density of 600 square feet of lot area per unit rather than the 800 square feet of lot area per unit currently allowed.

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:

Both the Planning Department and Planning Commission are requesting approval of this request.

ATTACHMENTS:

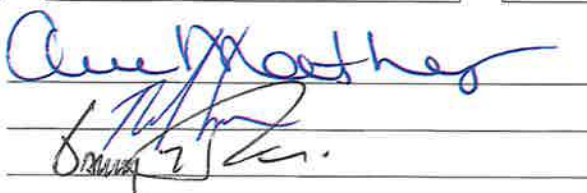
1. PC Recommendation	2. Staff Memo	3. Ordinance No. 4108
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Alex Perry

CASE #: 173

CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: to amend Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business District) zoning district regarding multi-family residential density.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of amendment as presented.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022



We Influence The World!

City of Bellevue
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Manager
DATE: August 29, 2022
RE: Text Amendment to BGM Zoning District

Alex Perry has requested an amendment to Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density.

The applicant states the purpose of the request is “to allow for a minimal increase in multifamily density in the BGM/Olde Towne corridor,” which will help facilitate redevelopment of the city’s core area.

The ordinance currently allows residential uses such as “apartment houses, apartment hotels and mixed business and apartment buildings constructed to the standards of the RG 8 zone.” The RG 8 zoning district allows a multifamily dwelling density of 2,500 square feet of lot area per unit for the first four units, after which the minimum lot area may be 800 square feet per unit. The applicant is requesting this be amended to allow a density of 600 square feet of lot area per unit outside of the first four units.

The Planning Department researched allowed multifamily density in surrounding cities and jurisdictions:

- The City of Papillion has a R-4 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 10,000 square feet.
- LaVista has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sarpy County utilizes an RG-15 zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit, with a minimum lot area of 10,000 square feet.
- The City of Omaha has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 40 units

per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multifamily district “most appropriate in centrally located areas near supporting urban services” and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area.

The BGM zoning district is unique to the Olde Towne area, and generally encompasses the Mission Avenue corridor from Lincoln Road to Main Street, and generally one block to the north and south. The BGM zoning is also carried along Franklin Street from Mission Avenue to West 19th Avenue. The intent of this zoning district is to “provide a general business zone which will take into account the special characteristics of the Central Commercial Area.” A text amendment would only apply to this area of the city.

Olde Towne represents Bellevue’s original core and has a variety of uses on smaller lots. A text amendment to allow higher density would be beneficial to assist in the redevelopment of the corridor. Staff would only be supportive of the decrease in density if it were contingent upon the availability of necessary infrastructure. With any high-density development situation, it is important for the city to make sure infrastructure needs will be met.

As such, staff is recommending the following amendment to Sections 5.23.02 (12):

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - J. Bank, Savings and Loan Association.
 - K. Barber, beauty shops.
 - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - M. Book store.
 - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - O. Candy, ice cream store including manufacture, if all production is sold at retail

on the premises or as retail custom orders for delivery.

- P. Car wash.
- Q. Childcare center.
- R. Commercial parking lots.
- S. Community Center (*Ord. 3802, March 9, 2015*)
- T. Convenient store with limited fuel sales.
- U. Dairy products sales.
- V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
- W. Dental clinic.
- X. Drug or drug-variety store.
- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- EE. Feed and seed store.
- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking, or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12,*

2018)

- XX. Liquor stores.
 - YY. Loan office.
 - ZZ. Locksmith.
 - AAA. Machine sales and service (stationery and office)
 - BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
 - CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
 - DDD. Medical clinics.
 - EEE. Microbreweries and brew pubs.
 - FFF. Music store, music studio.
 - GGG. News and tobacco store.
 - HHH. Outlet retail store.
 - III. Paint, wallpaper, drapery, and floor covering store.
 - JJJ. Pawn shops.
 - KKK. Pet shop, provided that all facilities are fully enclosed.
 - LLL. Photographer, artist, photo finishing, and camera store.
 - MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
 - NNN. Real estate sales office.
 - OOO. Restaurant (Drive-in or fast food).
 - PPP. Restaurant (Entertainment).
 - QQQ. Restaurant (General).
 - RRR. Restaurant (Limited).
 - SSS. Secondhand stores.
 - TTT. Shoe repair shop.
 - UUU. Shoe store.
 - VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
 - WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
 - XXX. Telephone answering service.
 - YYY. Telephone exchange.
 - ZZZ. Television, radio and small appliance repair.
 - AAAA. Toy and sporting goods store.
 - BBBB. Upholstery shops.
 - CCCC. Variety store.
2. Call center.
 3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Manager.
 4. Governmental Services – administrative Facilities.
 5. Logistical center.
 6. Mortuaries, funeral homes, and funeral chapels.
 7. Motel, Hotel.
 8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.

9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to ~~standards of the RG 8 Zone~~ **the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. All other standards of the RG 8 zoning district shall apply.**
13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
14. Theater other than drive-in.
(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.

5.23.04 Permitted Accessory Uses:

1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
2. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
3. Residential and small wind energy systems, subject to Section 8.10.

5.23.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None.
3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 12.0
9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section 8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ATTACHMENTS:

Letter from Alex Perry received July 29, 2022



July 22, 2022

Attn: City of Bellevue – Planning Department
1510 Wall Street
Bellevue, Nebraska 68005

Re: Text Amendment to 5.23.02 (12) (Permitted Uses in the BGM District)

This letter is to provide additional written justification for the attached Text Amendment Application. The requested amendment will allow for greater flexibility for the redevelopment of the BGM/Old Towne Corridor. Bellevue's original core will benefit from this amendment in a variety of ways.

Most importantly, this amendment will increase the allowable density in a responsible manner, that allows for slightly greater density, while not stressing existing or planned parking or infrastructure. The redevelopment of the Old Towne Corridor will mostly occur on smaller sized lots. This slight increase to allowable density will provide potential developers with a higher chance of making redevelopment projects feasible.

This small increase to allowable density helps create a redevelopment where more people can live, work, and play within short distance of their home. These additional residents are then able to more frequently visit businesses within the walkable corridor area. This helps the retail, food and beverage establishments, and local service businesses be even more successful. Thus, creating a snowball effect, leading to additional redevelopment and investment into Bellevue's original corridor.

Lastly, this amendment allows for additional density to help provide additional workforce housing for Offutt, and other surrounding businesses. Part of the redevelopment of the Old Towne Corridor should be focused on helping local businesses to continue to attract and retain quality employees.

Sincerely,

Alex Perry
Perry Reid Properties

RECEIVED
JUL 29 2022
PLANNING DEPT.

ORDINANCE NO. 4108

AN ORDINANCE TO AMEND SECTION 5.23, ORDINANCE NO. 4104, BELLEVUE ZONING ORDINANCE, RELATING TO ALLOWABLE MULTI-FAMILY RESIDENTIAL DENSITY IN THE BGM (METROPOLITAN GENERAL BUSINESS DISTRICT) ZONING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. That Section 5.23 of Ordinance No. 4104 is hereby amended to read as follows:

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - J. Bank, Savings and Loan Association.
 - K. Barber, beauty shops.
 - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - M. Book store.
 - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - O. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - P. Car wash.
 - Q. Childcare center.
 - R. Commercial parking lots.
 - S. Community Center (*Ord. 3802, March 9, 2015*)
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.

- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- EE. Feed and seed store.
- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking, or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12, 2018*)
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Microbreweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery, and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- NNN. Real estate sales office.
- OOO. Restaurant (Drive-in or fast food).

- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Secondhand stores.
- TTT. Shoe repair shop.
- UUU. Shoe store.
- VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- XXX. Telephone answering service.
- YYY. Telephone exchange.
- ZZZ. Television, radio, and small appliance repair.
- AAAA. Toy and sporting goods store.
- BBBB. Upholstery shops.
- CCCC. Variety store.
- 2. Call center.
- 3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Manager.
- 4. Governmental Services – administrative Facilities.
- 5. Logistical center.
- 6. Mortuaries, funeral homes, and funeral chapels.
- 7. Motel, Hotel.
- 8. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
- 9. Radio and television stations, except transmission towers over 35 feet high.
- 10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
- 11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
- 12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. All other standards of the RG-8 zoning district shall apply.
- 13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
- 14. Theater other than drive-in.
(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

- 1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.

5.23.04 Permitted Accessory Uses:

- 1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
- 2. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 3. Residential and small wind energy systems, subject to Section 8.10.

5.23.05 Space Limits:

- 1. Minimum lot area for business: None.
- 2. Minimum width of lot: None.

3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 12.0
9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section 8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

Section 2. That Sections 5.23 of Ordinance No. 4104, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by 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, NEBRASKA
AGENDA ITEM COVER SHEET**

**11b.
10/4/2022**

COUNCIL MEETING DATE: 09/06/2022	SUBMITTED BY: Tammi Palm	TITLE: 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, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, all located in the Northeast 1/4 of Section 20, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG and RS-72 to RS-72 for the construction of a church.; and small subdivision plat Lot 1, Roca De Salvacion Addition. Applicant: Fortino Ramirez. General Location: 8806 South 36th Street.

SYNOPSIS/BACKGROUND:

Fortino Ramirez, on behalf of Salvacion/Iglesia, is requesting approval of a change of zone and small subdivision plat for Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72. Lot 3, Block 1, Vey's Hill Haven Addition, is a non-conforming BG zoned lot developed with a single family residence and outbuildings. The applicant is requesting the RS-72 zoning to remain consistent with the adjacent neighborhood and to facilitate a conditional use permit for the construction of a church.

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: YES
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 application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance No. 4109
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robbins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Fortino Ramirez
CASE #'s: Z-2206-08 and S-2206-16
CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: to rezone Lot 1, Roca De Salvacion Addition, being replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, from BG and RS-72 to RS-72 for the purpose of a church; and small subdivision plat Lot 1, Roca De Salvacion Addition.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022



CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2206-08
S-2206-16

FOR HEARING OF:
REPORT #1: August 25, 2022
REPORT #2: September 20, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Fortino Ramirez
2858 Sprague Street
Omaha, NE 68108

B. PROPERTY OWNERS:

Salvacion/Iglesia
8806 S. 36th Street
Bellevue, NE 68147

C. GENERAL LOCATION:

8806 S 36th Street

D. LEGAL DESCRIPTION:

Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with ½ of vacated 37th Street adjacent thereto, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72.
2. Small subdivision plat Lot 1, Roca De Salvacion Addition

F. EXISTING ZONING AND LAND USE:

BG and RS-72, Single-Family Residential/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat approval to facilitate a conditional use permit request to allow for the construction of a church.

H. SIZE OF SITE:

The site is approximately 4.88 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 3, Block 1, Vey's Hill Haven Addition, is developed with a single family residence and outbuildings. The remainder of the property is vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential/RS-72 (across Marie Street)
- 2. **East:** Single Family Residential/ RS-72 (across S. 36th Street)
- 3. **South:** OPPD Substation/RS-72
- 4. **West:** Vacant (OPPD property)/RS-72

C. REVELANT CASE HISTORY:

On August 25, 2022, the Planning Commission recommended approval of a request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with ½ of vacated 37th Street adjacent thereto, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG and RS-72 to RS-72, and small subdivision plat Lot 1, Roca De Salvacion Addition.

D. APPLICABLE REGULATIONS:

- 1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

If the applicant's zoning and platting is approved, he is requesting a conditional use permit for the purpose of a church on the property.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property currently has access from a private driveway off South 36th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Fortino Ramirez, on behalf of Salvacion/Iglesia is requesting approval of a rezoning and small subdivision plat for Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72. The applicant is requesting the RS-72 zoning to remain consistent with the adjacent neighborhood and to facilitate a conditional use permit for the construction of a church. Section 5.10.03 allows churches as a conditional use permit in the RS-72 zoning district.
2. Lots 3, Block 1, Vey's Hill Haven Addition, is a non-conforming BG (General Business) zoned lot developed with a single family residence and outbuildings. The remainder of the property is currently vacant.
3. The applicant is requesting a change of zone from BG and RS-72 to RS-72. This zoning is consistent with the adjacent single family residential neighborhood as well as Omaha Public Power District's (OPPD) property.
4. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works Department, Sarpy County Administrator, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight requested technical revisions to the small subdivision plat. The applicant's surveyor has since satisfied these comments.

No other comments were received in this case.

5. The Future Land Use Map of the Comprehensive Plan shows these properties as commercial and medium density residential based on its current zoning.
6. Staff believes this zoning request is compatible with the surrounding neighborhoods.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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


VI. ATTACHMENTS TO REPORT


1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received June 24, 2022
4. Small Subdivision Plat received August 5, 2022

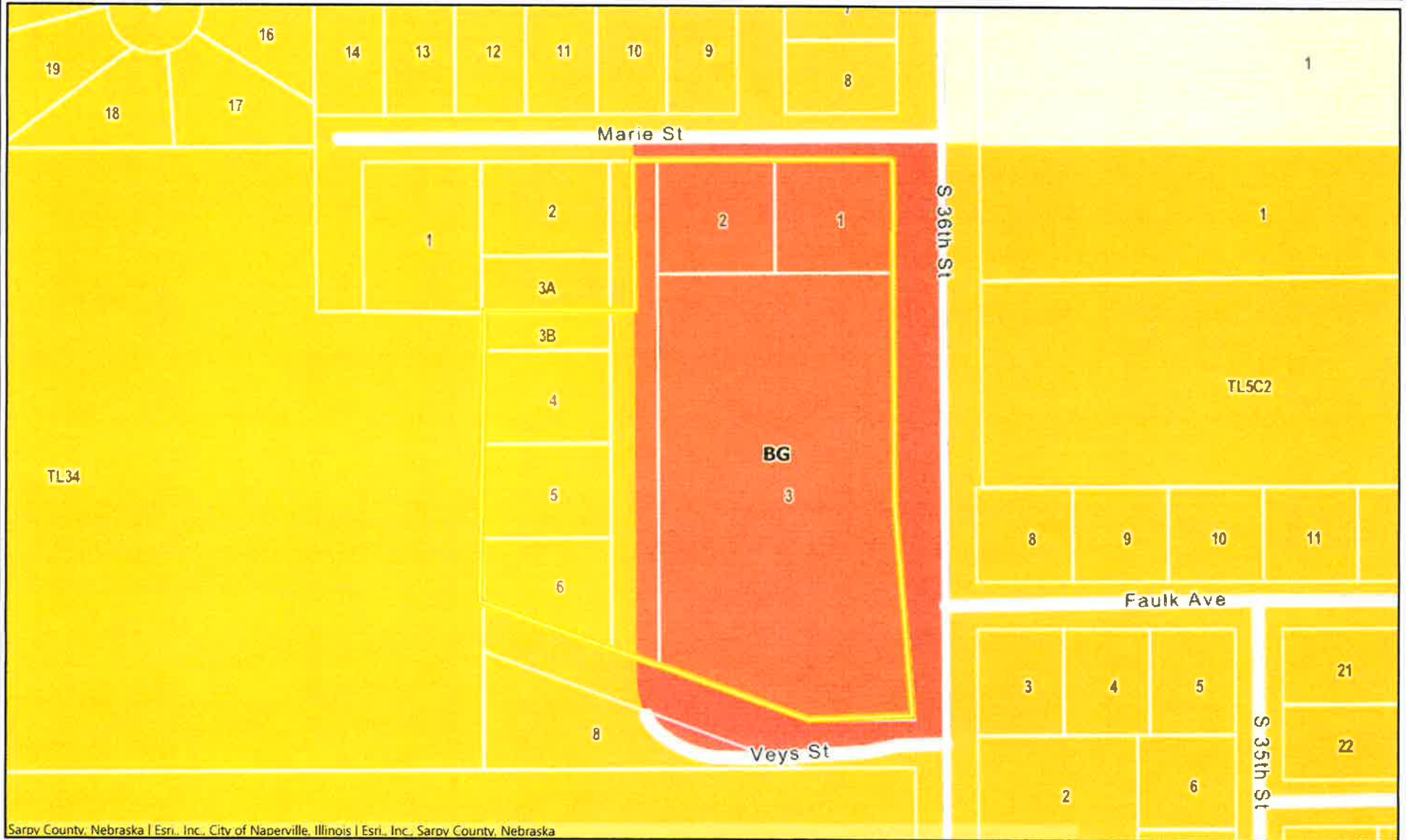
VII. COPIES OF REPORT TO:

1. Fortino Ramirez
2. Salvacion/Iglesia – Otoniel Garcia
3. Dennis Whitfield
4. Public Upon Request

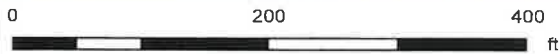

Assistant Planning Manager


Planning Manager


Date of Report



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



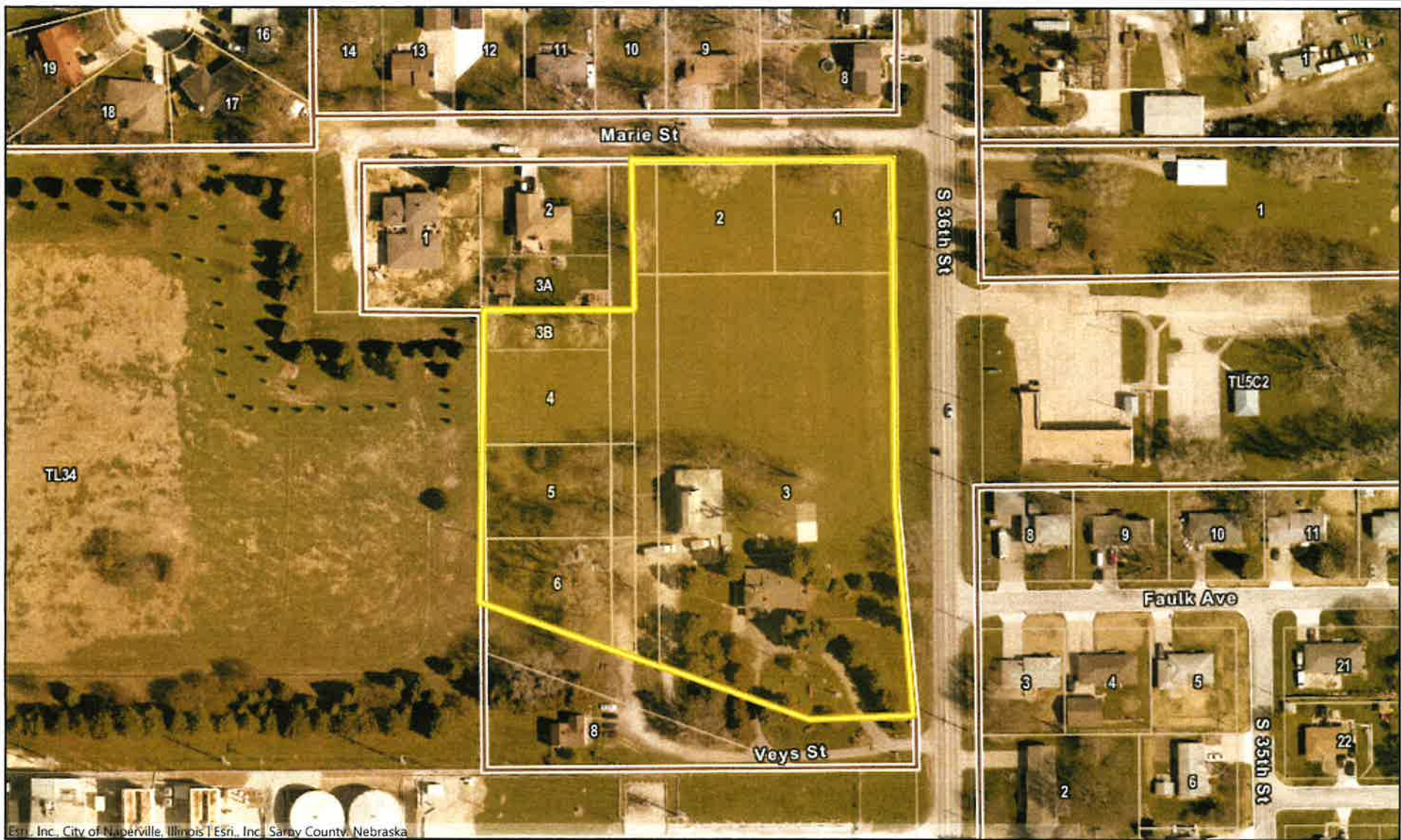
Map Scale 1: 2257

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

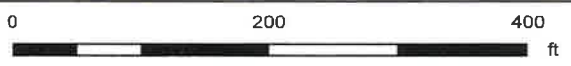


Notes





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



Map Scale 1: 2257

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



Notes





June 24, 2022

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

Re: Lots 1, 2 & 3 of Block 1 Vey's Hill Haven Addition, City of Bellevue, NE – Request for Rezone Justification Letter

To whom it may concern:

This letter is in support of the application to rezone Lots 1, 2 and 3 of Block 1 within Vey's Hill Haven Addition from the existing zoning BG, General Business District to RS-72, Single-Family Residential.

Located at the southwest corner of the 36th and Marie Street intersection, the currently zoned BG lots are surrounded by RS-72 and RE (Residential Estates) zoning. As currently permitted under the RS-72 district provided a conditional use permit; the current owner, Iglesia Pentecostes Roca de Salvacion, a local Christian religious group, intends to rezone to complement adjacent lots and request a conditional use permit to construct a new building that will be used together with (2) existing structures (1 barn, 1 residential home) for church related activities.

It is also the intent of the owner to combine in a replat the currently zoned BG lots with adjacent RS-72 lots, 3B, 4, 5 and 6 of Block 2, Vey's Hills Addition, into one single lot zoned RS-72. The combination of lots and rezoning is required to provide sufficient space to construct the proposed building together with supporting driveways, parking lots, landscaping, utilities, and stormwater mitigation.

For this reason, in addition to a submitted rezoning application that is consistent with Zoning Ordinance No. 3619 of the City of Bellevue, we respectfully request the rezoning is approved as submitted.

Should you need additional information, please do not hesitate to contact me by e-mail at framirez@trekkdesigngroup.com or by phone (402) 216-7716.

Sincerely,
TREKK Design Group, LLC

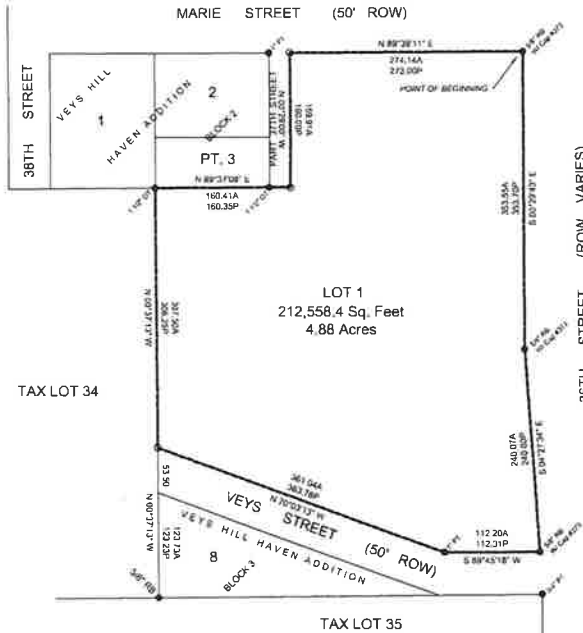
A handwritten signature in black ink that reads "Fortino Ramirez". The signature is written in a cursive style with a large, stylized "F" and "R".

Fortino Ramirez, PE
Project Manager

ROCA DE SALVACION ADDITION

LOT 1

Being a replat of all of Lots 1, 2 and 3, Block 1, the South 40.0 feet of Lot 3 and all of Lots 4, 5 and 6, Block 2, all in VEYS HILL HAVEN ADDITION as surveyed, platted and recorded in the Northeast 1/4 of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with 1/2 Vacated 37th Street adjacent thereto.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as ROCA DE SALVACION ADDITION, being a replat of all of Lots 1, 2 and 3, Block 1, the South 40.0 feet of Lot 3 and all of Lots 4, 5 and 6, Block 2, all in VEYS HILL HAVEN ADDITION as surveyed, platted and recorded in the Northeast 1/4 of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with 1/2 Vacated 37th Street adjacent thereto, more particularly described as follows:
 Beginning at the Northeast corner of said Lot 1, Block 1, thence S 00° 29' 43" E, (assumed bearing) along the West Right-of-Way line of 36th Street a distance of 353.55 feet; thence continuing along said West Right-of-Way line S 04° 27' 34" East a distance of 240.07 feet to the Southeast corner of said Lot 3, Block 1; thence South 89° 45' 18" West along the North Right-of-Way line of Veys Street a distance of 112.20 feet; thence continuing along said Right-of-Way North 00° 03' 13" West a distance of 361.04 feet to the Southwest corner of said Lot 6, Block 2; thence North 00° 37' 13" West along the West line of said Lots 6, 5, 4 and part of 3, Block 2, a distance of 307.50 feet; thence North 89° 37' 08" East along a line 40.0 feet North of and parallel to the South line of Lot 3, Block 2, a distance of 160.41 feet to a point on the Centerline of 37th Street; thence North 00° 29' 00" West along said Centerline a distance of 159.91 feet to a point on the South Right-of-Way line of Marie Street; thence North 89° 38' 11" East along said Right-of-Way a distance of 274.14 feet to point of beginning and containing 4.88 acres more or less.

Dennis L. Whitfield, P.E., L.S., L.S. 449

Date: 6-22-22

RECEIVED

AUG 05 2022

PLANNING DEPT.

DEDICATION

Know all men by these presents that I, Otoniel Garcia, President of Iglesia Pentecostes Roca De Salvacion, a Nebraska non-profit corporation, being the owner of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said addition to be hereafter known as "ROCA DE SALVACION ADDITION", and I do hereby ratify and approve of the deposition of the property as shown on this plat, and I do hereby dedicate to the public for public use, the street and we do further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and Centurylink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cut-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid rights herein granted.

In witness whereof, I do set my name this ____ day of _____, 2022.

Otoniel Garcia, President
Iglesia Pentecostes Roca De Salvacion

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
 County of _____)
 On this ____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Otoniel Garcia, President of Iglesia Pentecostes Roca De Salvacion, a Nebraska non-profit corporation, known by me to be the identical person whose name is affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be his voluntary act and deed. My Commission expires _____.

Notary Public

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer Date

BELLEVUE CITY COUNCIL APPROVAL

This Plat of "ROCA DE SALVACION ADDITION" was approved by the City Council of Bellevue on this ____ Day of _____, 20____. Approval of this final Plat shall become null and void Ninety (90) days from the date of City Council approval if this Plat is not filed with the Register of Deeds as provided in Section 4-10 of the City of Bellevue Subdivision Regulations.

Mayor

Attest

APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION

This Plat of "ROCA DE SALVACION ADDITION" was approved by the City of Bellevue Planning Commission.

Chairman of City Planning Commission Date

REVIEWED BY SARPY COUNTY PUBLIC WORKS

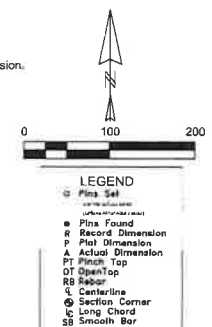
This Plat of "ROCA DE SALVACION ADDITION" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor Date

Reserved for Sarpy County Deeds Office

ROCA DE SALVACION ADDITION
City of Bellevue - Small Subdivision

D_WS Land Surveying
2915 Sheridan Road, Bellevue, NE 68123



Date: 6-22-22
 Project: 126-13 FINAL
 Sheet: 1 of 1

ORDINANCE NO. 4109

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8806 SOUTH 36TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 5, of Ordinance No. 4104 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Roca De Salvacion Addition, being replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, all located in the Northeast 1/4 of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business District) and RS-72 (Single Family Residential - 7,200 Square Foot Zone) to RS-72 (Single-Family Residential – 7,200 Square Foot Zone)

(Fortino Ramirez)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Roca De Salvacion Addition, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 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: _____

Building opposition:

Sept. 19, 2022

SIR, MA'AM,

I Am Herminia Parker
at 3616 Marie St, that my property
is 300 Ft. to the so called planned
to build a church:

that I am opposing

Case # Z-2206-08

CUP-2206-03

Location 8806 S. 36th Street

Applicant FORTINO RAMIREZ

Purpose A CHURCH.

ATT: SUSAN BLUTHE

Herminia J. Parker

RECEIVED

SEP 19 2022

CITY CLERK

Susan Kluthe

From: Dan Riha <Driha@mdwstelectrical.com>
Sent: Monday, September 19, 2022 3:29 PM
To: Tammi Palm; Susan Kluthe
Subject: [EXT] Case # Z-2206-08, CUP-2206-03 Fortino Ramirez/Church on 36th St.

RECEIVED

SEP 19 2022

CITY CLERK

Hi Susan & Tammi,

My name is Daniel Riha. Unfortunately I will not be able to make it to the meeting tomorrow night at 6 PM. I just tested positive for Covid, and would really like to be at the meeting but don't want to get anyone sick. I was going to see if I could bring up a couple of my concerns regarding the church that is set to go up on 36th St. Case # Z-2206-08, CUP-2206-03 Applicant : Fortino Ramirez.

I live at 3703 Marie St. Bellevue, NE 68147 (The adjoining property to the church)

I guess ultimately my biggest concern, is the landscape buffer that Fortino and I had a meeting about. We met and discussed what we would like to happen and he said that he felt we were not asking too much of the church. what was proposed was a "shelter belt" around my property on the east side of my property as well as the southside. Fortino talked about possibly building a berm that was raised 2 to 3 ft. in the middle, with fat Albert evergreen trees on either side of it and shrubs planted through the middle basically surrounding my whole property basically a double layer shelter belt around my property, which I was all right with because I believe that would give us good privacy. One of the main concerns that I brought up is, if you look on Google maps it shows a bunch of trees to the south of my property, and those have since been cut down by the church. (Fortino was unaware of this in our meeting) So I am wanting to make sure they are going to plant that shelter belt of fat Albert trees or something very similar all the way down my east and south property line. I am just hoping to have the best landscape buffer possible to prevent sound and light from cars and buildings from coming onto my property. They talked about a 20 foot landscape buffer around my property which ultimately I don't think is very much but I guess if it meets the city codes there's not much I can do about it.

I just hope the board looks into this, as someone who bought a house surrounded by fields and wildlife is now going to have pavement, noise, and lights surrounding his house as well as an active church. I am just hoping to have the absolute most amount of privacy possible.

I spoke with Tammi Palm On Feb. 3rd and she assured me that the City Of Bellevue really likes it's landscape buffers and planting trees and shrubs and protecting existing residences privacy from new construction going up. (I really hope this is taken into consideration) She also told me that one of her suggestions she was going to propose to Fortino was to move the church building closer to 36th St. to help keep noise and light levels down to those currently living on Marie Street. (My thought behind this is, they are proposing a 57 1/2 foot setback from 36th St., but only a 20 foot setback from the existing residences, why can't we move the church building closer to 36th St.)

In conclusion I just really hope everyone takes into consideration the people currently residing on Marie Street and the amount of noise, light, and traffic that is all going to come with this new church project. For years we have been used to having fields with deer and turkeys walking through our backyards. And now that is all going to change. It was like we almost lived outside of city limits. Now our backyard is going to be all pavement. My wife and I bought this as our first house approximately three years ago when I was 23 years old and she was 24 and we were hoping for a quiet secluded street with minimal noise and lights. Sitting on our back deck or around our fire pit in our backyard in the evening has been one of our favorite hobbies/relaxation times after a long day's work. It was actually the whole reason we chose and bought the house we did. Privacy.

In the letter I got from the City Of Bellevue, it states that copies will be made and given to each of the city Council members and I really hope that they can take this letter and read it, and stop and think for a minute if they lived in my house what they would want done with this drastic change that is about to come. (I'm guessing everyone would want the best landscape buffer possible)

I really hope everyone can take all of this into consideration when it comes time to deciding on the landscaping surrounding my property. If anyone would like to talk, My phone number is 402-669-2771

Thank you and have a great day,

Dan & Melissa Riha

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b1.
10/4/2022

COUNCIL MEETING DATE: 10/4/2022		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>	
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>	
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>	

SUBJECT

Request for a Conditional Use Permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church. Applicant: Fortino Ramirez. Location: 8806 South 36th Street.

SYNOPSIS/BACKGROUND

Fortino Ramirez, on behalf of Salvacion/Iglesia is requesting approval of a Conditional Use Permit (CUP) for Lot 1, Roca De Salvacion Addition, for the purpose of a church. The applicant has submitted a site plan showing the proposed location for the church facility. The site plan shows a church building consisting of a main assembly area, fellowship hall, classrooms/library, and a club/organizational hall. The existing single family residence will be used as a parsonage and the barn will be used for church related activities. A landscape plan was submitted as part of the site plan, which meets the minimum zoning requirements.

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 YES

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	Conditional Use Permit Agreement
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 Rollins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Fortino Ramirez

CASE #: CUP-2206-03

CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: CUP-2206-03

FOR HEARING OF:

REPORT #1: August 25, 2022

REPORT #2: September 20, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Fortino Ramirez
2858 Sprague Street
Omaha, NE 68111

B. PROPERTY OWNERS:

Salvacion/Iglesia
Attn: Otoniel Garcia
8806 South 36th Street
Bellevue, NE 68147

C. GENERAL LOCATION:

8806 South 36th Street

D. LEGAL DESCRIPTION:

Lot 1, Roca De Salvacion Addition, located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County Nebraska.

E. REQUESTED ACTIONS:

Request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church.

F. EXISTING ZONING AND LAND USE:

BG and RS-72, Single-Family Residential/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to allow for the construction of a church.

H. SIZE OF SITE:

The site is approximately 4.88 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

A single-family residence and outbuildings are presently developed on the site.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/RS-72 (across Marie Street)
2. **East:** Single Family Residential, RS-72 (across S. 36th Street)
3. **South:** OPPD Substation/RS-72
4. **West:** Vacant (OPPD Property), RS-72

C. REVELANT CASE HISTORY:

On August 25, 2022, the Planning Commission recommended approval of a request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church.

D. APPLICABLE REGULATIONS:

1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
2. Article 6, Zoning Ordinance regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as medium density residential and commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information for this area.
2. The property has access from a private driveway off South 36th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Fortino Ramirez, on behalf of Salvacion/Iglesia, has submitted a request for a conditional use permit for Lot 1, Roca De Salvacion Addition, for the purpose of a church.
2. The applicant has also submitted a rezoning request from BG and RS-72 to RS-72. The RS-72 zoning district lists “religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction when located in a substantial structure and on a site of at least two acres” as a conditional use.
3. The applicant has submitted a site plan showing the proposed location for the church facility. The main assembly hall will seat 324 people. Based on this projected seating, 81 parking stalls are required. The site plan shows 95 stalls.
4. The site plan shows a church building consisting of a main assembly church area, fellowship hall, classrooms/library, and a club/organizational hall. The existing single family residence will be used as a parsonage and the barn will be used for church related activities.

The classrooms/library and club/organizational hall are shown as a future addition.

A copy of the applicant’s letter detailing his request is attached to this report for reference.

5. A landscape plan was submitted as part of the site plan. The proposed landscape plan meets the minimum zoning requirements.
6. The applicant will have to meet the minimum requirements of Section 8.12, Zoning Ordinance, for design standards as part of the building permit process.
7. 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 Administrator, Sarpy County Public Works, and the Omaha Public School District. The cover letter indicated a deadline to send

comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight had comments pertaining to technical revisions to the site plan, sanitary sewer plan, and the preliminary grading and utilities plan. The applicant's engineer has since satisfied these comments.

8. The property will maintain its current access to South 36th Street along the southern boundary. An additional access is also proposed to South 36th Street near the middle of the property. There will be no access to Marie Street into the existing single family residential neighborhood. The Public Works Department has reviewed these access points and have found them to be acceptable.

9. The area west of South 36th Street is not currently served by sanitary sewer. As part of this development, the applicant plans to extend an 8-inch sanitary sewer line from the north (near 36th and Barretts Drive) to this property. This will provide additional opportunities for future connections in this area.

10. The applicant has provided a drainage plan for this development. The Public Works Department has found this proposed plan to be acceptable. Further review will occur at time of permitting.

11. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from the applicant received June 24, 2022
4. Site plan received September 12, 2022
5. Landscape plan received September 12, 2022
6. Sanitary Sewer plan received September 12, 2022
7. Conditional Use Permit Agreement

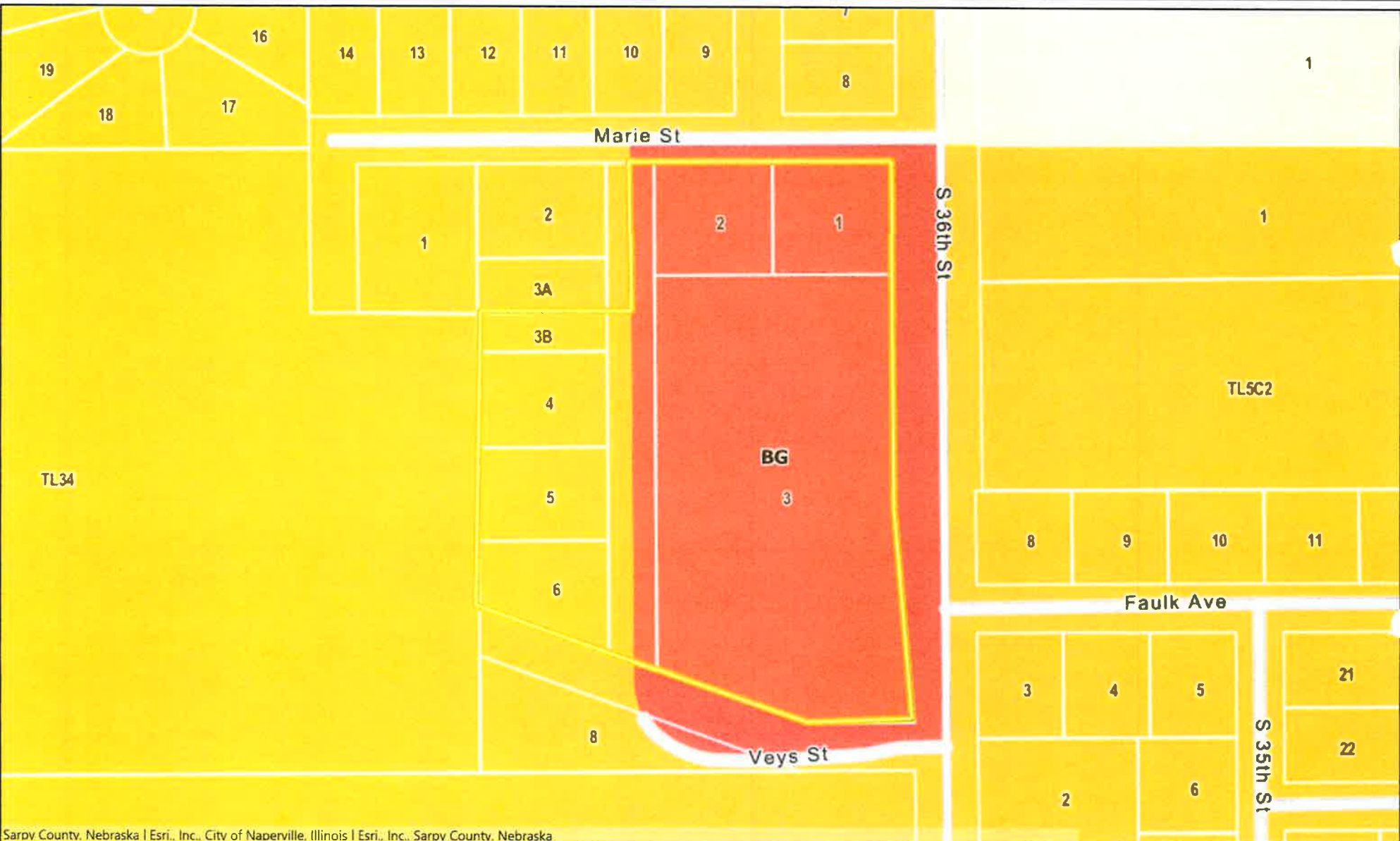
VII. COPIES OF REPORT TO:

1. Fortino Ramirez
2. Salvacion/Iglesia, Otoniel Garcia
3. Dennis Whitfield
4. Public Upon Request

Sammi R. Palm 09/13/22

Prepared By:
Planning Manager

Date of Report

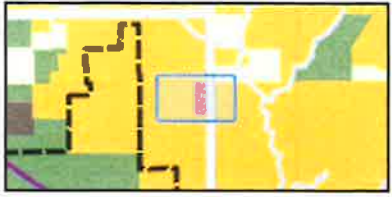


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

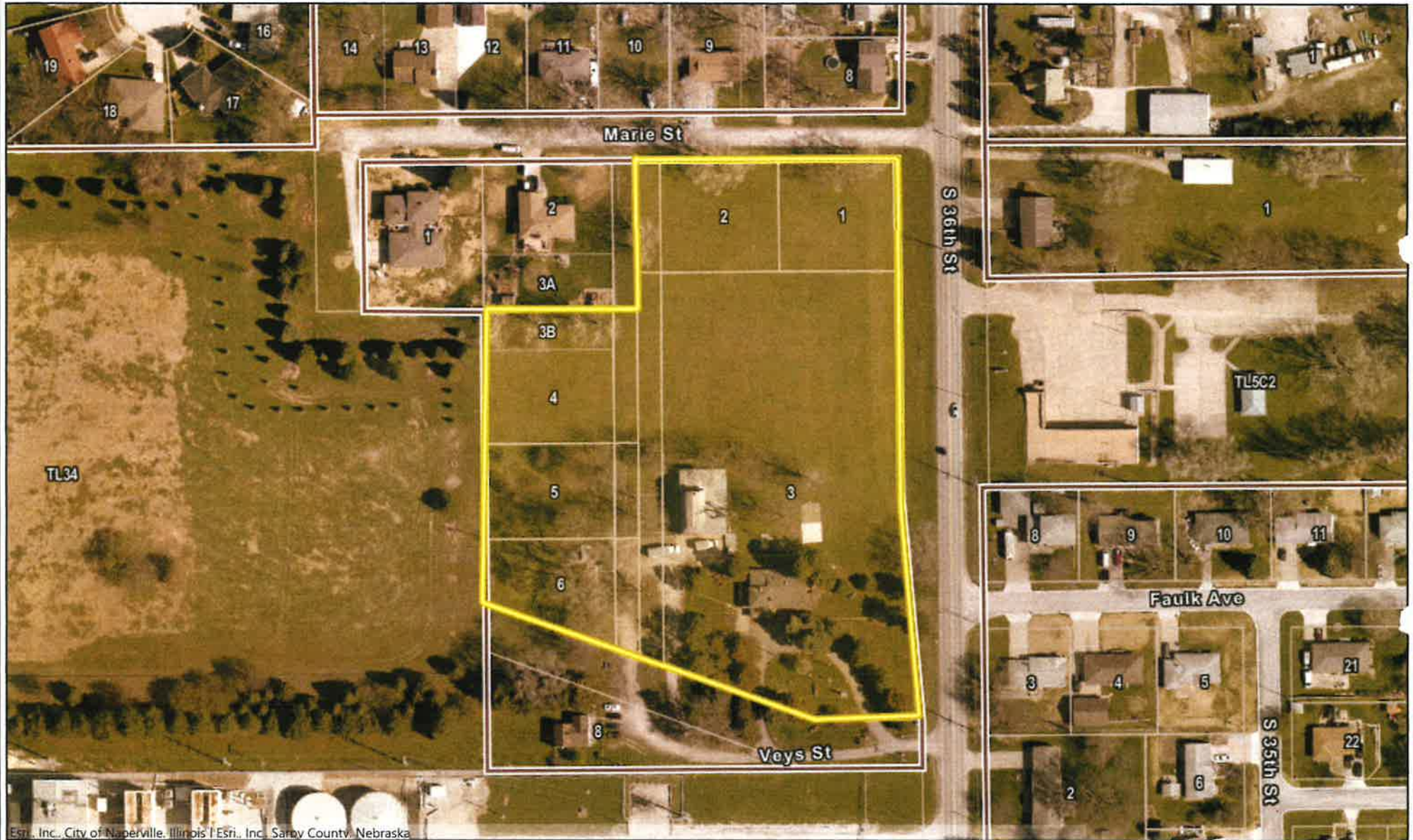
0 200 400 ft

Map Scale 1: 2257

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



Notes



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



Map Scale 1: 2257

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



Notes





June 24, 2022

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

Re: All inclusive, Lots 1 through 3 of Block 1 and Lots 3B, plus 4 through 6 of Block 2 of Vey's Hill Haven Addition, City of Bellevue, NE – Explanation of Request for Conditional Use Permit (CUP)

To whom it may concern,

This letter is in support of the submitted conditional use permit application to allow the subject mentioned lots to be used for religious worship and instruction as accepted under Section 5.10.03, Conditional Uses for RS-72 Single Family Residential Zoning District.

Located at the southwest corner of the 36th and Marie Street intersection, the subject mentioned lots currently have a mix of BG, General Business and RS-72 zoned lots. Rezoning and small subdivision plat applications have been submitted concurrently with this request to rezone and combine all lots into one comprehensive lot zoned RS-72. We believe this zoning is more comprehensive to the surrounding single-family residential neighborhood and would provide a less intensive zone compared to the permitted usages under the current BG zoning.

The current owner, Iglesia Pentecostes Roca de Salvacion, a local Christian religious group, intends to construct a new church building with a main assembly hall designed to seat approximately 300 members. The intent is to use the new building together with (2) existing structures (1 barn, 1 residential home) for church related activities. Currently the existing usage of the lots and structures is minimal to none. The lots are currently grass covered and lay vacant. While the structures are used for miscellaneous activities that cannot be performed at their current location of 4757 N 24th St Omaha, NE 68110.

To provide the neighborhood an orderly addition of a new church the project plans to incorporate the following:

- Construction of a new private driveway and sufficient parking to keep vehicles away from Marie Street. We believe it is important to not disturb the existing neighbors.
- Coordinate and install buffer landscapes to provide privacy and screening for the adjacent properties. We have spoken to Dan Riha located at 3703 Marie Street, who has requested a "windbreaker" type of screening using evergreen trees. We have also added ornamental trees to beautify the frontage of the property against 36th Street. Please reference our submitted landscaping plan for details.
- Construction of stormwater mitigation appurtenances. As required, we plan to provide appurtenances to improve the quality of stormwater runoff and not increase runoff volumes.

- Extension of an 8-inch sanitary sewer line from approximately Barrett Dr. and 36th Street to 36th Street and Marie Street. This will provide the adjacent owners the opportunity to tie-into public sanitary sewer who are otherwise currently on septic systems.
- Usage and conservation of existing buildings and structures. The Church plans to keep existing buildings and incorporate them into what is intended to be a campus of facilities used for church activities.

For this reason, in addition to a submitted CUP application that is consistent with Zoning Ordinance No. 3619 of the City of Bellevue, we respectfully request the CUP is approved as submitted.

Should you need additional information, please do not hesitate to contact me by e-mail at framirez@trekkdesigngroup.com or by phone (402) 216-7716.

Sincerely,
TREKK Design Group, LLC

A handwritten signature in black ink that reads "Fortino Ramirez". The signature is written in a cursive style with a large initial "F" and "R".

Fortino Ramirez, PE
Project Manager

RECEIVED

SEP 12 2022

PLANNING DEPT.

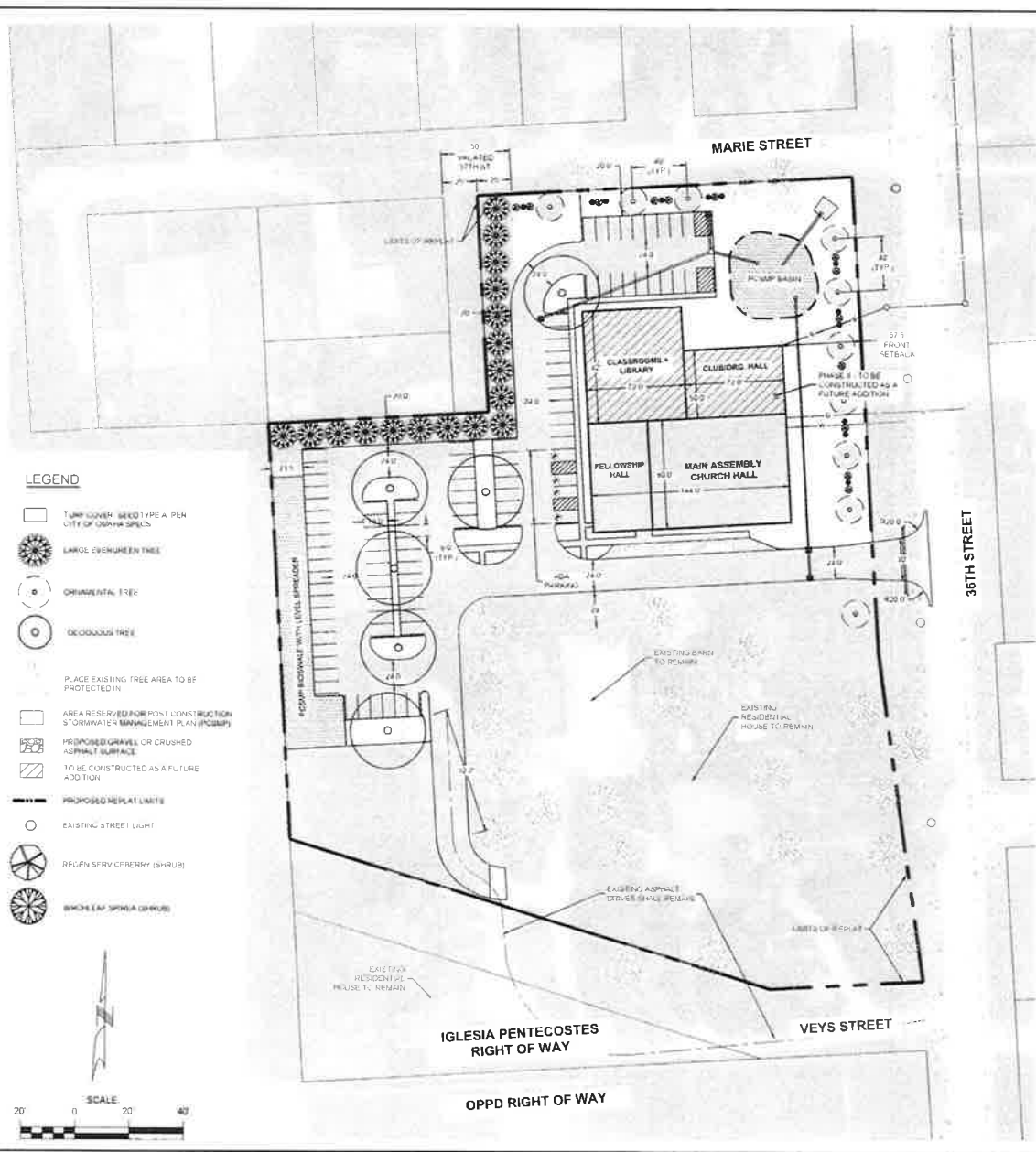
TREKK
 DESIGN GROUP, LLC
 1441 E 104th St, Suite 105
 Kansas City, MO 64131
 Tel: (816) 874-6855
 Fax: (816) 874-4675
 MO SL Cert. of Authority: 3022010300

ZONING ORDINANCE 8.12.06 LANDSCAPING CRITERIA

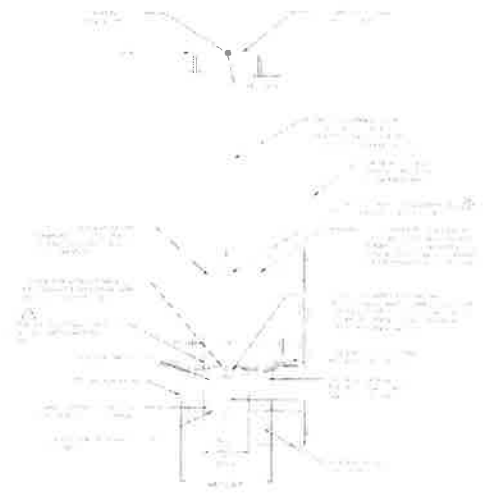
1. 195 SF OF LANDSCAPING PER PARKING STALL
2. 1 SHADE TREE FOR EVERY 300 SF OF REQ. LANDSCAPED AREA
3. MINIMUM SIZE FOR ALL SHADE TREES SHALL BE 2 INCH CALIPER AS MEASURED 12 INCHES ABOVE GROUND SURFACE
4. MINIMUM SIZE FOR ALL EVERGREEN TREES SHALL BE 4 FT HIGH
5. MINIMUM SIZE FOR ALL SHRUBS SHALL BE TWO GALLON SIZE CONTAINER
6. PROVIDE 15 FT OF LANDSCAPED YARD ADJACENT TO ANY PUBLIC STREET RUNNING THE ENTIRE LENGTH
 - 6.1 PLANT MATERIALS SHALL INCLUDE AT LEAST ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 40 LF OF STREET FRONTAGE
 - 6.2 LANDSCAPED EARTH BERM 6 FT HIGH MAY BE USED IN COMBINATION WITH PLANT MATERIALS

REQUIRED LANDSCAPING CALCULATIONS

PROVIDED PARKING STALLS = 97 SPACES
 REQ. LANDSCAPING = 195F X 97 SPACES = 1,843 SF
 REQ. SHADE TREES = 1,843 SF / 300 SF = 6.14 TREES
 PROVIDED LANDSCAPING = 5,880 SF
 PROVIDED SHADE TREES = 6 TREES



LANDSCAPE SCHEDULE							
QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE AT TIME OF PLANTING	PLANTING METHOD	SPACING	MATURE SPREAD	MATURE HEIGHT
LARGE EVERGREEN TREE OPTIONS							
17	PICEA PUNGENS VAR. SCAEVOLA	COLORADO BLUE SPRUCE / WHITE PINE / THOMPSON'S OR 'TSEL' PICEA	10 FT TALL	88A	20' O.C.	20'	>25'
DECIDUOUS TREE OPTIONS							
6	QUERCUS A TRICANTHOS VAR. PRINUS	THORNLESS HONEYLOCUST	2" CALIPER	88B	PER PLAN	5'	15'
	CESTRALGUS GIBBOSUS	KENTUCKY CORNFEE TREE	2" CALIPER	88B	PER PLAN	5'	15'
ORNAMENTAL TREE OPTIONS							
10	POPULUS TREMULOIDES	PRINCE GOLDEN ASPEN	2" CALIPER	88B	PER PLAN	20'	40'
	PYRUS CALLERYANA	CLEVELAND SELECT PEAR	2" CALIPER	88B	PER PLAN	15'	40'
DECIDUOUS SHRUBS							
54	RIV. LAUCHER. BILBERGUA 'REGENT'	REGENT SERVICEBERRY	2 GAL.	CONT.	16' O.C.	5'	5'
17	SPHALIA BETHUNOUR TOU	BIRCHLEAF SPIREA	2 GAL.	CONT.	16' O.C.	5'	5'



PROFESSIONAL ENGINEER
 PRELIMINARY
 NOT APPROVED FOR CONSTRUCTION

IGLESIA PENTECOSTES
 ROCA DE SALVACION
 36TH ST & MARIE ST
 BELLEVUE, NE
 SARPBY COUNTY

REVISION	DATE	DESCRIPTION

DIGITAL ID
 PROJ. NO.
 SCALE
 DATE
 DRAWN BY
 CHECKED BY
 SHEET TITLE
LANDSCAPING PLAN
 SHEET NO.
 01 of 01

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, ROCA DE SALVACION ADDITION, LOCATED IN THE NORTHEAST ¼ OF
SECTION 20, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Salvacion/Iglesia

This Conditional Use Permit issued this 4th day of October, 2022 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Salvacion/Iglesia, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Salvacion/Iglesia is the legal owner of Lot 1, Roca De Salvacion Addition, located in the Northeast ¼ of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 4.88 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of a church; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit “A”) and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant’s Use of the Property.
3. The Applicant’s right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. A building permit for the construction of Phase I of the church authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The applicant may operate a church facility on the Property.
 - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant’s expense within twelve (12) months of cessation of the Use of the Property.
 - e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - f. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant’s expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant’s abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant’s breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant’s cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its

agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Salvacion/Iglesia
c/o Otoniel Garcia
8806 S. 36th Street
Bellevue, NE 68147

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

Susan Kluthe

From: Dan Riha <Driha@mdwstelectrical.com>
Sent: Monday, September 19, 2022 3:29 PM
To: Tammi Palm; Susan Kluthe
Subject: [EXT] Case # Z-2206-08, CUP-2206-03 Fortino Ramirez/Church on 36th St.

RECEIVED

SEP 19 2022

CITY CLERK

Hi Susan & Tammi,

My name is Daniel Riha. Unfortunately I will not be able to make it to the meeting tomorrow night at 6 PM. I just tested positive for Covid, and would really like to be at the meeting but don't want to get anyone sick. I was going to see if I could bring up a couple of my concerns regarding the church that is set to go up on 36th St. Case # Z-2206-08, CUP-2206-03 Applicant : Fortino Ramirez.

I live at 3703 Marie St. Bellevue, NE 68147 (The adjoining property to the church)

I guess ultimately my biggest concern, is the landscape buffer that Fortino and I had a meeting about. We met and discussed what we would like to happen and he said that he felt we were not asking too much of the church. what was proposed was a "shelter belt" around my property on the east side of my property as well as the southside. Fortino talked about possibly building a berm that was raised 2 to 3 ft. in the middle, with fat Albert evergreen trees on either side of it and shrubs planted through the middle basically surrounding my whole property basically a double layer shelter belt around my property, which I was all right with because I believe that would give us good privacy. One of the main concerns that I brought up is, if you look on Google maps it shows a bunch of trees to the south of my property, and those have since been cut down by the church. (Fortino was unaware of this in our meeting) So I am wanting to make sure they are going to plant that shelter belt of fat Albert trees or something very similar all the way down my east and south property line. I am just hoping to have the best landscape buffer possible to prevent sound and light from cars and buildings from coming onto my property. They talked about a 20 foot landscape buffer around my property which ultimately I don't think is very much but I guess if it meets the city codes there's not much I can do about it.

I just hope the board looks into this, as someone who bought a house surrounded by fields and wildlife is now going to have pavement, noise, and lights surrounding his house as well as an active church. I am just hoping to have the absolute most amount of privacy possible.

I spoke with Tammi Palm On Feb. 3rd and she assured me that the City Of Bellevue really likes it's landscape buffers and planting trees and shrubs and protecting existing residences privacy from new construction going up. (I really hope this is taken into consideration) She also told me that one of her suggestions she was going to propose to Fortino was to move the church building closer to 36th St. to help keep noise and light levels down to those currently living on Marie Street. (My thought behind this is, they are proposing a 57 1/2 foot setback from 36th St., but only a 20 foot setback from the existing residences, why can't we move the church building closer to 36th St.)

In conclusion I just really hope everyone takes into consideration the people currently residing on Marie Street and the amount of noise, light, and traffic that is all going to come with this new church project. For years we have been used to having fields with deer and turkeys walking through our backyards. And now that is all going to change. It was like we almost lived outside of city limits. Now our backyard is going to be all pavement. My wife and I bought this as our first house approximately three years ago when I was 23 years old and she was 24 and we were hoping for a quiet secluded street with minimal noise and lights. Sitting on our back deck or around our fire pit in our backyard in the evening has been one of our favorite hobbies/relaxation times after a long day's work. It was actually the whole reason we chose and bought the house we did. Privacy.

In the letter I got from the City Of Bellevue, it states that copies will be made and given to each of the city Council members and I really hope that they can take this letter and read it, and stop and think for a minute if they lived in my house what they would want done with this drastic change that is about to come. (I'm guessing everyone would want the best landscape buffer possible)

I really hope everyone can take all of this into consideration when it comes time to deciding on the landscaping surrounding my property. If anyone would like to talk, My phone number is 402-669-2771

Thank you and have a great day,

Dan & Melissa Riha

Building opposition:

Sept. 19, 2022

SIR, MA'AM,

I Am Herminia Parker
at 3616 Marie St, that my property
is 300 Ft. to the so called planned
to build a church:

that I am opposing

Case # Z-2206-08

CUP-2206-03

Location 8806 S. 36th Street

Applicant FORTINO RAMIREZ

Purpose A CHURCH.

ATT: SUSAN BLUTHE

Herminia J. Parker

RECEIVED

SEP 19 2022

CITY CLERK



We Influence The World!

City of Bellevue
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Tammi Palm, Planning Manager

DATE: September 28, 2022

RE: Updated Landscaping Plan for Roca De Salvacion CUP

Attached is an updated landscaping plan received from the applicant on September 26, 2022, for the Roca De Salvacion project.

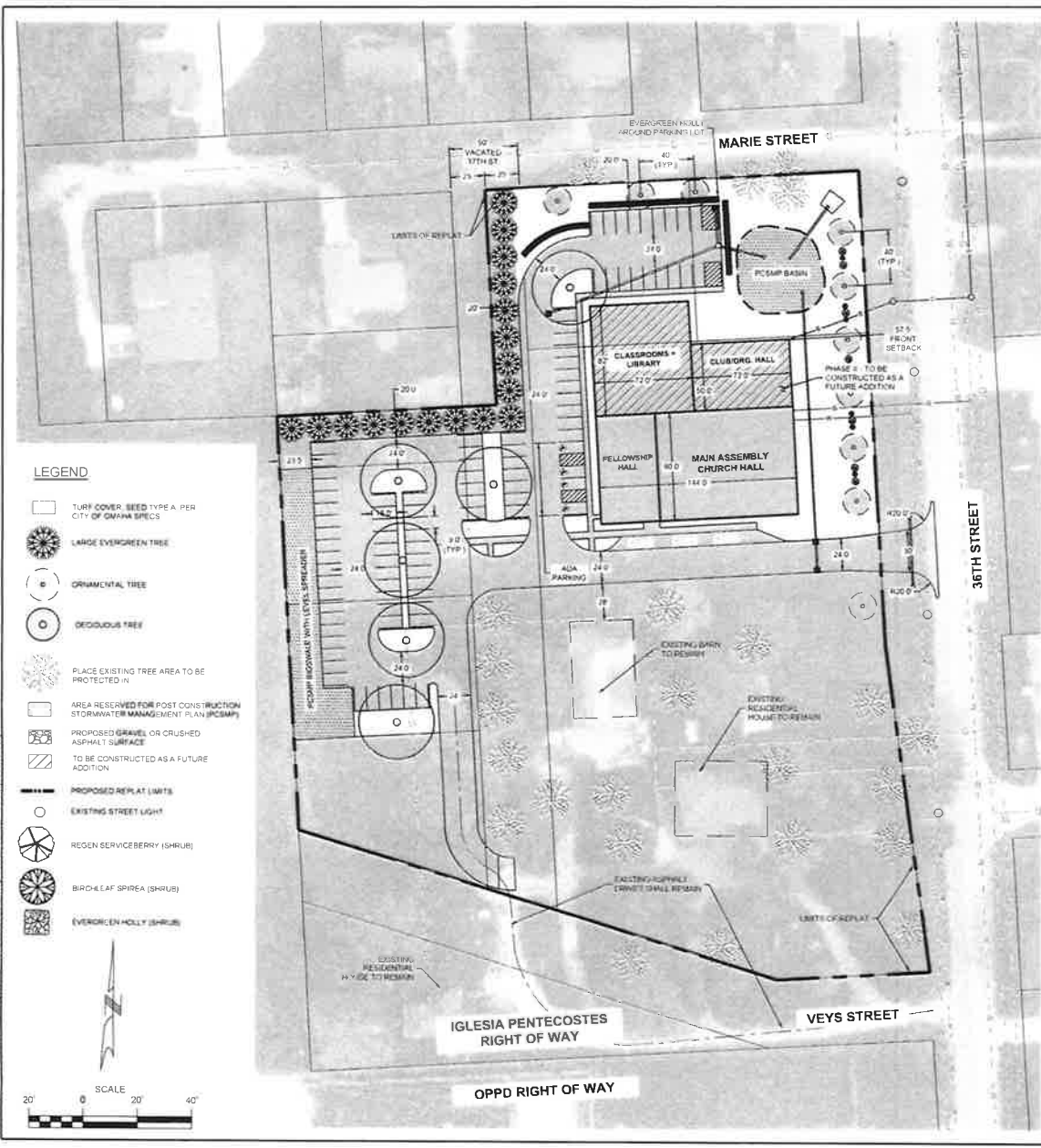
This plan represents the 17 evergreen trees previously discussed with the adjacent property owner and also adds a continuous row of evergreen shrubs abutting the parking areas along the northern boundary. This was done for the purpose of shielding headlights from the neighborhood to the north.

RECEIVED

SEP 26 2022

PLANNING DEPT.

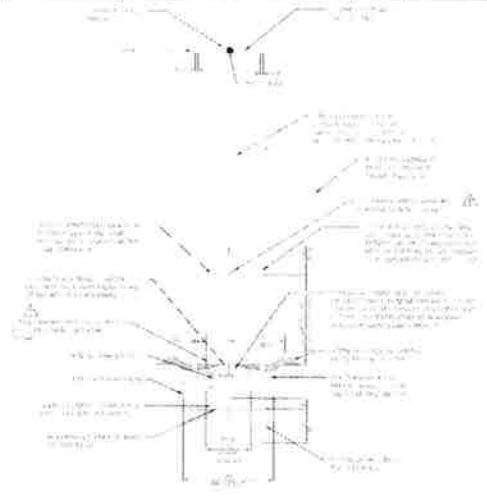
TREKK
 DESIGN GROUP, LLC
 1441 E 104TH ST, Suite 105
 Kansas City, MO 64131
 Tel: (816) 874-6655
 Fax: (816) 874-4075
 MISSOURI STATE BOARD OF ARCHITECTURE: 000019000



- ZONING ORDINANCE 8.12.06 LANDSCAPING CRITERIA**
 1 155SF OF LANDSCAPING PER PARKING STALL
 2 1 SHADE TREE FOR EVERY 300SF OF REQ. LANDSCAPED AREA
 3 MINIMUM SIZE FOR ALL SHADE TREES SHALL BE 2-INCH CALIPER AS MEASURED 12-INCHES ABOVE GROUND SURFACE
 4 MINIMUM SIZE FOR ALL EVERGREEN TREES SHALL BE 4FT HIGH
 5 MINIMUM SIZE FOR ALL SHRUBS SHALL BE TWO GALLON SIZE CONTAINER
 6 PROVIDE 15FT OF LANDSCAPED YARD ADJACENT TO ANY PUBLIC STREET RUNNING THE ENTIRE LENGTH
 6.1 PLANT MATERIALS SHALL INCLUDE AT LEAST ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 40LF OF STREET FRONTAGE
 6.2 LANDSCAPED EARTH BERM 6FT HIGH MAY BE USED IN COMBINATION WITH PLANT MATERIALS

REQUIRED LANDSCAPING CALCULATIONS
 PROVIDED PARKING STALLS = 97 SPACES
 REQ. LANDSCAPING = 195SF X 97 SPACES = 1,843 SF
 REQ. SHADE TREES = 1,843 SF / 300 SF = 6.14 TREES
 PROVIDED LANDSCAPING = 5,880 SF
 PROVIDED SHADE TREES = 6 TREES

QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE AT TIME OF PLANTING	PLANTING METHOD	SPACING	MATURE SPREAD	MATURE HEIGHT
LARGE EVERGREEN TREE OPTIONS							
17	PICEA PLUNGENS VAR. SILVICA	COLORADO BLUE SPRUCE VARIETIES "HOOPSII" OR "ISEU SCOTIAL"	4FT FALL	ABB	30' O.C.	20'	35'
DECIDUOUS TREE OPTIONS							
6	Q. LEDTSA "TRICANTHOS VAR. NERAMUS	TWO-TALLES HONEY LOCUST	1" CALIPER	B&B	PER PLAN	35'	45'
	SPYRIDOCALUS DIOICUS	KENTUCKY COFFEETREE	1" CALIPER	B&B	PER PLAN	55'	45'
ORNAMENTAL TREE OPTIONS							
30	POPULUS TREMULOIDES	FRANKE GOLDEN ASPEN	2" CALIPER	B&B	PER PLAN	20'	40'
	PRUNUS CALLEPANA	CLEVELAND SELECT PEAR	2" CALIPER	B&B	PER PLAN	15'	40'
DECIDUOUS SHRUBS							
14	AMEX ANCHER ALFIFOLIA REGENT	REGENT SERVICEBERRY	2 GAL.	CONT.	24" O.C.	3'	5'
13	SPHAEJA BETULIFOLIA TOR	BIRCHLEAF SPIREA	2 GAL.	CONT.	18" O.C.	3'	5'
EVERGREEN SHRUBS							
48	ILEX SPP	EVERGREEN HOLY VARIETIES: BLUE HOYON, CHINA ROYALE, BLUE STATION	3 GAL.	CONT.	60" O.C.	TRIMMED TO 5' MAX	TRIMMED TO 5' MAX



TREE PLANTING DETAIL, (TYP.)
 1/4" = 1'-0"

PROFESSIONAL ENGINEER
 NOT APPROVED FOR CONSTRUCTION

IGLESIA PENTECOSTES
 ROCA DE SALVACION
 36TH ST & MARIE ST
 BELLEVUE, NE
 SARPY COUNTY

REVISIONS	DATE	DESCRIPTION

DIGITAL ID
 PROJ. NO.
 SCALE
 DATE
 DRAWN BY
 CHECKED BY

SHEET TITLE
 LANDSCAPING PLAN

SHEET NO.
 SHEET 01 OF 01

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
10/4/2022

COUNCIL MEETING DATE: 10/04/2022	SUBMITTED BY: Ashley Decker	HR Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified as well as employees that were formally covered by the Bellevue Professional Firefighters Association (part-time firefighters). The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the elimination of all positions covered by the Bellevue Professional Firefighters Association (part-time firefighters) as well as a requested review by the City Administrator.

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 Compensation Ordinance 4110

ATTACHMENTS:

1. Ordinance No. 4110	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 41104097

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 40974057; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693

Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	\$25.09 - \$33.26 \$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$11.00 - \$13.00
Head Lifeguards	\$11.00 - \$12.00
Lifeguards	\$10.00 - \$11.00
Concession Workers	\$9.50 - \$11.00
Youth Baseball/Softball Umpires	\$9.50 - \$13.00
Track Club Coaches	\$9.50 - \$13.00
Parks Workers	\$9.50 - \$14.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

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

~~Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)~~

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

Section 8. That Ordinance ~~40974057~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
10/4/2022

COUNCIL MEETING DATE: 10/4/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2022 through 1/31/2023 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



2022 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Don Pleiss	11610 Cooper Street	Papillion	68046	12927214	Jewell Park	9/26/2022	9/26/2022	10/4/2022	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
10/4/2022

COUNCIL MEETING DATE: 10/4/2022		SUBMITTED BY: Public Works	
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:

Interlocal Agreement with the Papio-Missouri River Natural Resource District for the bank stabilization of Whitted Creek

SYNOPSIS/BACKGROUND:

Interlocal Agreement with the Papio-Missouri River Natural Resource District for the stabilization of Whitted Creek. Degradation of the creek has caused downcutting of the stream bed and erosion of the banks, which is threatening the private property, existing infrastructure, and a public park. This is a three year project and requires a significant amount of work due to the damage created by flooding. The city is responsible for \$2,010,000 and the NRD will be responsible for \$1,500,000.

FISCAL IMPACT: 2,010,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Papio Missouri River NRD INTERLOCAL AGREEMENT: YES

CONTRACT DESCRIPTION: Cost Share Interlocal Agreement with Papio Missouri River NRD

CONTRACT EFFECTIVE DATE: 09/20/2022 CONTRACT TERM: 09/30/2025 CONTRACT END DATE: 09/30/2025

PROJECT NAME: Interlocal Agreement City of Bellevue Papio Missouri River NRD

START DATE: 09/20/2022 END DATE: 09/30/2025 PAYMENT DATE: 09/30/2025 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Whitted Creek Stabilization CIP PROJECT NUMBER: ST 23 (7)

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

ACCOUNTING DISTRIBUTION CODE: CIP ST 23(7) ACCOUNT NUMBER: M146 (2718)

RECOMMENDATION:

Approved the Interlocal Agreement with the Papio Missouri River NRD to provide for the rehabilitation the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, as proposed.

ATTACHMENTS:

1. City of Bellevue Application for Cost Sharing	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rollins
[Signature]
[Signature]

INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF BELLEVUE, NEBRASKA
And
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For
WHITTED CREEK - URBAN DRAINAGEWAY PROJECT

THIS AGREEMENT (hereinafter “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”) and the **CITY OF BELLEVUE, NEBRASKA** (“the **CITY**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.).

WHEREAS, the NRD administers its Urban Drainageway Program (the “**PROGRAM**”), which provides cost sharing with local governmental entities for the installation and maintenance of improvements to urban stream channels;

WHEREAS, the CITY desires to rehabilitate and restore the channel of Whitted Creek within the CITY’s jurisdiction (“the **PROJECT**”);

WHEREAS, the CITY desires to receive cost-sharing assistance from the NRD for a portion of the costs of the **PROJECT** through the **PROGRAM**; and,

WHEREAS, the Board of Directors of the NRD has approved the **PROJECT** for participation in the **PROGRAM**.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. PROJECT BENEFITS. The parties do hereby find and determine that the **PROJECT** will be of predominantly general benefit to the **CITY** and the **NRD**, with only an incidental special benefit.

2. **PROJECT PARTICIPANTS.** The PROJECT shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROJECT shall be as defined by THIS AGREEMENT.

3. **PROGRAM REQUIREMENTS.** The CITY shall comply with the requirements for the Program as promulgated by the NRD and set forth in the NRD's Directors Policy Manual. THIS AGREEMENT and the PROGRAM'S requirements shall be construed in a manner giving full effect to both. In the event there is an unavoidable conflict between a specific provision of THIS AGREEMENT and a specific provision of the PROGRAM'S requirements, THIS AGREEMENT shall control.

4. **APPLICATION AND SUBMISSION OF PLANS.** The CITY'S application and documents accompanying that application to the PROGRAM are attached hereto as EXHIBIT A, and are incorporated into THIS AGREEMENT.

Prior to commencing performance of the relevant phase of the PROJECT, the CITY shall submit to the NRD the PROJECT plans, bid documents, construction contract, and implementation schedules (collectively the "**DOCUMENTS**"). If during any phase of the PROJECT, there are material changes to the application or the DOCUMENTS, the CITY shall timely inform the NRD, in writing, of the material change and submit an updated version of the relevant document or documents that were impacted by the material change.

5. **NRD TECHNICAL ASSISTANCE.** The NRD shall provide technical assistance to the CITY regarding the PROJECT within the limits of its expertise, as may be requested by the CITY.

6. **RIGHTS-OF-WAY ACQUISITION.** Lands, easements and rights-of-way, which the CITY determines is necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT ("the **PROJECT RIGHTS-OF-WAY**"), shall be obtained by the CITY, which shall hold title thereto. The costs of the PROJECT RIGHTS-OF-WAY shall be deemed to be a cost of the PROJECT.

7. **PERMITS.** All necessary local, state and federal permits, which the CITY determines are necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT, shall be obtained by the CITY, which shall hold the same. The cost of such permits shall be deemed a cost of the PROJECT.

8. **UTILITY RELOCATIONS.** The CITY shall be solely responsible for relocation of any utilities that are determined to interfere with construction of the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. The cost of such utility relocations shall be deemed to be a cost of the PROJECT.

9. **CONSTRUCTION CONTRACT FOR PROJECT.** The CITY shall solicit competitive sealed bids for construction of the PROJECT. The provisions of the construction contract shall include, but not be limited to, covenants and conditions providing that the NRD shall be named as an additional insured in all insurance provided to the CITY by the selected contractor.

10. **COMPETITIVE BIDS.** Within a reasonable time after CITY'S receipt and opening of sealed bids for construction of the PROJECT, the CITY shall deliver a summary thereof to the NRD, together with the identification by the CITY of the bidder whom the CITY determines is the lowest responsible bidder. The CITY shall accept such bid and shall award to such bidder the contract to construct all or one or more portions of the PROJECT (the "**CONTRACTOR**"). In the event that the CITY selects a bidder who did not submit the lowest bid, the CITY shall provide a written explanation of its decision to select a higher bid to the NRD. The CITY, through the **CONTRACTOR**, shall construct the PROJECT in accordance with the plans and specifications the CITY submitted to the NRD.

11. **NRD CONTRIBUTION.** As its contribution(s) towards the aforesaid costs of the original engineering and construction and of the PROJECT ("the **NRD CONTRIBUTION**"), the NRD shall reimburse the CITY for up to a total of One Million and Five Hundred Thousand Dollars (\$1,500,000) for the costs of the PROJECT. Such contribution(s) shall be paid in yearly installments. The first such installment shall be paid no earlier than the NRD'S 2024 fiscal year and shall not exceed \$200,000. The

second installment shall be paid no earlier than NRD'S 2025 fiscal year and shall not exceed \$300,000. The third installment shall be paid no earlier than NRD'S 2026 fiscal year and shall not exceed \$1,000,000.

The CITY shall provide an invoice(s) to the NRD detailing all of the billings and costs for which it seeks reimbursement prior to the NRD paying any of the installments. Each installment shall be paid to the CITY within 45 days of the CITY'S submission to the NRD of the invoice(s) referenced above. Under no circumstances shall the NRD CONTRIBUTION exceed the total sum of \$1,500,000, nor shall the NRD be responsible for paying any monies related to the PROJECT in excess of \$1,500,000.

The CITY shall be solely responsible to pay all other costs and expenses associated with the PROJECT, including but not limited to the operation and maintenance of the PROJECT, without any further NRD reimbursement or contribution. Any State, Federal, foundation or other grants received by either of the parties at any time for purposes of offsetting costs and expenses of the PROJECT shall be credited to both parties in equal shares against their respective obligations hereunder for costs and expenses of the PROJECT.

The CITY shall publicly acknowledge the NRD'S contribution to the PROJECT on a permanent sign, plaque, or other fixture (containing at a minimum the NRD'S name and logo), to be maintained by the CITY for the life of the PROJECT.

12. ABANDONMENT OF THE PROJECT. In the event the CITY abandons the PROJECT prior to its completion, the NRD shall not be responsible for any costs, payments, or billings related to the PROJECT. If at the time of abandonment, the NRD has paid the CITY an installment of the NRD CONTRIBUTION or any other monies related to the PROJECT, the CITY shall return and refund those installment(s) or monies related to the PROJECT paid by the NRD to the NRD that have yet to be expended on the PROJECT.

13. OPERATION AND MAINTENANCE OF THE PROJECT. After completion of PROJECT and CITY acceptance of the PROJECT from the CONTRACTOR, the CITY, at its own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the PROJECT during its useful life, as the CITY

determines necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations, including but not limited to FEMA regulations and requirements for continuation of flood insurance, and any applicable USACE requirements necessary to preserve the eligibility of PROJECT for benefits under the Public Law 84-99 maintenance program.

14. RISK OF LOSS. The CITY shall have the insurable interest in, and shall bear the sole risk of loss of or damage to, the PROJECT and all PROJECT components, whether such loss or damage results from flood or other casualty whatsoever.

15. INDEMNIFICATION. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the PROJECT, including but not limited to the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence of the NRD.

16. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin. The parties agree that any contractor retained by the CITY to perform work on the PROJECT shall comply with the requirements set forth in the attached Exhibit "B-1" and "B-2," which are incorporated into THIS AGREEMENT.

17. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the PROJECT not expressly contained herein.

18. NOTICES. All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

19. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

20. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

21. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

22. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

23. Counterparts. THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

[Signature Page to Follow]

The CITY has executed THIS AGREEMENT on _____, 2022.

THE CITY OF BELLEVUE

By _____
RUSTY HIKE, Mayor

Attest:

City Clerk
Approved as to Form:

City Attorney

The NRD has executed THIS AGREEMENT on _____, 2022.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

EXHIBIT A

APPLICATION



Urban Drainageway Program – Application Form

Project name Whitted Creek Rehabilitation

Project location (attach location map) 25th Street and Nottingham Drive

Sponsor organization City of Bellevue - Public Works Department

Sponsor address 1510 Wall Street

City Bellevue State NE ZIP 68005

Contact person Dean Dunn

Title Manager of Engineering Services

Email address dean.dunn@bellevue.net Daytime phone 402.293.3144

Description of problem (attach additional sheets as needed)

Degradation in the creek has caused downcutting of the stream bed and erosion of the banks, which is threatening private property, existing infrastructure, and a public park. See attached.

Proposed solution (attach additional sheets as needed)

Rehabilitation of the stream, including the implementation of flood benches, bed slope protection, low-flow channel, and stabilization of the banks, is proposed. See attached sheets.

Level of Design Level 1 Level 2 Level 3

Total estimated cost \$ 3,510,000 Cost share request \$ 1,500,000

Dean A. Dunn
Signature

3/18/2022
Date

Manager of Engineering Services
Title

**Additional Project Information: Whitted Creek Improvements Project
Urban Drainageway Program Application FY2023**

Description of the Problem

The Whitted Creek Improvements project is located near S 25th Street and Lynnwood Drive in Bellevue, Nebraska (See Attachment A). The project reach is approximately 2,100 linear feet and is bordered by residential properties to the east and the City-owned Stonecroft Park to the west. Whitted Creek is a perennial stream with baseflow throughout the year and is a tributary to Papillion Creek, which is located approximately 3,300 ft downstream of Lynnwood Drive.

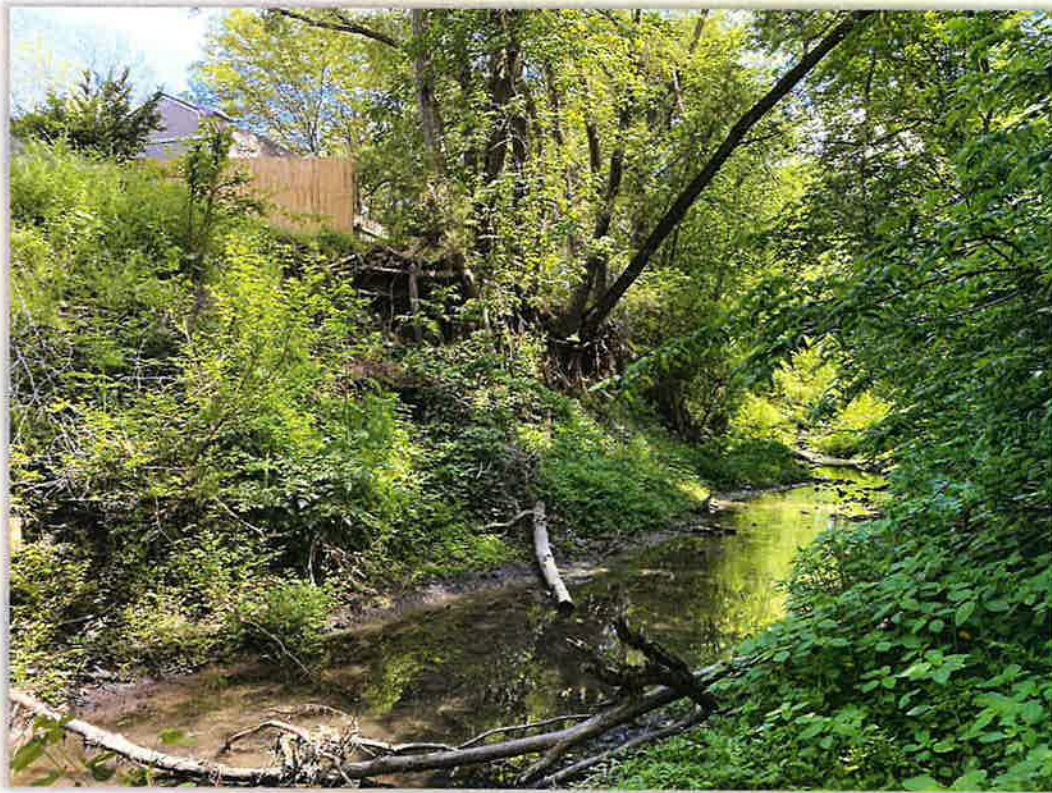
The creek within the project extents has experienced significant degradation over the years, which poses a threat to private property and nearby infrastructure. Due to the steep grades found in the upstream reach, two sheet pile drop structures were previously constructed to serve as grade control and prevent channel downcutting. However, stream flows have flanked these drop structures, which has caused additional erosion along the banks and continued streambed degradation (see Photograph 1).



Photograph 1: Existing failing drop structure downstream of S 25th Street

The channel incision or streambed degradation has caused streambank erosion throughout the project reach, creating steep and unstable banks near public infrastructure and along residential backyards. The proximity of this bank erosion to private property creates a significant safety concern (see Photograph 2).

**Additional Project Information: Whitted Creek Improvements Project
Urban Drainageway Program Application FY2023**



Photograph 2. Unstable banks threatening private property between 25th Street and Nottingham Drive

In addition to the existing stability issues, this stream system also contains a large amount of tree debris, some of which was caused by the 2017 tornado, and some of which has been exacerbated by unstable and failing banks. This debris is an added concern since it can divert and direct flows toward the stream banks and cause further erosion (see Photograph 3).

Without intervention, this stream system will continue to degrade and put public and private property at risk.

**Additional Project Information: Whitted Creek Improvements Project
Urban Drainageway Program Application FY2023**



Photograph 3. Debris in channel due to 2017 tornado, erosion and unstable banks between Nottingham Drive and Lynnwood Drive

Proposed Solution

The City of Bellevue contracted with Jacobs Engineering Group to assess stream conditions for Whitted Creek and develop conceptual design alternatives to address safety and stream stability issues. The recommended alternative includes rehabilitation of the creek using structural and natural channel design methods to control flow and stabilize the creek while adding aquatic habitat benefits (see attached Concept Plan and Profile). In the steepest section of the stream, the channel is proposed to be protected with soil rip rap, followed by a large energy dissipation pool to reduce flow velocities. A flood bench is proposed along the left bank of the creek for the remaining length of the project reach. This flood bench provides a natural method to reduce channel velocities and shear stresses during larger storm events, while promoting the growth of native riparian species. To accommodate continuous flow along this flood bench through the Nottingham Drive crossing, a new 60-inch RCP culvert is proposed adjacent to the existing twin 8'W x 8'D concrete box culvert. Lastly, stream banks will be regraded at a more stable slope, and the project area will also be seeded with appropriate native and floodplain seed mixes.

**Additional Project Information: Whitted Creek Improvements Project
Urban Drainageway Program Application FY2023**

Cost Estimate and Project Implementation Schedule

The total estimated cost for this project is approximately \$3,510,000. This includes an opinion of probable construction cost of approximately \$2,808,000 and an estimated \$702,000 in professional services for detailed design, bid phase services, and construction management.

In addition to the District's Urban Drainageway Program, the City will also submit applications for EPA 319 and Nebraska Environmental Trust (NET) grant funding in September of this year (2022). If this project is selected to receive Level 2 cost-share funding under the Urban Drainageway Program, Table 1 below summarizes how the proposed funding may be broken down between the District and the City of Bellevue and the anticipated timeline for design and construction.

Funding Entity	NRD FY and Project Activities			Total
	FY 2023 / FY 2024	FY 2024	FY 2025	
	RFP, Survey, Design, Permitting	Project Bid & Start Construction	End Construction & Project Close- Out	
P-MRNRD	\$295,000	\$602,500	\$602,500	\$1,500,000
City of Bellevue	\$197,000	\$906,500	\$906,500	\$2,010,000
Total	\$492,000	\$1,404,000	\$1,404,000	\$3,510,000

Environmental Acceptability Statement

The City acknowledges their responsibility to uphold and adhere to any and all environmental laws and regulations. A review of the EPA's NEPAAssist mapping tool did not show any EPA facilities or sites in the project area that are subject to environmental regulation. However, it is expected that construction activities for this project will be regulated under the Clean Water Act,

Preliminary Survey and Design Information

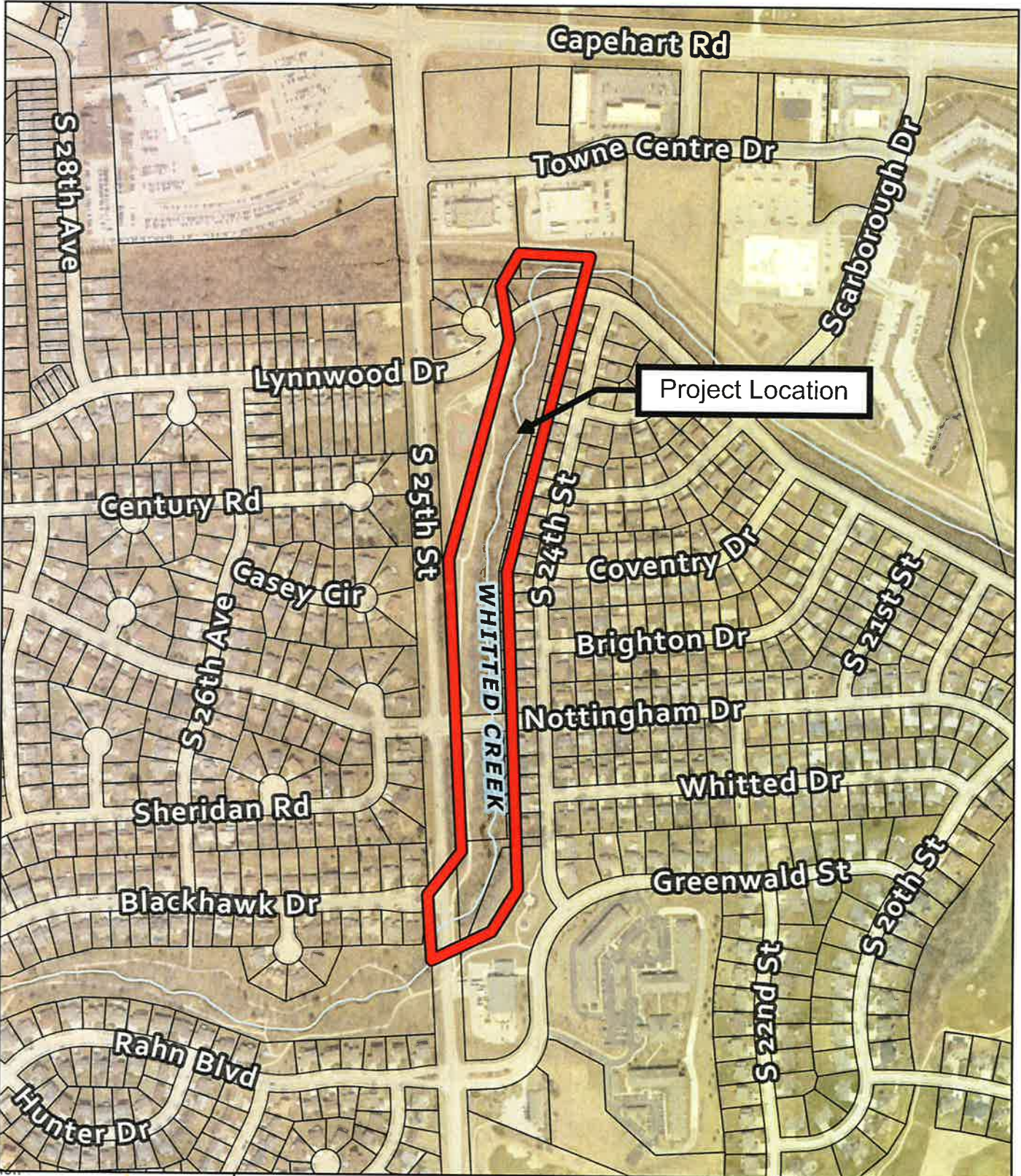
Jacobs Engineering utilized 2019 LiDAR data and other open-source GIS data to develop the conceptual design for this project (see attached Concept Plan and Profile). At detailed design, survey will be obtained to provide further definition of stream geometry and features (i.e. thalweg, top of slope, toe of slope, etc.) and to confirm location of utilities, sanitary sewers, storm sewers, and other critical assets.

**Additional Project Information: Whitted Creek Improvements Project
Urban Drainageway Program Application FY2023**

The hydraulic model used for conceptual design is the same model used to perform floodplain mapping on the recently released Preliminary Flood Insurance Rate Maps. This model will be updated as needed during detailed design.

Additional Sponsor Responsibilities

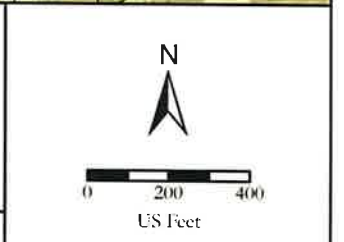
The City of Bellevue will be responsible for acquiring all easements and/or rights-of-way necessary to access and construct improvements on private property at no cost to the District. The City will administer all engineering design, construction, and construction inspection contracts and will provide all future operation and maintenance for this project. The City will comply with all local, state, and federal laws and will obtain any permits required for the construction of this project. As noted above, the City will apply for EPA 319 and Nebraska Environmental Trust funding as part of the requirements for a Level 2 cost-share application. Lastly, should the District choose to award funding for this project, the City will execute an agreement with the District acknowledging these guidelines and will hold and save the District free from damages or claims due to the design, construction, operation and maintenance of this project.

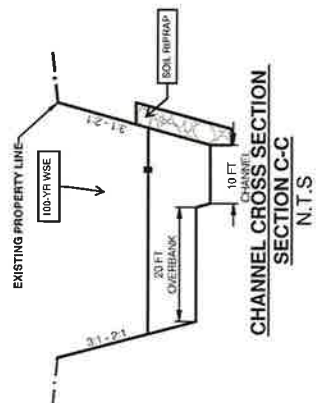


**ATTACHMENT A:
LOCATION MAP**

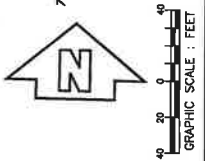
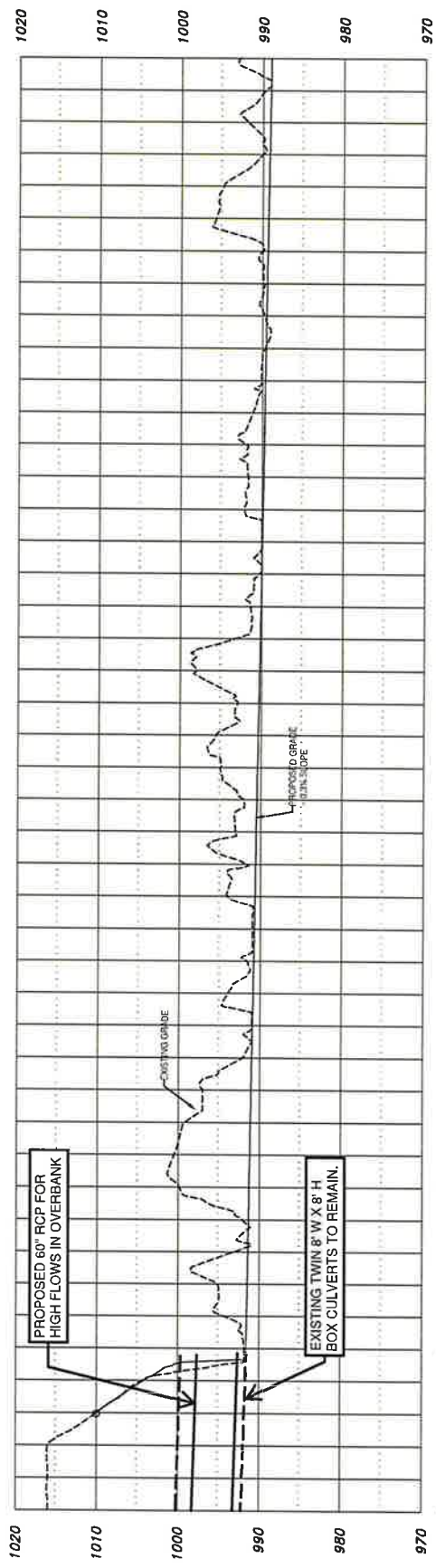
Whitted Creek Improvements

Coordinate System: NAD 1983 StatePlane Nebraska FIPS 2600 Feet





**WHITTED CREEK
NOTTINGHAM DR - STA 16+00
REACH 2**

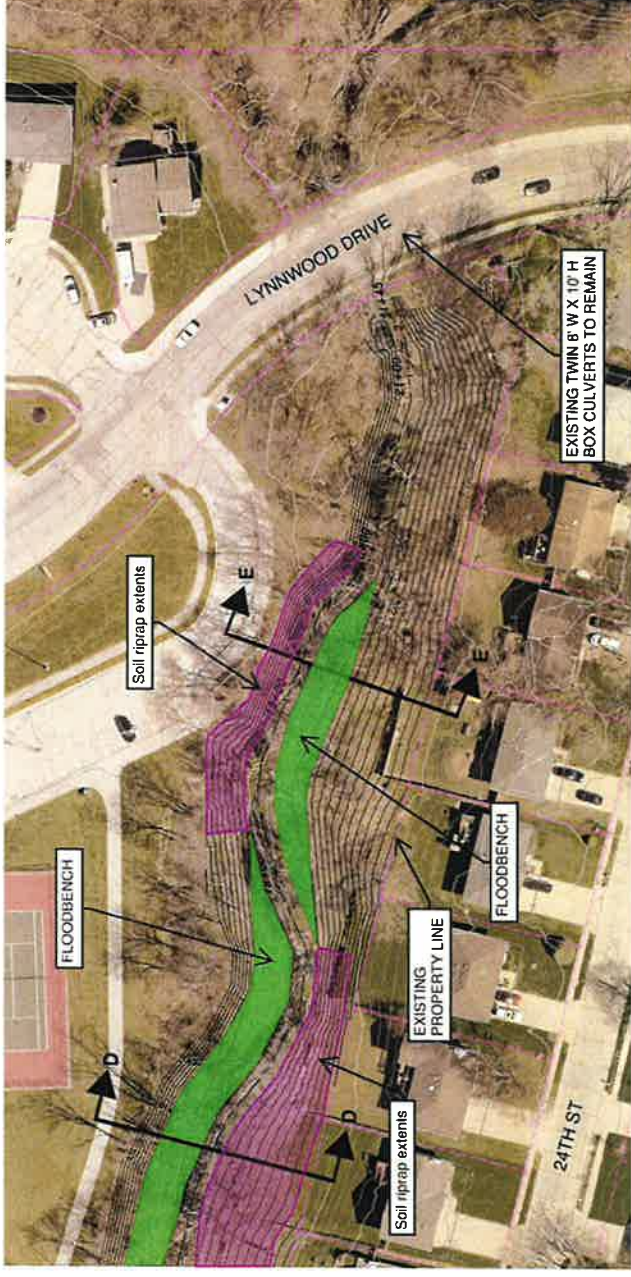


REVISIONS

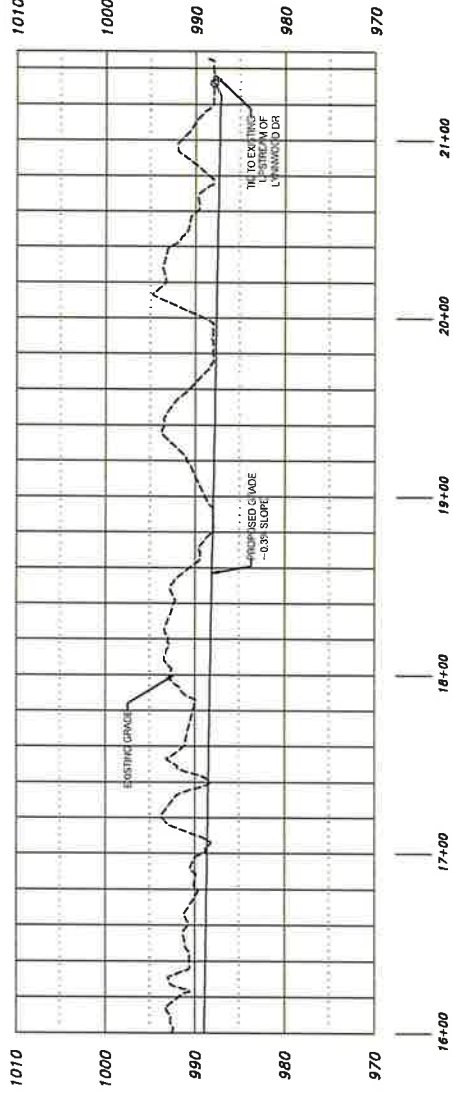
**WHITTED CREEK - CONCEPTUAL DESIGN
ALTERNATIVE 1**

**CITY OF BELLEVUE
PUBLIC WORKS DEPARTMENT**

ISSUE DATE	XX/XX/XX
DESIGN BY	XXX
DRAWN BY	XXX
SHEET	OF XXX



**WHITTED CREEK
STA 16+00 - LYNNWOOD DR
REACH 2**



GRAPHIC SCALE : FEET

REVISIONS

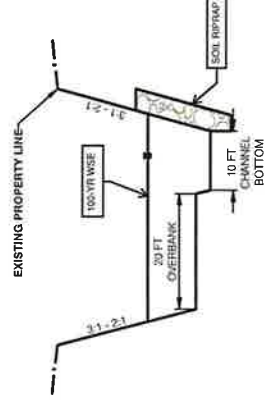
NO.	DATE	DESCRIPTION

WHITTED CREEK - CONCEPTUAL DESIGN

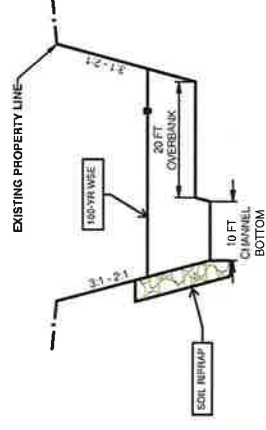
ALTERNATIVE 1

**CITY OF BELLEVUE
PUBLIC WORKS DEPARTMENT**

ISSUE DATE: XXX
DESIGN BY: XXX
DRAWN BY: XXX
SHEET: OF XXX



**CHANNEL CROSS SECTION
SECTION D-D
N.T.S**



**CHANNEL CROSS SECTION
SECTION E-E
N.T.S**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
10/4/2022

COUNCIL MEETING DATE: 10/4/2022		SUBMITTED BY: Public Works	
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:

Interlocal Agreement with the Papio-Missouri River Natural Resource District for the bank stabilization of Quail Creek

SYNOPSIS/BACKGROUND:

Interlocal Agreement with the Papio-Missouri River Natural Resource District for the stabilization of Quail Creek. Degradation of the creek has caused downcutting of the stream bed and erosion of the banks, which is threatening the private property, existing infrastructure, a recreational trail and the stability of the receiving stream. This is a three year project and requires a significant amount of work due to the damage created by flooding. The city is responsible for \$1,958,000, and the NRD will be responsible for \$1,500,000.

FISCAL IMPACT: 1,958,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Papio Missouri River NRD INTERLOCAL AGREEMENT: YES

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CONTRACT EFFECTIVE DATE: 09/20/2022 CONTRACT TERM: 09/30/2026 CONTRACT END DATE: 09/30/2026

PROJECT NAME: Interlocal Agreement City of Bellevue Papio Missouri River NRD

START DATE: 09/20/2022 END DATE: 09/30/2026 PAYMENT DATE: 09/30/2026 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Quail Creek Stabilization CIP PROJECT NUMBER: ST 24(7)

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

ACCOUNTING DISTRIBUTION CODE: CIP ST 24(7) ACCOUNT NUMBER: M146 (268A)

RECOMMENDATION:

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4.	5.	6.

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FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Roblin
[Signature]
[Signature]

INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF BELLEVUE, NEBRASKA
And
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For
QUAIL CREEK- URBAN DRAINAGEWAY PROJECT

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WHEREAS, the Board of Directors of the NRD has approved the **PROJECT** for participation in the **PROGRAM**.

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8. **UTILITY RELOCATIONS.** The CITY shall be solely responsible for relocation of any utilities that are determined to interfere with construction of the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. The cost of such utility relocations shall be deemed to be a cost of the PROJECT.

9. **CONSTRUCTION CONTRACT FOR PROJECT.** The CITY shall solicit competitive sealed bids for construction of the PROJECT. The provisions of the construction contract shall include, but not be limited to, covenants and conditions providing that the NRD shall be named as an additional insured in all insurance provided to the CITY by the selected contractor.

10. **COMPETITIVE BIDS.** Within a reasonable time after CITY'S receipt and opening of sealed bids for construction of the PROJECT, the CITY shall deliver a summary thereof to the NRD, together with the identification by the CITY of the bidder whom the CITY determines is the lowest responsible bidder. The CITY shall accept such bid and shall award to such bidder the contract to construct all or one or more portions of the PROJECT (the "**CONTRACTOR**"). In the event that the CITY selects a bidder who did not submit the lowest bid, the CITY shall provide a written explanation of its decision to select a higher bid to the NRD. The CITY, through the **CONTRACTOR**, shall construct the PROJECT in accordance with the plans and specifications the CITY submitted to the NRD.

11. **NRD CONTRIBUTION.** As its contribution(s) towards the aforesaid costs of the original engineering and construction and of the PROJECT ("the **NRD CONTRIBUTION**"), the NRD shall reimburse the CITY for up to a total of One Million and Five Hundred Thousand Dollars (\$1,500,000) for the costs of the PROJECT. Such contribution(s) shall be paid in yearly installments. The first such installment shall be paid no earlier than the NRD'S 2023 fiscal year and shall not exceed \$200,000. The

second installment shall be paid no earlier than NRD'S 2024 fiscal year and shall not exceed \$300,000. The third installment shall be paid no earlier than NRD'S 2025 fiscal year and shall not exceed \$1,000,000.

The CITY shall provide an invoice(s) to the NRD detailing all of the billings and costs for which it seeks reimbursement prior to the NRD paying any of the installments. Each installment shall be paid to the CITY within 45 days of the CITY'S submission to the NRD of the invoice(s) referenced above. Under no circumstances shall the NRD CONTRIBUTION exceed the total sum of \$1,500,000, nor shall the NRD be responsible for paying any monies related to the PROJECT in excess of \$1,500,000.

The CITY shall be solely responsible to pay all other costs and expenses associated with the PROJECT, including but not limited to the operation and maintenance of the PROJECT, without any further NRD reimbursement or contribution. Any State, Federal, foundation or other grants received by either of the parties at any time for purposes of offsetting costs and expenses of the PROJECT shall be credited to both parties in equal shares against their respective obligations hereunder for costs and expenses of the PROJECT.

The CITY shall publicly acknowledge the NRD'S contribution to the PROJECT on a permanent sign, plaque, or other fixture (containing at a minimum the NRD'S name and logo), to be maintained by the CITY for the life of the PROJECT.

12. ABANDONMENT OF THE PROJECT. In the event the CITY abandons the PROJECT prior to its completion, the NRD shall not be responsible for any costs, payments, or billings related to the PROJECT. If at the time of abandonment, the NRD has paid the CITY an installment of the NRD CONTRIBUTION or any other monies related to the PROJECT, the CITY shall return and refund those installment(s) or monies related to the PROJECT paid by the NRD to the NRD that have yet to be expended on the PROJECT.

13. OPERATION AND MAINTENANCE OF THE PROJECT. After completion of PROJECT and CITY acceptance of the PROJECT from the CONTRACTOR, the CITY, at its own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the PROJECT during its useful life, as the CITY

determines necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations, including but not limited to FEMA regulations and requirements for continuation of flood insurance, and any applicable USACE requirements necessary to preserve the eligibility of PROJECT for benefits under the Public Law 84-99 maintenance program.

14. RISK OF LOSS. The CITY shall have the insurable interest in, and shall bear the sole risk of loss of or damage to, the PROJECT and all PROJECT components, whether such loss or damage results from flood or other casualty whatsoever.

15. INDEMNIFICATION. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the PROJECT, including but not limited to the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence of the NRD.

16. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin. The parties agree that any contractor retained by the CITY to perform work on the PROJECT shall comply with the requirements set forth in the attached Exhibit "B-1" and "B-2," which are incorporated into THIS AGREEMENT.

17. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the PROJECT not expressly contained herein.

18. NOTICES. All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

19. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

20. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

21. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

22. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

23. Counterparts. THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

[Signature Page to Follow]

The CITY has executed THIS AGREEMENT on _____, 2022.

THE CITY OF BELLEVUE

By _____
RUSTY HIKE, Mayor

Attest:

City Clerk
Approved as to Form:

City Attorney

The NRD has executed THIS AGREEMENT on _____, 2022.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

EXHIBIT A

APPLICATION



Urban Drainageway Program – Application Form

Project name Quail Creek Rehabilitation

Project location (attach location map) Twin Creek Drive between 36th and 42nd Streets

Sponsor organization City of Bellevue - Public Works Department

Sponsor address 1510 Wall Street

City Bellevue State NE ZIP 68005

Contact person Dean Dunn

Title Manager of Engineering Services

Email address dean.dunn@bellevue.net Daytime phone 402.293.3144

Description of problem (attach additional sheets as needed)

Degradation in the creek is threatening nearby infrastructure, private land, a recreational use trail, and the stability of the receiving stream (i.e. West Papillion Creek). Additional project information is provided in the attached sheets.

Proposed solution (attach additional sheets as needed)

Rehabilitation of the stream, including the implementation of flood benches, natural riffle-pool system, grade control, and stabilization of the banks, is proposed. See attached sheets.

Level of Design Level 1 Level 2 Level 3

Total estimated cost \$ 3,458,000 Cost share request \$ 1,500,000

Dean A. Dunn
Signature

3/18/2022
Date

Manager of Engineering Services
Title

**Additional Project Information: Quail Creek Improvements Project
Urban Drainageway Program Application FY2023**

Description of the Problem

The Quail Creek Improvements project is located north of Twin Creek Drive between 36th and 42nd Streets in Bellevue, Nebraska (See Attachment A). The project reach is approximately 2,000 linear feet and extends from Twin Creek Drive to the confluence with West Papillion Creek. The drainage area for the project site is roughly 4 square miles and consists of agricultural, residential, and commercial land uses. Over the decades, urbanization within the basin has led to increased runoff volumes and peak flowrates within the Quail Creek stream system. As a result, the stream bed has degraded, causing the stream banks to erode and become increasingly steep or vertical in some areas (see Photograph 1).



Photograph 1: Incised Channel with Steep Banks

Continued erosion of the streambed and streambanks has presented a threat to public and private infrastructure, public and private land, and overall safety. A recreational-use trail located directly east of the project area is at risk in several locations, particularly around the outside bends, where channel widening and meandering are occurring (see Photograph 2). There is also a concern near the confluence with the West Papillion Creek (West Papio), where Quail Creek is migrating toward the right bank of the West Papio (see Figure 1). The West Papio is a federally regulated waterway maintained by the Papio-Missouri River NRD, making this another key area to address.

**Additional Project Information: Quail Creek Improvements Project
Urban Drainageway Program Application FY2023**



Photograph 2. Channel Widening and Meandering Banks Encroach on Nearby Trail

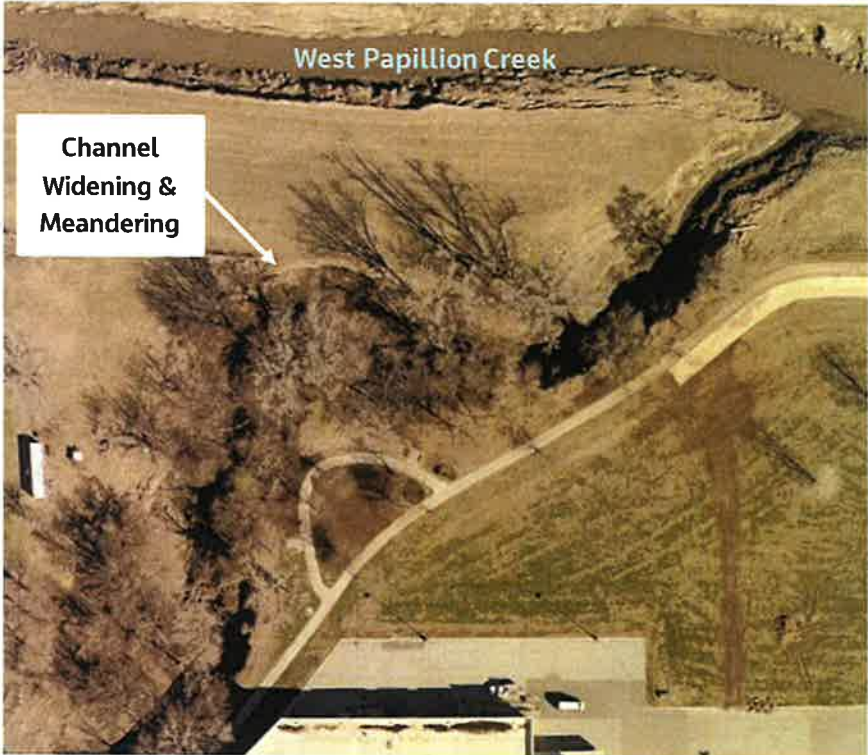


Figure 1. Quail Creek Migrating Toward West Papillion Creek

**Additional Project Information: Quail Creek Improvements Project
Urban Drainageway Program Application FY2023**

Infrastructure that may be at risk from existing or future stream degradation includes various utilities, such as gas, water, power, telecommunications, storm sewer and sanitary sewer. An existing 8-inch sanitary sewer is currently exposed in the bed of the creek (see Photograph 4), increasing the risk of a failure of this line and subsequent discharge into the creek.



Photograph 3. Exposed Sanitary Sewer Line

Proposed Solution

The City of Bellevue contracted with Jacobs Engineering Group to assess stream conditions for Quail Creek and develop conceptual design alternatives to address safety and stream stability issues. The recommended alternative includes rehabilitation of the creek using natural channel design methods to stabilize the creek while adding aquatic habitat benefits (see attached Concept Plan and Profile). Flood benches are proposed along each inside bend to reduce velocities and promote the growth of riparian species. A riffle-pool system is proposed throughout the project reach to control the bed slope while adding streambed variability. Where possible, the stream alignment will be shifted away from at-risk infrastructure and assets, and stream banks will be regraded to achieve a stable slope. For areas that are too confined to allow for flood benching or riffle-pool sequences, soil riprap will be implemented along the streambanks to stabilize the area and promote vegetation. The project area will also be seeded with appropriate native and floodplain seed mixes.

**Additional Project Information: Quail Creek Improvements Project
Urban Drainageway Program Application FY2023**

Cost Estimate and Implementation Schedule

The total estimated cost for this project is approximately \$3,458,000. This includes an opinion of probable construction cost of approximately \$2,766,400 and an estimated \$691,600 in indirect costs (i.e. professional services for detailed design, bid phase services, construction management, etc.).

In addition to the District’s Urban Drainageway Program, the City will also submit applications for EPA 319 and Nebraska Environmental Trust (NET) grant funding in September of this year (2022). If this project is selected to receive Level 2 cost-share funding under the Urban Drainageway Program, Table 1 below summarizes how the proposed funding may be broken down between the District and the City of Bellevue and the anticipated timeline for design and construction.

Table 1: Project Expenditures and Anticipated Timeline				
Funding Entity	NRD FY and Project Activities			Total
	FY 2023 / FY 2024	FY 2024 / FY 2025	FY 2025 / FY 2026	
	RFP, Survey, Design, Permitting	Project Bid & Start Construction	End Construction & Project Close- Out	
P-MRNRD	\$280,000	\$610,000	\$610,000	\$1,500,000
City of Bellevue	\$204,120	\$876,940	\$876,940	\$2,010,000
Total	\$492,000	\$1,486,940	\$1,486,940	\$3,458,000

Environmental Acceptability Statement

The City acknowledges their responsibility to uphold and adhere to any and all environmental laws and regulations. A review of the EPA’s NEPAAssist mapping tool did not show any EPA facilities or sites in the project area that are subject to environmental regulation. However, wetlands have been identified within the project site, and it is expected that construction activities for this project will be regulated under the Clean Water Act.

Preliminary Survey and Design Information

Jacobs Engineering utilized 2019 LIDAR data and other open-source GIS data to develop the conceptual design for this project (see attached Concept Plan and Profile). At detailed design, survey will be obtained to provide further definition of stream geometry and features (i.e.

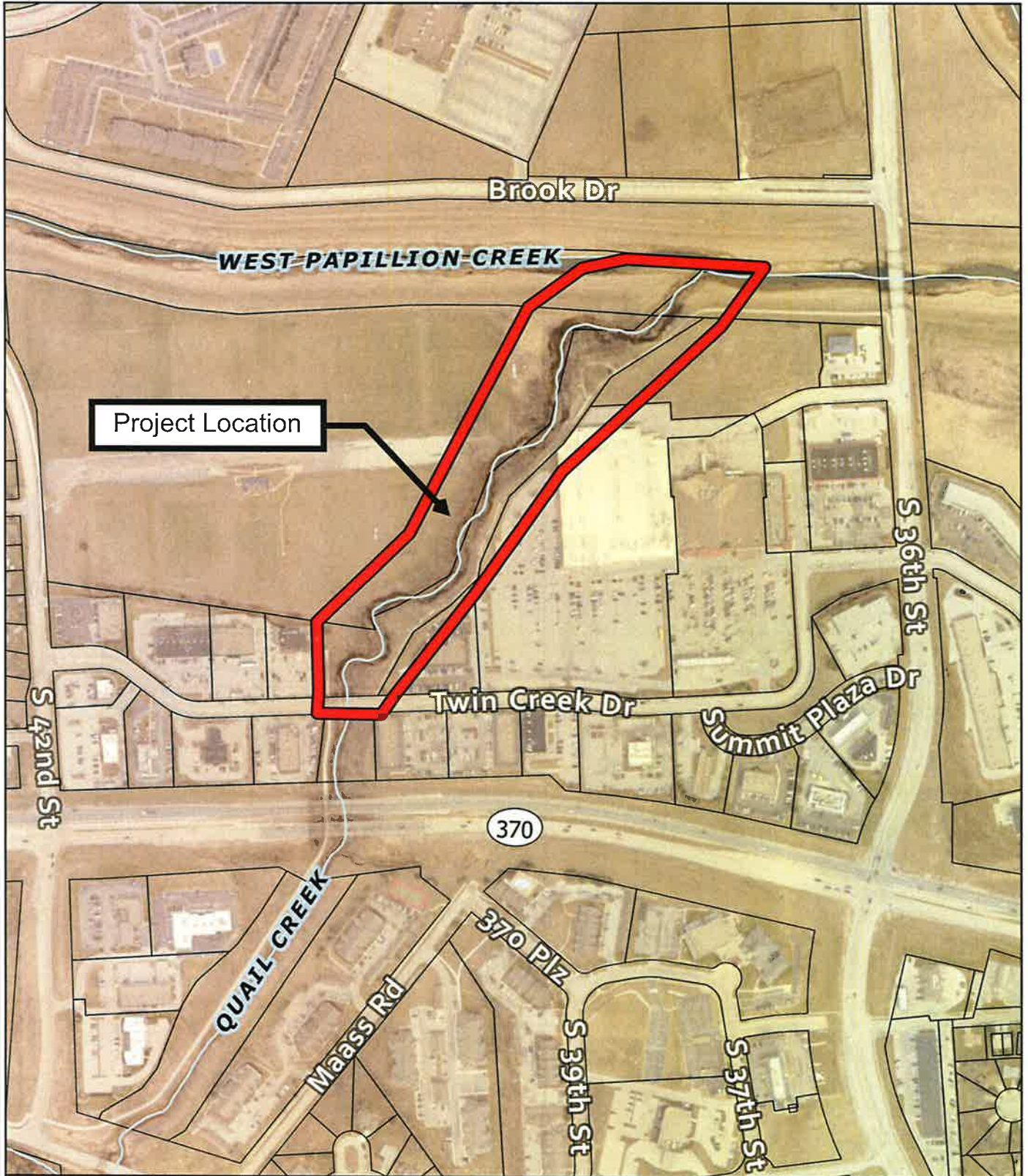
**Additional Project Information: Quail Creek Improvements Project
Urban Drainageway Program Application FY2023**

thalweg, top of slope, toe of slope, etc.) and to confirm location of utilities, sanitary sewers, storm sewers, and other critical assets.

The hydraulic model used for conceptual design is the same model used to perform floodplain mapping on the recently released Preliminary Flood Insurance Rate Maps. This model will be updated as needed during detailed design.

Additional Sponsor Responsibilities

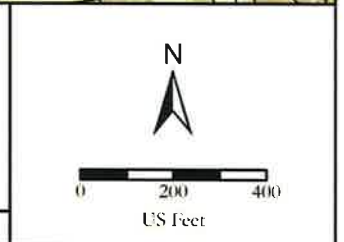
The City of Bellevue will be responsible for acquiring all easements and/or rights-of-way necessary to access and construct improvements on private property at no cost to the District. The City will administer all engineering design, construction, and construction inspection contracts and will provide all future operation and maintenance for this project. The City will comply with all local, state, and federal laws and will obtain any permits required for the construction of this project. As noted above, the City will apply for EPA 319 and Nebraska Environmental Trust funding as part of the requirements for a Level 2 cost-share application. Lastly, should the District choose to award funding for this project, the City will execute an agreement with the District acknowledging these guidelines and will hold and save the District free from damages or claims due to the design, construction, operation and maintenance of this project.



**ATTACHMENT A:
LOCATION MAP**

Quail Creek Improvements

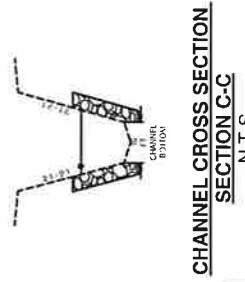
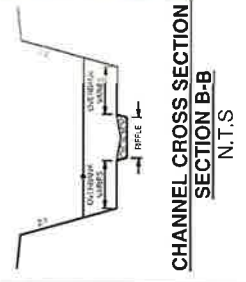
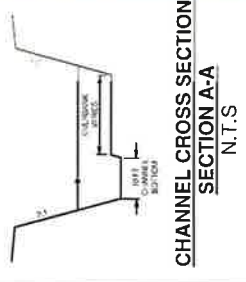
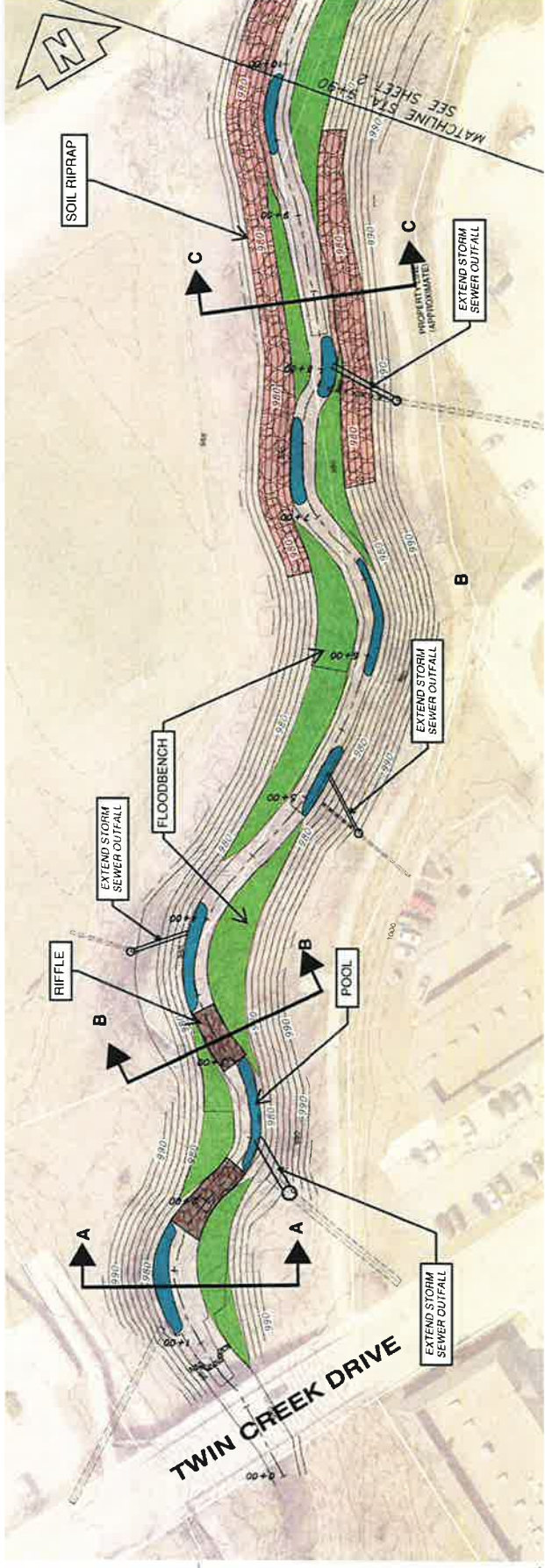
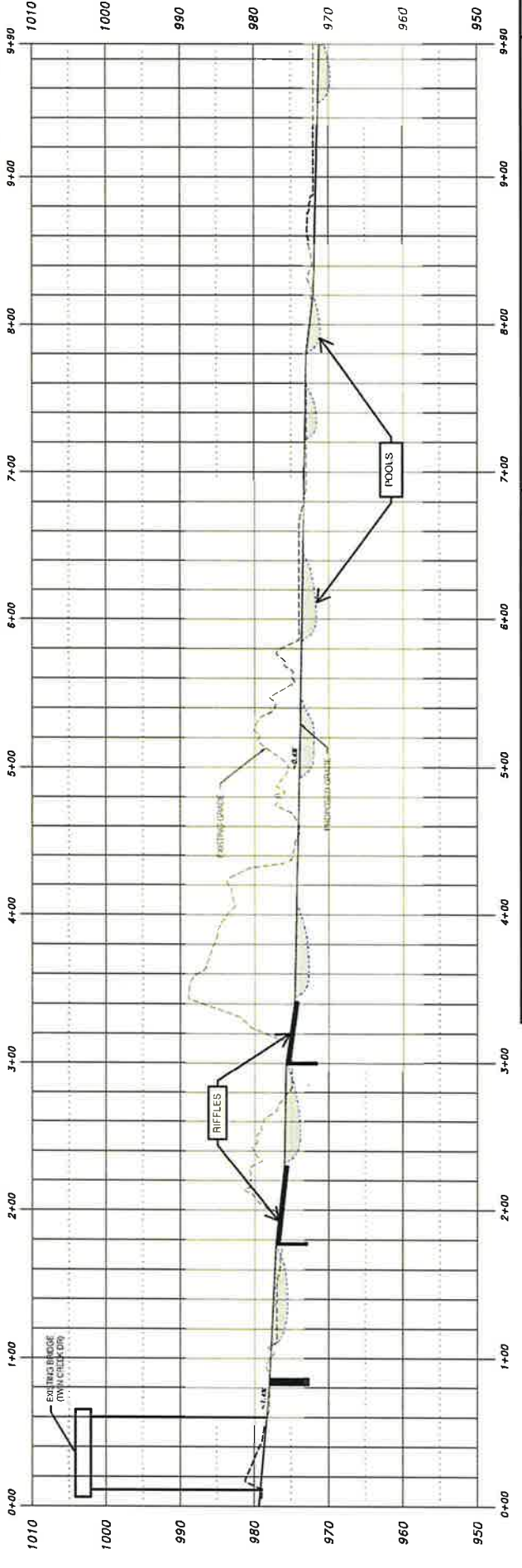
Coordinate System: NAD 1983 StatePlane Nebraska FIPS 2600 Feet



CITY OF BELLEVUE
 PUBLIC WORKS DEPARTMENT

QUAIL CREEK - CONCEPTUAL DESIGN
 ALTERNATIVE 2

GRAPHIC SCALE : FEET



EXISTING BRIDGE (TWIN CREEK DR)

POOLS

RIFFLES

TWIN CREEK DRIVE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
10/4/2022

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Elevate Lofts, LLC (Lot 1, College Apartments Addition).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for Elevate Lofts, LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of \$4,028,917. On June 21, 2022 the city approved the Redevelopment Plan, by Resolution #2022-15, for Redevelopment Project located on Lot 1, College Apartments Addition. The Redevelopment Plan contemplates the rehabilitation of Lot 1, College Apartments Addition, proposing the construction of a 164-unit apartment Community.

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:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Park Addition Redevelopment Project located on Lot 1, College Apartments Addition.

ATTACHMENTS:

1. 2. 3.

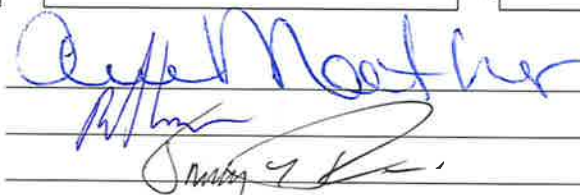
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation (the "City"), and Elevate Lofts, LLC("Owner").

RECITALS:

WHEREAS, on June 21, 2022, by Resolution No. 2022-15, the City Council of the City of Bellevue approved the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the construction of 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, as shown on the site plan attached hereto as Exhibit "A", which is attached hereto and made a part hereof (the "Site Plan"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$4,028,917.00, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$20,000,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 "Base Year" and "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2022.
- 1.2 "City" shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.

- 1.3 “Community Redevelopment Law” shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2023.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Elevate Lofts, LLC.
- 1.8 “Redevelopment Project” shall mean the Multi-Family Housing project at 400W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska, proposing the construction of 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, as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.9 “Redevelopment Plan” shall mean the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15.
- 1.10 “Redevelopment Site” shall mean the real property legally described on Exhibit “C”, attached hereto and incorporated herein, and all adjacent public rights-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$4,028,917.00, plus accrued interest at the rate of 4.50% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before January 1, 2024.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$4,028,917.00, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 4.50% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) **plus \$20,000,000 (excess valuation) or less after substantial completion or occupancy of the Redevelopment Project. The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed**

to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the “base level” for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

3.5.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;

3.5.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;

3.5.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;

3.5.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and

3.5.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid *prior to* the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15, in coordination with the Owner's development team, the City of Bellevue Planning Department – Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this

Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:
Tammi Palm, Planning Manager
City Planning Department
1510 Wall Street
Bellevue, NE 68005

Legal Service, c/o City Clerk
1510 Wall Street
Bellevue, NE 68005

- (2) Owner:
Elevate Lofts, LLC
C/O Andrew Panebianco
1910 South 44th St Suite 101
Omaha, NE 68105

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 20__.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this ____ day of _____, 20__.

OWNER:

Hillcrest Freedom Village, LLC, a Nebraska
limited liability company,

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

_____ acknowledged the foregoing Redevelopment Agreement
before me this ____ day of _____, 20__.

Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$4,028,917.00 _____, 202_

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Elevate Lofts, LLC, whose address is 1910 South 44th St Suite 101, Omaha, NE 68105, and/or its assigns ("Holder"), the principal sum of Four Million Twenty-Eight Thousand Nine Hundred Seventeen and No/100th (\$4,028,917.00) Dollars, together with interest thereon at the rate of Four and 75/100ths percent (4.50%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 2022, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2023, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2023, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

**CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation**

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

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.

Parcel Number: 011180900

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

Item	Cost
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
TOTAL	\$4,751,600.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
10/4/2022

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Amanda Parker		
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:

Approval of and Authorization for the Mayor to sign the new lease of 1908 & 1912 Hancock St. to be rented to ENCAP

SYNOPSIS/BACKGROUND:

Agreement with ENCAP to occupy the dwellings of 1908 & 1912 Hancock St. with the purpose of food pantry distribution and the distribution of financial community assistance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES NO 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:

To approve the lease allowing ENCAP to utilize the 1908 & 1912 Hancock St. buildings.

ATTACHMENTS:

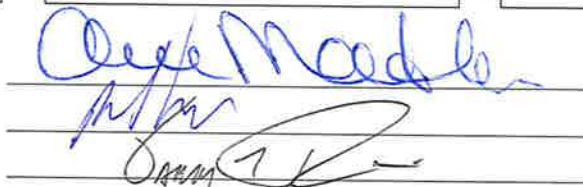
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SERVICE AGREEMENT FOR SPACE

THIS AGREEMENT made and executed this 1 day of October 2022, by and between City of Bellevue (hereinafter referred to as "City") and the Eastern Nebraska Community Action Partnership (hereinafter referred to as "Occupant").

WITNESSETH: That City hereby demise unto Occupant space at the Bellevue City Office, 1908 Hancock Street and 1912 Hancock Street (the premises), Bellevue, Nebraska beginning October 1, 2022, in accordance with the terms and conditions as hereinafter set forth.

1) PURPOSE. Occupant agrees to use and occupy the premises solely for the purpose conforming to its regularly established practices not inconsistent with the educational and charitable purposes of the City.

2) TERM. This Agreement shall be for a term of two (2) years commencing October 1, 2022, and ending October 1, 2024, provided however, that either party hereto may terminate this Agreement at the end of any agreement month upon sixty (60) days prior written notice to the other.

3) SERVICE CHARGE. Inconsideration of the use of the above-described premises and the educational and charitable character of both of the parties hereto the costs of services provided by City for subject premises shall be \$0.00/month for accepting the responsibility to serve as the food pantry outlet for the City of Bellevue Human Service Office a minimum of four (4) days a week.

4) SERVICES. City agrees to furnish the following services to Occupant in connection with the latter's occupancy of subject premises:

- a) Air Conditioning & Heating. Air conditioning and heat, daily during normal business hours, Sundays and legal holidays excepted.
- b) Water. Cold water from the City's mains for drinking, lavatory, and toilet purposes and hot water for lavatory purposes from the regular supply.
- c) Electric Current. City shall provide all current used on said premises.
- d) Storage. (If available for supplies necessary for daily operations)
- e) Other. Snow removal, mowing, pest control and refuse disposal.

5) CONDITIONS OF PREMISES. Effective with the execution of this agreement, within 60 days, the occupant will transfer all food stored in the current trailer located at 104 Galvin Rd. to 1912 Hancock St. Thereafter the City will cease to provide maintenance of the warehouse trailer. Occupant has examined said premises prior to its acceptance and the execution of this Agreement, and is satisfied with the physical condition thereof, including all equipment and appurtenances, and its taking possession of the premises shall be conclusive evidence of its receipt thereof in good and satisfactory order, and repair, except as otherwise specified herein, and Occupant agrees and admits that no representation as to the condition or repair thereof has been made by the City, its agency, which is not herein expressed or endorsed herein; and likewise agrees and admits that no agreement or promise to decorate, alter, repair, or improve said premises including all equipment and appurtenances, either before or after the execution hereof, not contained here, has been made by City of its agency and

Occupant further agrees that it will, at the termination of this Agreement, return said premises to City in as good condition as when received, ordinary wear and tear excepted.

6) REPAIRS. In consideration of the foregoing demise, Occupant agrees during the term of this agreement at its expense to keep the premises in good and substantial order and repair, and to make all necessary repairs, renewals, replacements, and decorations upon or in connection with said premises, including all windows and doors and glass, wherever located, and excepting only the exterior of the premises, but not excepting windows, doors, and any glass.

7) ASSIGNING AND SUBLETTING. Occupant is prohibited from assigning this agreement or demising any portion of subject premises without the prior written consent of the City.

8) ALTERATIONS, DECORATIONS. Occupant must obtain the prior written consent of the City for all alterations, decorations, and changes of permanent nature, said consent not to be unreasonably withheld by the City.

9) WAIVER OF SUBROGATION. Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this agreement or any renewals or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises leased to Occupant hereunder, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of; any other waiver or release contained in this agreement with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereby agrees that it shall immediately give to each insurance company which has issued it policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and have said insurance policies properly endorsed if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

10) PERSONAL PROPERTY AT RISK. It is agreed that all personal property in subject premises shall be at the risk of Occupant only, and the City shall not be liable for any damage to said premises, to said personal property or to Occupant or other parties or property, caused by water, sewage, gas or odors, or by any act of neglect of other occupants or other person(s), or caused in any other manner whatsoever, other than by negligence of the City.

11) RULES AND REGULATIONS. It is further agreed that the City may from time to time formulate and publish reasonable rules and regulations regarding the use of the subject premises and the building in which they are located, and with primary emphasis on health, safety and economy of operation and that Occupant shall abide by all such reasonable rules and regulations.

12) IDENTIFICATION. It is further agreed the Occupant shall be permitted to identify itself by name or appropriate insignia at the entry to subject premises, at two suitable location(s) on the exterior of the building in which said premises are located. Such identification, however, shall be subject to the approval of the City as to placement and character, it being the intent of the City to assure uniformity in this regard on the part of all occupants.

13) **INSURANCE.** It is further agreed that Occupant will not invalidate any policies of insurance now or hereafter placed on said building, and that Occupant will pay all extra insurance premiums on said building, if any is required on account of extra risk caused by Occupant's use of subject premises. City shall be named as additional insured on the occupant's liability insurance policy. City shall be notified of any cancellations of any liability insurance coverage during the term of this service agreement for space; occupant will replace any cancelled coverage in a timely manner. Failure to do so will be cause for default under this agreement.

14) **DAMAGE BY FIRE OR OTHER CASUALTY.** It is further agreed that if, during continuance of this agreement, subject premises shall be so damaged by fire or other casualty as to be rendered unfit for occupancy, and the repair of such damage shall not be commenced within thirty (30) days thereafter, it shall be optional with either party to terminate this agreement by written notice to the other.

15) **DEFAULT.** In the event of default by Occupant in respect to any of the terms of this agreement, the City may reenter subject premises without formal notice or demand and hold the same thereafter as if this agreement had not been made, without prejudice, however, to any right of action or remedy of the City in respect to any breach of Occupant of any of the covenants herein contained and without prejudice to any right of action of the City to recover accrued service charges.

16) **WAIVER - NONE.** The failure of the City to insist upon a strict performance of any of the covenants or conditions of this agreement or to exercise any right or option therein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the City or any act or thing which the city is not obligated to do hereunder shall not be deemed to impose any obligation upon the city to do any such act or thing in the future or in any way change or alter any of the provisions of this agreement.

17) **CITY OF BELLEVUE'S RIGHT CUMULATIVE - NO CHANGE HEREOF EXCEPT IN WRITING.** All rights and remedies of the City under or in connection with this agreement shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law. No agreements shall be held as changing or in any manner modifying, adding to or detracting from any of the terms or conditions of this service agreement, unless such agreement shall be in writing, executing by both parties hereto.

18) **CONDITIONS OF OCCUPANT.** Occupant agrees to the following conditions: Occupant will provide their own office equipment, phone, internet, and cable service. Occupant can opt to activate the wired-in security service at its own expense. Failure to provide food distribution for the city of Bellevue a minimum of four (4) days a week will void the "no charge" rent status and a new lease agreement will be negotiated. When the Occupant must, due to circumstances outside its control (e.g. severe weather, staff illness, necessary repairs, etc.), limit or close food distribution temporarily, it will notify the City, residents, and key community partners in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this renegotiated agreement.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP



Authorized Signature

9/27/2022

Date

CITY OF BELLEVUE

Mayor

Date

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
10/4/2022

COUNCIL MEETING DATE: 10/04/2022		SUBMITTED BY: Ashley Decker, HR 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:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) to include a recently created position in to the Collective Bargaining Agreement.

SYNOPSIS/BACKGROUND:

The Facility Maintenance department (f/k/a Building Maintenance) has recently created a Facility Maintenance Superintendent position. As such, the attached Memorandum of Understanding is to formally add the position, and the wage range for the position, to the current Collective Bargaining Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and BPMA

CONTRACT EFFECTIVE DATE: 10/01/2021 CONTRACT TERM: 4 CONTRACT END DATE: 09/30/2025

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the MOU with the Bellevue Professional Management Association (BPMA) for the term October 1, 2021 through September 30, 2025.

ATTACHMENTS:

1. MOU between City and BPMA 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent restructuring of a City department. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B of the Agreement and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. Article 1 (Union Recognition), Section 1 of the Agreement states: “The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.”
3. Article 1 (Union Recognition), Section 2 of the Agreement states:
“Excluded from the above referenced bargaining unit are any employees
 - who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
 - who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
 - who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining.”
4. Article 1 (Union Recognition), Section 3 of the Agreement states: “Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.”
5. As written, Appendix B and Appendix C, Job Classification and Wage Scale, does not accurately reflect the job classification of the employees due to the recent restructuring of a City department.
6. The parties agree that Appendix B and Appendix C, Job Classification and Wage Scale, shall incorporate the following job classification:

**APPENDIX B
JOB CLASSIFICATION**

Administrative Assistant/Secretary
Assistant Library Director
Assistant Planning Manager
Assistant Recreation Superintendent
Business Manager
Chief Building Official
Civilian Community Policing/Community Relations
Coordinator
Code Enforcement Supervisor
Communications Systems Coordinator
Deputy City Clerk
Fabrication Supervisor
Facility Maintenance Superintendent
Fleet Maintenance Foreman
Fleet Maintenance Superintendent
Foreman II - Building Maintenance
Foreman II - Parks
Foreman II - Streets
Human Services Manager
Intelligence Analyst
Librarian II
Public Works Engineer I
Purchasing Agent
Records Unit Supervisor
Streets Superintendent
Traffic Sign/Signal Supervisor
Wastewater and Solid Waste Superintendent

**APPENDIX C
WAGE SCALE**

Facility Maintenance Superintendent	32.64	33.91	35.23	36.60	38.02	39.50	41.03	42.62	44.28	46.00
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7. The parties hereby agree the position of “Facility Maintenance Superintendent” shall be added to the Appendix B and Appendix C, Job Classification and Wage Scale. The wage scale for the “Facility Maintenance Superintendent” already includes the cost-of-living increase for October 1, 2022 and therefore will not be eligible for a cost of living increase until October 1, 2023.

City of Bellevue, Nebraska
Association

Bellevue Professional Management

By: _____
Mayor Rusty Hike

By: _____
President

Approved by the Bellevue City Council on this ____ day of _____, 2022.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Sept 27th, 2022

Administration

- Finance and Legal meeting to discuss requirements for Allowable Growth.
- Attended Fire Departments Award Ceremony.
- Meeting with developer for presentation on site.
- Frontier District groundbreaking ceremony.
- Weekly meeting for NC3 project.
- Meeting with MUD, PW and CD to review and discuss plans for Bellevue infrastructure along Hwy 34.
- Weekly Wastewater Agency meeting.
- Meeting with Heartland Marketing for branding campaign.
- BPD Retirement committee meeting.
- Chief Clary budget review.
- Meeting with outside vendor regarding cable, phone and internet service.
- Team meeting on project for Aquatics.
- Meeting with marketing team to finalize banners for streets.
- Jim Bartley retirement celebration. (BPD)
- Streetscape meeting for future designs.
- United Cities meeting.
- Sarpy County Chamber ED tor with Mayor Hike.
- Meeting with developers for Racino.
- Meeting with MCL and Rainwood for future park projects and outside support.
- Meeting with Twin Creek developer on future project.
- Community forum for budget
- Special session for budget.
- City Audit committee meeting.
-

Planning

Continued work on master park Plan

Steering Committee meeting for Affordable Housing Action Plan

Met with a developer on a multi-family housing project.

Attended Nebraska planning and Zoning Conference

Met with different groups on the aquatics study

Several meetings re: NC3

Met with Bellevue University, HDR, and a developer on the Haworth updates

Met with Twin Creek on FEMA appeal to flood maps

Permits and Inspections

Performed 911 Inspections

Issued 6 new permits for single family dwellings

Code Enforcement

Notices Issued -273

Red Tags –29

Clean ups – 17

Calls – 1,149

Towed Vehicles –4

Tree Removals – 0

Communications

Updating website and social media on road closures and pool scheduling and music in the park

Worked with the rec Department on updating the website for Fall activities

Still updating and incorporating the new logo on forms and city sites

Worked with Public Works on aquatics study. Had over 2,000 responses.

Finance

(See Attached)

Public Works

Engineering

- a. Finalizing Invoicing for the Fiscal Year
- b. Monitoring Contracts for \$3.5 million in road overlay projects
- c. Working with Jacobson to identified Storm Water Drainage Systems improvements
- d. Working on Development Plan Reviews
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Working with Planning on Olde Towne Street Scape

Facilities

- a. Finalizing Invoicing for the Fiscal Year
- b. Completing Work closing splash pads
- c. Managing all repairs and improvements to all City buildings and facilities
- d. Finalizing outdoor work for 2022
- e. Pouring concrete Columbarium at Cemetery

Fleet Services

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Preparing equipment for Winter
- c. Managing Public Works uniform Inventory

Parks

- a. Finishing Sumer Park Maintenance
- b. Working with Bellevue University on Haworth Park
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Fall Recreations Programs

Streets

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Repair Stormwater System under Harvell Road
- e. Devising a plan to Hire and Retain Employees
- f. Rights of Way Mowing

Wastewater

- a. Finalizing details with Sarpy County Wastewater on System Development
- b. Training new Employees for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

Public Works

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area

Police

- 9/07 – 09/08 – 30x30 Symposium

- 9/11 – September 11th Memorial – American Heroes Park

- 9/14 – Pipeline response training

- 9/20 – Lieutenant and Captain promotional oral boards
 - City Council meeting

- 9/22 – Sergeant promotional oral boards

- 9/23 – City Council meeting

9/27 – Nob Hill meeting

Library

- The Bellevue Public Library is pleased to be serving as host to Lauren VanLaningham, a practicum student in the library science program at the University of Nebraska-Omaha. Ms. VanLaningham will complete 60 hours of practicum work at the library, having an opportunity to work with all the departments as part of her experience. Among her activities in September, she has assisted at the Circulation desk, helped with the Pawsitive Reading Children's program, and worked on displays for the Young Adult department.

- The Bellevue Public Library Advisory Board held a regular monthly meeting on Sept. 21. The Board heard recaps of the 2022 Summer Library Programs from Michelle Bullock, head of Children's Services, and Crystal Anderson, Young Adult Librarian. Both reported increased participation in SLP activities from 2021. The Children's department reported over 370

CITY OF BELLEVUE
ADMINISTRATION REPORT

participants in the reading challenge (an increase of 21 percent) and over 21,000 books logged. The YA department had 96 participants in the reading challenge (an increase of over 47 percent). The Children's department handed out over 1,300 take-home kits, and the YA department had over 1,000 kits.

- The Children's Department is now offering a special collection for checkout – Break-in Boxes. To open the boxes, children must successfully answer the clue puzzles to get the code for the locks. Inside, they will find small gifts as their rewards. The boxes were created in part using the library's new makerspace. (Note: The Adult Department handed out Mystery Break-in boxes as take-home activities during September, also created in the makerspace).
- On the afternoon of Sept. 20, a representative from the Sarpy County Election Commission was at the library to answer questions regarding the upcoming general election, to register persons to vote, to provide direction regarding early balloting, and to encouraged persons to serve as polling site volunteers. Some 45 people were assisted during the session.
- The Young Adult Department has been celebrating September as National Library Card Sign-up Month by offering teens a small treat for showing their active library cards to staff during their visits, renewing their cards, or by signing up for new cards.
- The Adult Services Department is celebrating the 35th anniversary of "The Princess Bride" movie based on the book by William Goldman during the month of October. Activities include a "Battle of the Wits" contest based on the movie, "As You Wish" wall hanging and "Princess Bride" inspired charm bracelet craft kits, a fencing demonstration, and a crafts/fashion show and movie viewing on Oct. 29.

Fire (See Attached)

Current Fiscal Year 2021-2022 Financials

We expect the city to be favorable to the overall budget with lower capital spending masking some of the overages in personnel spending. Here is the forecasted performance through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2022 (Preliminary)

	Year-To-Date			Full Year	
	Actual	Better / (Worse)	Better / (Worse)	FYE 2022 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual		Than Budget
Revenues					
Property Taxes	31,126,140	694,428	1,515,764	30,431,712	694,428
Sales Taxes	16,983,499	1,486,399	1,786,260	15,497,100	1,486,399
Occupation/Business Taxes	1,877,375	(272,908)	5,158	2,150,283	(272,908)
Other Revenues	50,319,495	(5,234,349)	(469,825)	55,553,844	(5,234,349)
Total Revenues	<u>100,306,509</u>	<u>(3,326,430)</u>	<u>2,837,357</u>	<u>103,632,939</u>	<u>(3,326,430)</u>
Expenditures					
Personnel	36,634,521	(900,448)	(8,312,781)	35,734,073	(900,448)
Department Expenditures	22,739,389	2,452,174	449,384	24,822,087	2,452,174
Capital Expenditures	22,530,606	8,981,825	(13,178,247)	31,881,907	8,981,825
Other Expenditures	16,013,267	(818,395)	836,216	15,194,872	(818,395)
Total Expenditures	<u>97,917,783</u>	<u>9,715,156</u>	<u>(20,205,428)</u>	<u>107,632,939</u>	<u>9,715,156</u>
Net Revenues	<u>2,388,726</u>	<u>6,388,726</u>	<u>(17,368,071)</u>	<u>(4,000,000)</u>	<u>6,388,726</u>

Debt

Better than planned (lower outstanding debt). Manageable.

New 2022-2023 Budget Summary

**City of Bellevue
2022-23 Annual Budget
Fund Balance Cash Roll-Forward by Fund**

	Total	Fund						
		F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 9/25/2022

A. General Items:

- QA/QI
- Tested out one paramedic who completed ALS probation
- One new paramedic successfully passed protocol exam and was placed on probation-a second will test this week
- Working on plan for ensuring current paramedic student success
- Keeping high school football games staffed
- EMS bureau meeting with medical directors next week
-

B. Training:

- Oxygen and Ventilation
- Pediatric airway special needs / trach Children's Hospital
- Chlorine properties and emergencies
- DCP plant tour.
- Foam systems , types and applications.

C. Inspections:

- Plan review for remodel Target Store 3808 Twin Creek Dr.
- Final inspection Lockheed Martin 4502 Maass Rd.
- Plan review remodel Baker's Supermarket 3614 Twin Creek Dr.
- Plan review remodel Kennedy Dental 1411 JFK Dr.
- Plan review remodel Crash Champions 10105 S. 23rd St.
- Fire sprinkler plan review 3705/3707 and 3621/3623 Lexington Ave.
- Daycare inspection Cornerstone Christian School 1001 Fort Crook Rd.
- Final building inspection 8707 S. 9th St.
- Plan review Papillion Sanitation building # 1 13504 Fort crook Rd. S.
- Plan review Papillion Sanitation building # 2 13508 Fort crook Rd. S.
- Fire alarm and fire sprinkler acceptance test Ascend apartments 1222/1224 Childs Rd. W.
- Final building inspection 1803-1809-Hillcrest Dr.





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D. Calls:

Fire – 151

Rescue - 410

E. Ambulance Billing

August 1-31, 2022

\$ 379,853.70 has been billed out to insurance companies (458 insurance claims)
<\$170,934.17> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$379,853.70)

=====

\$ 208,919.53 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 132,464.83 deposited into the bank August 1-31, 2022

9,818.00 additional revenue in Credit/Debit card payments were received August 1-31, 2022.

\$ 142,282.83 TOTAL August 1-31, 2022 rescue fee revenue

Statement Billing:

393 statements were mailed to patients for unpaid account balances

These statements totaled \$ 238,361.05

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



City of Bellevue Fire Department

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F. Manpower Report Staffing

Staffing Report from 8/29/2022 through 9/4/2022

Monday	AM	T31 & E41	3 person	
Monday	PM	Full		
Tuesday	AM	T31 & E41	3 person	
Tuesday	PM	E41	3 person	
Wednesday	AM	Full		
Wednesday	PM	T31	3 person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	T21, T31 & E41	3 person	No Batt. 2
Friday	PM	E1, T21, T31 & E41	3 person	No Batt. 2
Saturday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 person	
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	PM	E1, T31 & E41	3 person	

Staffing Report from 9/5/2022 through 9/11/2022

Monday	AM	T21, T31 & E41	3 person	
Monday	PM	E1, T21, T31 & E41	3 person	
Tuesday	AM	T31	3 person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21	3 person	
Wednesday	PM	E1	3 person	
Thursday	AM	T31 & E41	3 person	
Thursday	PM	T21	3 person	
Friday	AM	T21	3 person	
Friday	PM	Full		
Saturday	AM	T21, T31 & E41	3 person	
Saturday	PM	T21, T31 & E41	3 person	
Sunday	AM	T21	3 person	No Batt. 2
Sunday	PM	E41	3 person	No Batt. 2



City of Bellevue

Fire Department

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Staffing Report from 9/12/2022 through 9/18/2022

Monday	AM	T31 & E41	3 person	
Monday	PM	T21 & E41	3 person	No Batt. 2
Tuesday	AM	T31	3 person	
Tuesday	PM	Full		
Wednesday	AM	T21 & E41	3 person	
Wednesday	PM	T21	3 person	No Batt. 2
Thursday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Thursday	PM	E1, T31 & E41	3 person	No batt. 2
Friday	AM	E41	3 person	
Friday	PM	E1, T31 & E41	3 person	
Saturday	AM	E1, T21, T31 & E41	3 person	No EMS
Saturday	PM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	PM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS

Staffing Report from 9/19/2022 through 9/25/2022

Monday	AM	E1, T21, T31 & E41	3 person	
Monday	PM	E1, T21, T31 & E41	3 person	
Tuesday	AM	T21, T31	3 person	
Tuesday	PM	T31	3 person	
Wednesday	AM	Full		
Wednesday	PM	E1, T21 & E41	3 person	
Thursday	AM	E1, T21	3 person	
Thursday	PM	E1, T21, T31	3 person	
Friday	AM	E1, T21, T31 & E41	3 person	
Friday	PM	E1, T21, T31	3 person	
Saturday	AM	E1, T21, T31	3 person	
Saturday	PM	E1, T21, T31	3 person	
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Sunday	PM	E1, T21, T31	3 person	No Batt. 2

