

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

Tuesday, September 5, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Reverend Scott Beckenhauer, 10100 Cedar Island Road, Calvary Christian Church.

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers.

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

a. Approval of the Agenda

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

1. (*) Acknowledge receipt of the June 13, 2023 Tree Board Minutes.

2. (*) Acknowledge receipt of the August 7, 2023 Planning Commission Minutes.

3. (*) Approval of the August 15, 2023 City Council Minutes.

4. (*) Acknowledge receipt of the August 16, 2023 Board of Adjustment Minutes.

6. (*) APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS:

a. +++ (*) Recommend the reappointment of Terry Veylupek to the Building Board of Reviews to serve a 5-year term, ending July 2028. (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION:

a. Judith Mansidor - Safe Haven Baby Box Plan

b. Steve Spurgeon - Acknowledge work on an issue of concern he previously addressed the Council with.

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading): NONE

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill (Budget Task Force/Finance Director)

b. Ordinance No. 4128: Request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RG-20-PS for the purpose of multi-family residential development. Applicant: Gregg & 75, LLC. General location: 1920 Gregg Rd. (Planning Director)

1. Request to preliminary plat Lot 1, Gregg Road Subdivision. **(No action required)**

2. Request to final plat Lot 1, Gregg Road Subdivision. **(No action required)**

c. Ordinance No. 4129: Request to rezone Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing. Applicant: Excel Development Group. General location: S. 13th St. and Kasper St. (Planning Director)

1. Request to preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition. **(No action required)**

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4130: Amending sections of Chapter 19 of Bellevue Municipal Code regarding notice procedures for nuisance violations and authorizing the Mayor to sign. (Code

Enforcement)

b. Ordinance No. 4131: Amending sections of Chapter 29.5 Bellevue Municipal Code regarding notice procedures for nuisance violations. (Code Enforcement)

c. Ord. No. 4132: Request to rezone Lot 144, Nob Hill, from BG to RS-84, for the purpose of an existing single-family residence. Applicants: David and Debra Rospierski. Location: 610 Nob Hill Terrace. (Planning Director)

d. Ordinance No. 4133: Request to rezone Lot 1 College Apartments Addition, from RG-8 to RG-8-PS, with site plan approval, for the purpose of multi-family development. Applicant: Elevate Lofts, LLC. General Location: 400 West 19th Avenue. (Planning Director)

e. Ordinance No. 4134: Compensation Ordinance as Updated. (HR Director) **(Requesting to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request approval of Event License Application for Bellevue Community Foundation to hold annual Olde Towne Trick or Treat Event on Sunday, October 22, 2023 from 4 p.m. – 6 p.m. on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the application fee. (City Clerk)

b. Request to approve the Fiscal Year 2024-2029 Capital Improvement Plan (CIP). Applicant: City of Bellevue. (Planning Director)

c. +++Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General Location: 1220 Bellevue Blvd. South. (Legal) **(Applicant has withdrawn application - No Action Needed)**

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. * Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss. (City Clerk)

b. * Recommendation to approve the Special Fireworks Application for Midwest Fireworks to provide a special fireworks display for the Bellevue East High School Homecoming on September 14, 2023, 1401 High School Drive, at approximately 10:00 p.m. (City Clerk)

c. Approve and authorize the Mayor to sign the Statement of Work with Traliant extending the contract for the City's Harassment and Discrimination training software, in an amount not to exceed \$5,015.00. (HR Director)

d. Approve and authorize the Mayor to sign the proposal with Heimes Corp. to perform storm sewer replacement for an emergency repair at 601 Bellevue Blvd. North, in an amount not to exceed \$72,835.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the SEI proposal for the installation of a monitoring system for the new library, in an amount not to exceed \$130,947.00. (Public Works Director)

f. Approve and authorize Mayor to sign the acceptance of an Emergency Purchase of a new Service Vehicle Lift from Danielson Tech Supply for Fleet Department, in an amount not to exceed \$14,911.41. (Public Works Director)

g. +++ Approval of the Redevelopment Agreement and Redevelopment Promissory Note with Cardinal Commons I, LLC, allowing up to \$280,000.00 plus accrued interest, to offset TIF eligible expenses, for the purpose of an affordable Senior Housing Project. (Legal/Planning)

h. +++ Approve and authorize the Mayor to sign a Purchase Agreement for Bodnar Property located at 202 E. 13th Avenue, in an amount of \$230,000.00. (Legal/Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(August report is attached)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue

June 13, 2023. Tree Board meeting minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Deborah Woracek, Nancy Scott attended in person; Scott Evans and Craig Kimball were excused.

Jo reminded all to turn their volunteer time and mileage to Deborah.

It was moved and seconded by Nancy Scott and Tom Mruz to approve the minutes of the April 11, 2023, meeting. All present approved. **Deborah will email a copy of the minutes to the City of Bellevue to file in the records.**

Introduction of new Public Works Director: **Mr. Dave Goedecken** was introduced by Don as the new Public Works Director for Bellevue. The Board introduced themselves and all welcomed Dave to the meeting. Dave gave his email to the Board.

Parks Report: Jim Shada was unable to attend the meeting. Jo reported that Jim mentioned they only had 1 applicant for the summer mowing position. Jim has had problems hiring for the summer positions and, therefore, his department is extremely short-staffed. This means our newly planted trees may not get watered by city workers. Jim did confirm to Jo that the city had done a small amount of spraying for a vining weed that grows over sidewalks. Nancy said the city had sprayed the pollinator garden at the public library. Jo is not sure which weed was sprayed. Don mentioned that the 2 new dead trees in Washington Park could still be under warranty. Dave will check on it.

Bellevue 411: Scott told Jo that due to his very busy schedule he had not written any new articles. Don said that he turned in the previously written post about bagworms.

City Grant status: Jo said she has not heard the status of the City Grant. We were supposed to hear about it in April. Jo and Don reviewed for Dave what was to be included in the grant such as a copy of the Tree Plotter software and a couple of laptops for that use. We currently use the state's copy. She suggested that the city get a year option to be added onto the 3-year option if we do get the grant. Jo pointed out that the Tree Plotter staff offered to train both her and Mark Blackburn on how to use the software for updating and continuing updating the tree inventory to include schools,

churches, and businesses. Don reminded Dave that this was just a small part of the huge grant the city submitted. Dave said the MUD work in Banner Park has not started.

Earth Day Review: The Earth Day event went very well even though it was extremely cold and windy. All who were involved were surprised at the great turnout of the public! Those who helped were Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek.

Arbor Day Review: Jo said how nice it was that all of Avery School's students & teachers participated in their tree planting for Arbor Day. At Forest Station, a new school, the 5th grade and the Kindergarteners attended and helped with the tree planting. They will be the first class to graduate from Forest Station and the first group of students who will attend all grades offered at that school. Don has been checking the trees for water. He also watered trees at Thompson and Gilder Parks last fall. Jo noticed that the Memorial sign at Gilder had the wrong tree name listed.

Tree inventory and other park updates: Jo reminded all that she is working on the inventory in the west end of town, usually around 6 am. She wants to coordinate with Nancy to complete Blackhawk, Leawood, Aspen, and a couple more parks in the west part of the city. Jo said the Ash trees look like they are struggling but show no sign of EAB. She thinks about 10 need to be cut down to be proactive about the issue. Don and Rusty Hike, Mayor of Bellevue, checked the Ash in Washington Park and agreed with her about Ash trees seem to be struggling. Dave reminded the Board that many Ash trees in Bellevue were planted after the blizzard in the 1990s and that some could simply be old. Don reported the Omaha policy was called Ash Wednesday, where they cut down ash trees each week. Nancy urged us to replace any Ash with a native species of tree. Jo told Dave that due to the drought and city staffing issue the Board decided to not plant any new trees this fall. Jo reported that she believes many of the trees in Danielle's Crossing have been incorporated into people's yards. Also, that park has more weeds than woodland plants. Nancy reported that some people have removed the fences from around the trees. She is concerned about an Ailanthus seed tree nearby. Jo questioned whether it should still be included in the inventory. The trees planted with Jo's students from Bellevue West are being maintained by Tom, Don and Nancy. Tom will finish spraying the volunteer mulberry trees in fall.

Jo mentioned the City Master Parks Plan includes decommissioning several parks. Don said that plan has not gone before the City Council yet for approval. Several options that Jo saw in the preliminary plan like a splash pad instead of a swimming pool, College Heights Park is built on former landfill property, Gilder could be taken care of by the nearby school, etc. Don brought up that the playground equipment, paid for by a neighbor, does not have a dedication/thank you sign. After discussing several parks without playground equipment and several with Ash trees that are slated to be decommissioned. Jo reminded Don to keep the Tree Board updated on the status of the City Plan. She then explained how various meetings were held for public feedback to the Plan. Don reminded the Board that funding will help decide what gets completed and what does not occur.

Prospective new Board members: Jo inquired if local Nebraska Master Naturalists might be interested in helping on the Tree Board. She suggested we approach Matt Jones, State Program Director, to see which members live in the area. She reminded all that the prospective members do not need to be an arborist, just be interested in helping beautify our city. **Deborah volunteered to contact Matt about this.**

Winter Projects ideas/needs: Jo reminded all to be thinking of possible needed winter projects. She suggested we check and maybe renew the mulch on trees that we planted in the last 10 years. Don would like to use volunteers with this. Craig Kimball can supply the mulch for us. It was also suggested that we check to see if the trees need pruning at the same time. This would need to be done in September or October to prepare for winter. Nancy has been spraying for Canadian Thistles and Hemlock at the Rain Garden near Culvers. Baldwin Park was mentioned as one to be checked.

The monthly timeline with duties will be addressed at the next meeting. It was decided to **next meet August 15th 9 am** to accommodate travel schedules.

Nancy, Don moved and seconded that we adjourn the meeting. All present approved.

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative Agenda for August 15, 2023

Attendance

Volunteer Hours to Deborah

Approve Minutes of June 13h meeting

Parks Report – Jim:

Tree watering:

Old Business

Bellevue 411 – articles

Grants applied for or granted.

Tree inventory

Winter Projects ideas/ needs

Potential Board members

New Business

Arrows to Aerospace Parade

Monthly timeline with duties

Next mtg. Sept. 12, 2023

MINUTE RECORD

Bellevue Planning Commission Meeting, August 7, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Monday, August 7, 2023, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Ackley, Lasenburg, Bennett, and Perrin. Also present were Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the June 22, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni asked if there were any updates or additions to staff reports. Palm advised there were no updates.

Motion was made by Jacobson, seconded by Perrin, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision. Applicant: Gregg & 75, LLC. General location: 1920 Gregg Rd. Case #'s: Z-2304-10, S-2304-06, S-2304-07.

Aerni asked staff for updates. Palm stated there were no updates and provided a summary of the request. She said Gregg & 75, LLC's request is to preliminary plat and final plat, Lot 1, Gregg Road Subdivision. Palm said this is an unplatted tax lot which is vacant after an existing house on the lot was demolished. She stated the request is also for a change of zone from AG (Agricultural District) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision) to facilitate a 156-unit multi-family residential development. Palm stated the Future Land Use Map shows this area as multi-family so the request is in conformance with the Comprehensive Plan. She said all the pertinent documents have been reviewed by staff and found to be in conformance with the city's regulations. Palm stated staff is recommending approval of the request.

Jeff Stoll with E & A Consulting Group, 10909 Mill Valley Rd., Omaha, NE was present on behalf of the applicant. Stoll stated this is a 9 1/2-acre development. Stoll said there will be 20 studio apartments, 58 one-bedroom apartments and 78 two-bedroom apartments ranging from 700 square feet to approximately 1,200 square feet. He said the development team is very appreciative of city staff for their support in getting this development to this stage.

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

Hankins asked staff why a traffic study was not done for this project. Palm stated a traffic study was not requested by the engineering department. She stated the city's engineers feel that Gregg Road is capable as a collector street to handle the increased traffic. Palm said typically a multi-family development is not a huge traffic generator.

Lasenburg questioned staff if the pedestrian standpoint had been considered. Palm stated yes things that are reviewed are connectivity, sidewalks, and potential connections to trails in the area. She stated with any new construction sidewalks are required unless it is waived by the Public Works Director or City Council. Palm said sidewalks are shown on the site plan.

Jacobson stated the site plan only shows one entrance into the development and questioned if that was acceptable to staff. Palm stated with the number of units in the development, Fire Code does not require two entrances. She said the Fire Department felt the layout of the site was adequate for their trucks to get in and out with one entrance.

Aerni stated he took this route to the meeting tonight and it took ten minutes to get from 25th street to

MINUTE RECORD

Bellevue Planning Commission Meeting, August 7, 2023, Page 2

15th street on Cornhusker Road. He stated that area gets very congested and feels a traffic study should have been done. Palm stated staff understands that and timing of the lights is something that are routinely studied along Cornhusker Road. She said there are long term plans for Cornhusker Road. She said with the Comprehensive Plan update there will be a long-range transportation plan to specifically study issues such as Cornhusker Road's congestion.

Hankins asked the applicant what the market rate for these apartments will be and will any of them be at a low-income rate. Willie Douglas, 21008 Cumberland, Dr., Elkhorn, NE, stated all of these units will be market rate rentals and there will be no low-income rates.

MOTION was made by Jacobson, seconded by Hankins, to recommend APPROVAL of a request to rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision. Applicant: Gregg & 75, LLC. General location: 1920 Gregg Rd. Case #'s: Z-2304-10, S-2304-06, S-2304-07. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON September 5, 2023.

PUBLIC HEARING was held on a request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition. Applicant: Excel Development Group. General location: S. 13th St. and Kasper St. Case #'s: Z-2305-11, S-2305-08, S-2306-10.

Aerni asked staff for updates. Palm stated the staff report noted a technical deficiency with regards to the drainage report. She said the deficiencies have been taken care of so that no longer applies to the request. She stated Mr. Menard and his team had TIF (Tax Increment Financing) approved by City Council on July 18th so the Commissioners are familiar with this project. She stated the request is for rezoning and a preliminary plat for the development of a senior housing community. Palm said the plan is for 31 duplexes (62 units) and the project will be constructed in two phases. She said staff feels this is a much-needed development and will help the city facilitate some of the goals of the recently approved Affordable Housing Action Plan. Palm stated staff is recommending approval of the request.

Connor Menard, 8551 Lexington Ave., Lincoln, NE, stated these duplexes will be two-bedroom, one bath, approximately 1,300 square feet units with single car garages for seniors 55 years and older. He stated there will also be a community building. Menard stated the development fits with the neighborhood with single-family on the west and apartments on the east side of the development.

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

Jacobson questioned staff if there was a sidewalk plan for residents in the area to access the Fort Crook Road mass transit plan as it evolves. Palm stated Kasper Street is a rural section with open ditches and not conducive to sidewalks at this point. She said the city has a plan to do an overlay of Kasper Street which will be a short-term solution. Palm stated with the final plat and subdivision agreement of the development the city will ask the developer to enter into an MOU (Memorandum of Understanding) knowing that Kasper Street will have to be improved at some point. She said Habitat for Humanity owns the property on the south side of Kasper Street and they have plans for a larger subdivision so there will be a need to improve Kasper Street to a city section, with full curb and gutters, and sidewalks. Palm stated that will take place sometime in the future. She said there was a traffic study done with the Habitat for Humanity development so the city understands the long-term implications of development along Kasper Street.

MOTION was made by Ackley, seconded by Perrin, to recommend APPROVAL of a request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition. Applicant: Excel Development Group. General location: S. 13th St. and Kasper St. Case #'s: Z-2305-11, S-2305-08, S-2306-10. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 7, 2023, Page 3

This item will proceed to City Council for PUBLIC HEARING ON September 5, 2023.

PUBLIC HEARING was held on a request to approve the 2024-2029 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 177.

Aerni asked staff for updates. Curry stated there were no updates, but she was aware of some questions the Commissioners had. She said the CIP is part of the city's budget, so the Finance Department has reviewed the plan and any adjustments have been made prior to tonight's meeting. Curry said there are some major projects listed on the CIP such as the library renovation, streetscape on Washington St. and Mission Ave., and park upgrades.

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

Ackley stated he was happy to see the \$750,000 economic development money being set aside for LB840. He questioned if page 5 of the CIP \$8,000,000 dollars in water main extension was along Highway 34. Palm stated that is to facilitate infrastructure along Highway 34 to the Platteview Road corridor. She said it has been a goal of the city to get development along that corridor so with the addition of this infrastructure the city feels strongly that development will soon follow. Palm stated there are some plans for development in that area. Ackley questioned the \$5,000,000 on page 5 listed as entertainment district. Palm stated the entertainment district is near Highway 34 and Platteview Road that is being planned for a water park. She said a conceptual design is in the works and to facilitate that the city is putting money in the budget to move forward with the design, grading, and the construction phase. Ackley stated the cover mentions the reconstruction on Hancock Street to Washington. He asked if that was in conformance with the Olde Towne overlay where there would be angled parking. Palm stated yes that is to facilitate the recommendation of the Mission Avenue streetscape design. Ackley asked if that was a concentrated area or would it cover all of Mission Avenue. Palm stated the first phase was just a concentrated three or four block area but eventually would be all of Mission Avenue.

Hankins questioned funds for the Haworth Park drainage ditch since Bellevue University would be leasing Haworth Park. Palm stated there will be an upcoming MOU on the City Council agenda, but the city is taking responsibility for a lot of that infrastructure work.

Jacobson questioned if the library renovations of \$3,200,000 are for the new location. Palm stated that it was for the new location.

Aerni questioned whether the \$4,500,000 for 36th Street on page 6 was for construction or design. Palm stated the design is complete and they are working on ROW (Right-Of-Way) acquisition so those funds would be for construction. Aerni asked if that would be for three lanes on 36th Street to Platteview Road. Palm stated that is correct. Aerni asked if the design and construction of 36th Street north of Highway 370 was approved on a previous CIP. Palm stated the design is mostly complete but the issue become what is the cost share between the city and the county so those numbers may change.

Ackley questioned if on page 5 the park items listed were included in the new Master Park Plan that was recently adopted. Palm stated most of the items listed do implement what was approved in the new Park Master Plan.

Jacobson asked if the library renovation included the off-site renovation for sidewalks. Palm stated the renovations were for interior and on-site work only.

Sims questioned on page 6 the purpose of the Hayworth and American Heros Park sanitary for \$1,400,000. Palm stated that is to facilitate the improvements for proposed soccer fields and associated structures.

MOTION was made by Jacobson, seconded by Sims, to recommend APPROVAL of a request to approve the 2024-2029 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 177. APPROVAL of the 2024-2029 Capital Improvement Plan as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON September 5, 2023.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 7, 2023, Page 4

Meeting adjourned at 6:35 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b3.
9/5/2023

Bellevue City Council Meeting, August 15, 2023, 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 15th day of August, 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns; and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times 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 invited Boy Scout Timothy Bogatz, Troop 464, to lead in the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on rear wall of City Council Chambers.

APPROVAL OF THE AGENDA:

Motion was made by Burns, seconded by Preister, 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 Cook, seconded by Burns, to approve the consent agenda.

Consent agenda included the following items: Approval of the August 1, 2023 City Council Minutes; Approval of the Claims; Recommend the appointment of Scott Hankins-Alternate (Planning) to the Design Review Board for a 3-year term, ending August 2026; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; Request to small subdivision plat Lots 1 and 2, Vacanti Replat, being a replant of Lot 2, Otto's Replat. Applicant: Puglisi House, LLC. General Location: South 31st Street and Golden Boulevard; and Approve and authorize the Mayor to sign the Nebraska Transportation Assistance Program Agreement with the Nebraska Department of Transportation (NDOT) for operational expenses of the Specialized Transportation Service.

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: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill (Finance Director)

Ordinance No. 4127: 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.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 5, 2023.

Ordinance No. 4128: Request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RG-20-PS for the purpose of multi-family residential development. Applicant: Gregg & 75, LLC. General location: 1920 Gregg Rd. (Planning Director)

MINUTE RECORD

Bellevue City Council Meeting, August 15, 2023, Page 2

Ordinance No. 4128: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 1920 Gregg Road, more particularly described in Section 1 of the ordinance and to provide an effective date.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 5, 2023.

Ordinance No. 4129: Request to rezone Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing. Applicant: Excel Development Group. General location: S. 13th St. and Kasper St. (Planning Director)

Ordinance No. 4129: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about South 13th Street and Kasper Street, more particularly described in Section 1 of the ordinance and to provide an effective date.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 5, 2023.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2023-23: A bond reimbursement resolution for FYE2024 CIP to preserve the City's flexibility in financing of capital improvements and authorize the Mayor to sign. (Finance Director)

Motion was made by Preister, seconded by Welch, to approve Resolution No. 2023-25: A bond reimbursement resolution to preserve the City's flexibility in financing the Water Main Extension and authorize the Mayor to sign. 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.

Resolution No. 2023-25: A bond reimbursement resolution to preserve the City's flexibility in financing the Water Main Extension and authorize the Mayor to sign. (Finance Director)

Motion was made by Preister, seconded by Casey, to approve Resolution No. 2023-25: A bond reimbursement resolution to preserve the City's flexibility in financing the Water Main Extension and authorize the Mayor to sign. 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.

Resolution No. 2023-26: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2023. (City Clerk)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2023-26: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2023. 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.

Resolution No. 2023-27: Adopting and approving the Revised Growth Management Plan's Policies & Procedures for Sarpy County and Cities Wastewater Agency and authorizing the Mayor to sign. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve Resolution No. 2023-27: Adopting and approving the Revised Growth Management Plan's Policies & Procedures for Sarpy County and Cities Wastewater Agency and authorizing the Mayor to sign. 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.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition - 12510 S 9th Street. (Chief Building Inspector)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition - 12510 S 9th Street. 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.

MINUTE RECORD

Bellevue City Council Meeting, August 15, 2023, Page 3

Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition at 8418 S. 36th Street, in an amount not to exceed \$13,150.00. (Chief Building Inspector)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition at 8418 S. 36th Street, in an amount not to exceed \$13,150.00. 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.

Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition at 2611 Margo Street, in an amount not to exceed \$13,150.00. (Chief Building Inspector)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign Proposal #1 from Christensen Excavating for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition at 2611 Margo Street, in an amount not to exceed \$13,150.00. 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.

Approve and authorize the Mayor to sign the Sarpy County Election Commission Usage Contract Agreement to use the Bellevue Public Library as a polling place for the Primary Election (May 14, 2024) and General Election (November 5, 2024). (Library Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Sarpy County Election Commission Usage Contract Agreement to use the Bellevue Public Library as a polling place for the Primary Election (May 14, 2024) and General Election (November 5, 2024). 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 Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Volunteer Fire Department Inc. for the facility upgrade (Phase II), in an amount not to exceed \$40,069.00. (Finance Director, CDBG Program Specialist)

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Volunteer Fire Department Inc. for the facility upgrade (Phase II), in an amount not to exceed \$40,069.00. 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.

Approve and authorize the Mayor to sign the Letter of Agreement with Olsson, Inc. dba "Olsson" for Professional Services to complete the Comprehensive Plan Update and Long-Range Transportation Plan, in an amount not to exceed \$250,000.00. (Planning Director)

Motion was made by Cook, seconded by McCaw, to approve and authorize the Mayor to sign the Letter of Agreement with Olsson, Inc. dba "Olsson" for Professional Services to complete the Comprehensive Plan Update and Long-Range Transportation Plan, in an amount not to exceed \$250,000.00. 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.

Approve and authorize the Mayor to sign a Renewal Contract with Zoll Data Systems for rescue fee billing software, in an amount not to exceed \$59,572.80 for a 3-year contract. (Fire Chief)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign a Renewal Contract with Zoll Data Systems for rescue fee billing software, in an amount not to exceed \$59,572.80 for a 3-year contract. 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 the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$36,590.00. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$36,590.00. 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 (August report will be attached to September 5th Council Packet).

MINUTE RECORD

Bellevue City Council Meeting, August 15, 2023, Page 4

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns , seconded by Welch, the meeting was adjourned at 6:17 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent Welch: None. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 15, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue Board of Adjustment, August 16, 2023, Page 1

The Bellevue Board of Adjustment held a regular meeting on Wednesday, August 16, 2023, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Petersen, Crompton, Anderson, and Conte. Absent was Hankins. Also present were Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Petersen, seconded by Conte, to approve the minutes of the April 19, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Motion was made by Crompton, seconded by Petersen, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Anderson explained the public hearing procedures.

PUBLIC HEARING was held on an appeal for a variance of Section 5.08.05, City of Bellevue Zoning Ordinance, regarding the minimum 35-foot rear yard setback in the RS-120 zoning district for Lot 2, Marchio Subdivision Replat 1, located in the Southeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. The applicant is requesting the minimum 35-foot rear yard setback be reduced to 15 feet. Applicant: Sebastian Enzolera. Location: 417 Bellevue Blvd. N. Case #: BOA-2307-02.

Sebastian Enzolera, 1609 Grove Rd., Bellevue, NE stated he is the landowner. Enzolera gave a brief history of the property. He stated the land was subdivided approximately two years ago so they could build a house. Enzolera stated the lot is not a standard lot and somewhat difficult to build on.

Terry Morrison, Ehrhart Griffin and Associates, 3552 Farnam St., Omaha, NE was present on behalf of the applicant. Morrison stated the lot is very steep and the grade drops off significantly from the road. He said the proposed driveway length is to eliminate an extremely steep driveway which would be treacherous during the winter. Morrison said pushing the garage further south helps the slope of the driveway. He stated if the garage was a separate structure, it would not have to conform to the 35 Foot rear setback, but it would make the property less useable. Morrison stated if the house was moved closer to the north side of the lot there are retaining walls in that area which overlap between the two properties. Because of the extreme elevation change, these retaining walls help navigate the grade from the west to the east. If the house was moved to this area, the retaining walls would need to be cut back, destabilizing the northern area of the lot.

Anderson stated Section 19-910 of Nebraska State Statutes requires the Board to make four findings prior to granting a variance. Morrison stated the first is the strict application of the zoning regulations producing undue hardship is because the non-standard shape and elevations of the lot would create a significant change to the slope of the driveway making it somewhat dangerous and unmanageable in icy conditions. He said the second being that such hardship is not shared by properties in same zoning district. Morrison stated the adjoining lots in this area are rectangular and not irregular like the Enzolera's lot. Morrison stated the house on the property to the south is located on the southern part of the lot; therefore, having a garage within 15' of the property line would not be a detriment to that property. Morrison stated cost is not the bases for the request. He said the slope of the driveway and having the garage attached to the house is a benefit and does not cause a hardship to either the properties to the north or south of this lot. Morrison stated in his opinion the request meets the requirements of the statute.

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

Conte asked staff how far a detached garage needed to be from the house. Palm stated a detached garage would have to be a minimum of six feet from the house in order to meet the regulations of the zoning ordinance and building code.

Petersen inquired where the lot had been divided with the previous small subdivision plat. Morrison

MINUTE RECORD

Board of Adjustment Meeting, August 16, 2023 Page 2

showed the new lot line.

Anderson inquired about the large tree on the north side of the property. He said he had visited the property and in some cases the need to remove a large, mature tree would be an acceptable hardship. Discussion ensued regarding several trees along the northern edge of the lot. Anderson asked if the house would be moved to the north how close would the foundation be to the 100-year-old tree. Enzolera stated approximately 18- to 20-feet. Discussion ensued regarding possible damage to the tree if the house was moved to the north.

Petersen asked if it was possible to flip the house and garage and use the garage foundation as a retaining wall. Discussion ensued regarding the dangerous elevation of the driveway if the garage was on the north side of the lot. Enzolera stated flipping the house would still create the same setback problem, if not worse, because the house is larger than the garage.

Discussion ensued regarding elevations of the lot and required setbacks.

Anderson stated the Board can only allow a variance if there is an adequate hardship. He said State Statute requires an extreme topographical issue. Morrison stated if you look at the lots surrounding this lot, they are mostly level compared to Mr. Enzolera's lot. He said the lot drops off as you go to the east so by the time you get to the rear of the lot you are 36-feet below the street.

Petersen asked if dirt work or retaining walls could resolve the problem. Morrison stated the plan is already utilizing foundations as retaining walls.

Anderson asked if a detached garage is out of the question. Enzolera stated detaching the garage and moving it six feet from the house would reduce the ability to deal with the slopes on the property.

Petersen stated the Board must follow State Statutes and the applicant must provide proof of a hardship. Morrison stated he felt as if they had given the Board proof of a hardship. He said this is a hardship that other lots in the area do not have to deal with. Petersen stated the applicant had provided an alternative drawing that would meet the required setbacks. Enzolera stated that is correct but once the different options were put on paper, they realized the difficulties of moving the house and garage 6 feet to the north side of the lot.

Anderson stated the slope along the north side of the lot is not unusual and under normal construction practices it can be dealt with. He said it is not easy or desirable, but it can be dealt with. Morrison stated the code is for the entire City of Bellevue and the entire city does not have to deal with this elevation change and lot configuration. He said he has exhausted all the significant information regarding the hardships for this lot.

MOTION was made by Petersen, seconded by Conte to approve Exhibit A, showing the 15-foot rear setback for Case # BOA-2307-02, Lot 2, Marchio Subdivision Replat 1, located in the Southeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County Nebraska. Applicant: Sebastian Enzolera. Location: 417 Bellevue Blvd. N. Case#: BOA-2307-02. Upon roll call, all present voted no. MOTION failed.

Meeting adjourned at 7:05 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

CLAIMS FOR SEPTEMBER 5, 2023

MAYOR		
SARPY COUNTY CHAMBER OF COMMERCE	ECONOMIC OUTLOOK MEETING	40.00
		<u>\$ 40.00</u>
CITY ADMINISTRATOR		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	171.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/07/20-08/19	72.96
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	650.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	4,883.31
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	26.56
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	559.44
SARPY COUNTY CHAMBER OF COMMERCE	ECONOMIC OUTLOOK MEETING	40.00
		<u>\$ 6,403.74</u>
LEGAL		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	30.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	2,032.26
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	4.69
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	98.72
		<u>\$ 2,165.93</u>
CABLE ADVISORY		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	151.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	4,077.78
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	23.43
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	493.62
SESAC INC	MUSIC PERFORMANCE LICENSE INCREASE	129.00
		<u>\$ 4,875.12</u>
CITY CLERK		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	262.23
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	2,032.26
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	40.60
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	855.60
		<u>\$ 3,190.69</u>
FINANCE/RISK MANAGEMENT		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	221.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/07/21-08/20	234.96
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	5,225.88
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	34.37
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	723.98
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-T GILBERT	200.00
		<u>\$ 6,641.09</u>
LIBRARY		
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	132.82
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	39.76
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	559.29
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	107.39
EBSCO INFORMATION SERVICES	NY TIMES 2023/02-2024/01	200.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	6,801.81
INDOFF, INC	SWIVEL CHAIR	485.10
INGRAM LIBRARY SERVICES	BOOKS	2,176.89
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	130.65
QUADIENT FINANCE USA, INC	METER LEASE, SUPPLIES	1,139.36
		<u>\$ 11,773.33</u>
ADMINISTRATIVE SERVICES/PERSONNEL		
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	171.47
CHI HEALTH COMPANY CARE	MED TESTING FTFF	2,667.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	12,461.60
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50

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CLAIMS FOR SEPTEMBER 5, 2023

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ADMINISTRATIVE SERVICES/PERSONNEL (cont'd)

INTEGRATED CARE, LLC	RANDOM DRUG SCREENS	80.00
J & J KELLER & ASSOCIATES	HR POSTERS	668.20
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	26.56
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	559.44
ONE SOURCE	BACKGROUND CHECKS 2023/02/01-03/01	979.80
		\$ 17,664.57

CODE ENFORCEMENT

ACTION SIGNS	INSTALLATION OF GRAPHIC DECALS ON TRUCK	150.00
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	3.24
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	224.08
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	11,125.35
MARIO HATCHER	REIMB FOR COMMERCIAL LEARNER'S PERMIT	16.25
METROPOLITAN UTILITIES DIST	2023/07/06-08/07 MONTHLY SERVICE	1.04
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	151.26
		\$ 11,671.22

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-230103 VALLEY VIEW SIDEWALK	1,559.53
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2023/07/03-07/30	21,569.68
ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS	477.50
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	5.43
DAVE GOEDEKEN	NE FSMA CONFERENCE EXPENSE REIMB	438.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	5,842.56
METROPOLITAN UTILITIES DIST	2023/07/06-08/07 MONTHLY SERVICE	1.75
MIDLANDS PRINTING	BUSINESS CARDS - JOHN KRAGER	116.40
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	254.01
ONE CALL CONCEPTS	DIGGERS HOTLINE	835.30
		\$ 31,100.91

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING 2023/08/01-08/08	2,132.80
A-RELIEF SERVICES	PORTABLE RESTROOMS	924.00
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	79.52
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	300.00
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	214.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	9,290.40
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	25,663.20
SITEONE LANDSCAPE SUPPLY	INSECTICIDE	1,968.34
TREGARON HOMEOWNERS ASSOCIATION	PARTIAL REIMB FOR LANDSCAPE REIMB PER MOU FOR TREES- SHRUBS & MORE	3,000.00
		\$ 43,573.04

RECREATION

ALISON SHAW	REFUND FLAG FOOTBALL REGISTRATION	80.00
ALMA GOMEZ	REFUND FLAG FOOTBALL REGISTRATION	40.00
AMI MOORE	REFUND OF CANCELLED POOL PARTY	130.00
ANDREW STEINBACH	REFUND FLAG FOOTBALL REGISTRATION	80.00
B&D DIAMOND PRO	MOUND CLAY	128.00
BRENT BORCHERS	REFUND FLAG FOOTBALL REGISTRATION	80.00
BRIANA MOROZ	REFUND SOCCER REGISTRATION	40.00
CASSIE BARR	REFUND FLAG FOOTBALL REGISTRATION	40.00
CHRISTINA PALTANI	REFUND FLAG FOOTBALL REGISTRATION	40.00
CHRISTY COY	REFUND FLAG FOOTBALL REGISTRATION	40.00
COREY HANNAN	REFUND FLAG FOOTBALL REGISTRATION	40.00
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	88.39
CRYSTAL MEDUNA	REFUND FLAG FOOTBALL REGISTRATION	40.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	2,660.65
GINA VINCENT	REFUND FLAG FOOTBALL REGISTRATION	40.00
GREG BOSWORTH	REFUND FLAG FOOTBALL REGISTRATION	40.00
JEN OLIVER	REFUND FLAG FOOTBALL REGISTRATION	40.00
JENNIFER HUFF	REFUND FLAG FOOTBALL REGISTRATION	40.00

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RECREATION (cont'd)

JOHN RYDZYNSKI	2023 MEN'S SOFTBALL UMPIRING	60.00
METROPOLITAN UTILITIES DIST	2023/07/07-08/04 MONTHLY SERVICE	237.59
MIDWEST IMPRESSIONS	SOCCER JERSEYS	412.85
RACHAEL THOMPSON	REFUND FLAG FOOTBALL REGISTRATION	80.00
		<u>\$ 4,477.48</u>

FACILITY MAINTENANCE

ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING-EVIDENCE ROOM	800.00
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	418.97
CARPENTER PAPER CO	JANITORIAL SUPPLIES	934.31
DWAYNE NIELSEN	TOILET & FLOOR DRAIN BACKUP	250.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	10,725.87
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	617.00
GEARHART CONSTRUCTION & PLUMBING INC	WATER HYDRANT CONNECTION AT CEMETERY	9,220.00
HELM SERVICE	REPLACED TWO DAMPERS	324.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINT-PD, FLEET	2,971.26
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	237.57
KEN BROOKE ROOFING, INC	1912/1908 HANCOCK ST RE-ROOFING	27,989.00
MENARDS	SUPPLIES	27.59
METROPOLITAN UTILITIES DIST	2023/07/06-08/04 MONTHLY SERVICE	290.73
MMC MECHANICAL CONTRACTORS, INC	AC SERVICE-2ND FLR TRAINING ROOM, FRONT LOBBY, PUMPS DOWN	2,936.80
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	333.84
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,801.80
TRICO MECHANICAL SERVICES	A/C AT SENIOR CENTER	776.50
TRISTAR	WORK COMP CLAIMS JULY 2023	361.50
WESTLAKE ACE HARDWARE	CLOROX, OUTLET	24.96
		<u>\$ 62,071.70</u>

CEMETERY

COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	83.39
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	39.76
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	2,826.08
METROPOLITAN UTILITIES DIST	2023/07/08-08/04 MONTHLY SERVICE	97.76
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS, MEMORIAL BRICK	315.00
		<u>\$ 3,361.99</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-230102 2023 CONCRETE PROJECT	20,466.25
ALFRED BENESCH & COMPANY	BPW-230104 2023 OVERLAY PROJECTS	27,855.25
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	128.02
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/07/12-08/11	35.97
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	300.00
CONCRETE SUPPLY, INC	CONCRETE	27,404.88
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	274.17
DENNIS RUSH	REIMB CDL FEE	64.00
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU	239,023.82
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	42,924.36
HGM ASSOCIATES INC	BPW-211224 BRIDGE APPROACH REPLACEMENT THUR 2023/08/15	1,021.96
HGM ASSOCIATES INC	BPW-230105 PW BLDG RENOVATION THRU 2023/07/31	9,360.00
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMPR 2023 PLAN 2023/07/01-28	27,010.91
MARTIN ASPHALT	BULK OIL	240.00
MENARDS	LUMBER, MULCH, NAILS	197.38
METRO COUNT (USA)	FIGURE 8 ROAD CLEATS	116.00
METROPOLITAN UTILITIES DIST	2023/07/07-08/04 MONTHLY SERVICE	498.09
MICHAEL TODD & COMPANY	GALVANIZED U-CHANNEL POSTS, TRAFFIC CONES	4,502.35
MID-AMERICAN SIGNAL	CLICK 114 CARDS	2,874.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	36TH ST, N-370 - SHERIDAN RD	340,998.30
OLSSON ASSOCIATES	BPW-230612 HWY 370 SIGNAL TIMINGS THUR	26,845.81

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STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2023-06/20-07/19 MONTHLY SERVICE, STREET SERVICE	85,772.62
OMNI ENGINEERING	BPW-230104 OVERLAY PROJECTS	680,542.91
OMNI ENGINEERING	ASPHALT	3,099.85
READY MIXED CONCRETE COMPANY	CONCRETE	34,272.66
TRISTAR	WORK COMP CLAIMS JULY 2023	952.08
WILLIAM M BREWER	REIMB CDL FEE, MILEAGE	379.18
		<u>\$ 1,577,160.82</u>

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHT BAR AND SPEAKERS	5,473.36
AUTO BODY AUTHORITY	BODY WORK FOR PO403	2,997.70
AUTO VALUE PARTS - SOUTH OMAHA	SPARK PLUGS, REMAN STEERING PUMP	90.45
AUTOMOTIVE WAREHOUSE DIST, INC	1/2 HYD HOSE, SCRAPER, SEALS, PARTS	1,339.13
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	32.57
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/07/20-08/19	41.39
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	300.00
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	107.39
DANIELSON / TECH SUPPLY	TIRE LUBE PASTE	104.18
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	21,842.57
FACTORY MOTOR PARTS CO	WIRE ASY, OXYGEN SENSOR, WIPER BLADES	664.70
FORCE AMERICA DISTRIBUTING, LLC	CABLE, DUST CAPS	789.59
HENDERSON PRODUCTS, INC	SPINNER ARM MOUNTS, AIR CHAMBERS	434.05
HOSE & HANDLING, INC	3 WAY BALL VALVE FOR ST257	69.60
IDEAL PURE WATER COMPANY	BOTTLED WATER	107.50
IDENTIFIX INC	GOVERNMENT SUBSCRIPTION 2023/09/28-2024/9/28	1,428.00
KEYMASTERS OF GREATER OMAHA, INC	KEYS FOR ST344	55.00
MATHESON TRI-GAS INC	WELDING SUPPLIES - FAB SHOP	110.91
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	125.83
MIDLANDS PRINTING	BUSINESS CARDS - TODD JAROSZ	116.40
NAPA AUTO PARTS	PARTS, CABLE, WIRE, FILTERS, GLOVES, SOLENOID, PUMP PULLEY, V-BELTS, BATTERIES, SWAY BAR, ROTORS	2,918.26
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	PLOW BOLTS, FLANGE NUTS, TY-RAP	152.36
NMC GROUP, INC	RETAINERS	84.42
NORTH CENTRAL EMERGENCY VEHICLES	DOOR LOCK ACTUATOR, COILS, COMPRESSORS, CONTROL BOARD	3,515.51
ROGER'S TOWING	TOW CHARGE	100.00
SWAN ENGINEERING, LLC	O-RINGS AND SEALS FOR WW113	19.52
TY'S OUTDOOR POWER & SERVICE	WASHERS	21.00
UPS STORE	FREIGHT TO SEND BACK WRONG PARTS	28.66
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	411.12
		<u>\$ 43,481.17</u>

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JULY 2023	345,929.85
PAPILLION SANITATION	GLASS RECYCLING 2023-07/01-07/16	777.77
		<u>\$ 346,707.62</u>

PLANNING

AMERICAN PLANNING ASSOCIATION	APA MEMBERSHP 2023/10/01-2024/09/30	733.00
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	4.91
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	350.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	2,832.71
METROPOLITAN UTILITIES DIST	2023/07/06-08/07 MONTHLY SERVICE	1.58
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	229.76
		<u>\$ 4,151.96</u>

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	6.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	13,656.94
EVERLIGHT SOLAR	REFUND 80% OF CANCELLED PROJECT	450.00
METROPOLITAN UTILITIES DIST	2023/07/06-08/07 MONTHLY SERVICE	2.11
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	306.99
		<u>\$ 14,422.61</u>

MINUTE RECORD

CLAIMS FOR SEPTEMBER 5, 2023

PAGE 5

POLICE

ABM SUPPLY	AIR PAD SET, SWAT HELMETS	5,005.00
ACTION SIGNS	INSTALL GRAPHICS	159.87
ANDERSON FORD	2023 FORD F-150 VIN#1FTFW1E83PFC41894	41,484.00
ANDERSON FORD	2023 FORD F-150 VIN#1FTFW1E85PFC41900	41,484.00
A-RELIEF SERVICES	SERVICE AT GUN RANGE	136.00
AT&T MOBILITY	2023/06/22-07/21 MONTHLY SERVICE	1,613.43
ATHLETICO PHYSICAL THERAPY	POST OFFER SCREENING - NEW RECRUITS	150.00
AUTO BODY AUTHORITY	TOW SERVICE	250.00
BENEFIT PLANS	POLICE PENSION PLAN-AUGUST 2023-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	116.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	395.58
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	300.00
CITY OF OMAHA	FORENSIC SERVICES - Q1 & Q2/2023	1,650.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVAL	850.00
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	561.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	150,057.32
FEDERAL EXPRESS CORPORATION	SHIPPING	28.05
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FEE	50.00
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICES	400.00
GALL'S, LLC	BELT CLIP BADGE HOLDER	76.20
GREAT PLAINS UNIFORMS	EMBROIDERING, UNIFORMS TACTICAL VESTS	3,291.97
GRP & ASSOCIATES, INC	MEDICAL WASTE BOXES	52.00
HITOUCH BUSINESS SERVICES	COPIER PAPER	196.72
JACKSON SERVICES, INC	DOOR MAT SERVICE	157.97
JORDAN SPENCER	REIMB TRAINING EXPENSES	531.78
LOESS HILLS HARLEY-DAVIDSON	RIDING ACADEMY - LUDLOW	295.00
LP POLICE	LP POLICE PLAN FEE - JULY 2023	259.90
MENARDS	20" FLOOR FANS	343.10
METROPOLITAN UTILITIES DIST	2023/07/06-08/07 MONTHLY SERVICE	37.38
MICHAEL JARVIS	REIMB FOR WORK BOOTS	169.95
NICHOLAS GREINER	REIMB TRAINING EXPENSES	572.58
OFFUTT COLLISION REPAIR CENTER	BODY DAMAGE REPAIR - UNIT 637	6,586.63
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	5,440.25
ROGER'S TOWING	STORAGE AND TOW FEES - RANGE ROVER	1,725.00
SPARTAN NASH STORES, LLC	FOOD FOR MEETING	46.20
STOP STICK, LTD	STOP STICK KIT WITH STORAGE BAG	3,980.00
SUNSET LAW ENFORCEMENT, LTD	RIFFLE SUPPRESSORS	4,375.75
TIMOTHY MELVIN	REIMB TRAINING EXPENSES	324.50
TRISTAR	WORK COMP CLAIMS JULY 2023	6,491.86
TRI-TECH FORENSICS, INC	TAMPER EVIDENT EVIDENCE BAG	245.45
U.S. CELLULAR	2023/08/09-09/08 MONTHLY SERVICE	88.56
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	2,096.00
V & V MANUFACTURING	BADGE REPAIR	67.95
VERIZON WIRELESS	2023/06/24-07/23 MONTHLY SERVICE	1,120.28
VIRTRA INC	ANNUAL CONTRACT 2023/01/14-2024/01/13	33,529.90
WOODHOUSE PARTS DIRECT	KEY FOBS FOR MUSTANG-MACH E & EXPEDITION	999.96
		<u>\$ 326,612.01</u>

FIRE & RESCUE

AARON SPENCER	REIMBURSE PARAMEDIC TEST	300.00
AIRGAS USA, LLC	MEDICAL OXYGEN	316.52
ANN HICKS	REIMB FOR SERVICE	23.62
BLACK HILLS ENERGY	2023/06/28-07/31 MONTHLY SERVICE	116.75
BODY BASICS FITNESS EQUIPMENT	WORKOUT EQUIPMENT MAINT	500.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	8,286.46
CAPITAL CITY CONCEPTS, LLC	WAGE STUDY	600.00
CNA SURETY DIRECT BILL	NOTARY BOND- H ADDISON THRU 9/28/2027	40.00
CONNOR MCDONNELL	REIMBURSE PARAMEDIC TEST	300.00
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	214.78
CREIGHTON PARAMEDICINE EDUCATION	PARAMEDIC TUITION-G GUIDO	8,850.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	98,529.18
GREAT PLAINS UNIFORMS	UNIFORMS-7 EMP	2,261.95
HELENA GABO	REIMB FOR SERVICE	48.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINT-ALL DIST	7,274.94

MINUTE RECORD

CLAIMS FOR SEPTEMBER 5, 2023

PAGE 6

FIRE & RESCUE (cont'd)

LORI MITCHELL	REIMB FOR SERVICE	25.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	107.85
MENARDS	SUPPLIES, CLEANING SUPPLIES	342.35
METROPOLITAN UTILITIES DIST	2023/07/05-08/04 MONTHLY SERVICE	2,379.38
MONAGHAN CORPORATION	WASHER SOAP	1,194.23
NEBRASKA FURNITURE MART	DISHWASHER-DIST 3	589.00
NEBRASKA SECRETARY OF STATE	NOTARY RENEWAL FEE-H ADDISON	30.00
OMAHA PUBLIC POWER DISTRICT	2023-07/28 MONTHLY SERVICE	66.20
PK SAFETY SUPPLY	CO2 DETECTOR	198.00
RAPCO INDUSTRIES, INC	CARBIDE CHAINSAW BLADES	2,345.24
REBECCA HALL	REIMBURSEMENT FOR SERVICES	104.15
STERICYCLE	SHREDDING SERVICE	144.00
TED'S MOWER SALES & SERVICE	BLADE SHARPENING	79.50
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	109.50
TRAVELERS	AUTO LIABILITY CLAIM	8,262.92
TRISTAR	WORK COMP CLAIMS JULY 2023	31,791.20
WESTLAKE ACE HARDWARE	LUGGAGE LOCK, SILICON	37.17
WITMER PUBLIC SAFETY GROUP	SMOKE FLUID FOR TRAINING, SHIPPING	173.83
ZOLL DATA SYSTEMS INC	FRMS & RMS MAINTENANCE	3,990.51
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,381.80
		\$ 181,014.03

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2023/08/10 JULY ANB ACCT ANALYSIS CHARGE	563.96
CENTURY LINK	2023/07/04-08/03 MONTHLY SERVICE	911.40
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	281.98
HEARTLAND MARKETING & COMMUNICATIONS,	SOCIAL MEDIA MARKETING	4,321.16
METRO AREA TRANSIT	MAT SERVICE JUN 2023 - 2,186 MILES	5,741.00
PM AM CORPORATION	ALARM FEES - JULY 2023	2,795.00
		\$ 14,614.50

INFORMATION TECHNOLOGY

CITY OF OMAHA	2023 FIRE STATION ALERTING	6,000.00
DELL MARKETING L.P.	LAPTOP FOR IT	1,360.00
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	895.98
ONE CALL CONCEPTS	LOCATES FOR IT	1.98
SHI INTERNATIONAL CORP	VEEAM SOFTWARE & MAINTENANCE 2023/10/18 - 2024/10/17	3,082.47
		\$ 11,340.43

2206 LONGO DRIVE- NEW LIBRARY

ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2023/07/31	238,223.70
		\$ 238,223.70

WASTEWATER

AMERICAN NATIONAL BANK	2023/08/10 JULY ANB ACCT ANALYSIS CHARGE	51.65
AT&T MOBILITY	2023/08/08-09/07 MONTHLY SERVICE	673.25
BURRELL ENTERPRISES, LLC	SITE WORK - LINDA ST	7,840.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	59.64
CENTURY LINK	2023/08/04-09/03 MONTHLY SERVICE	250.28
CITY OF OMAHA	SEWER FEES-JUNE 2023	556,253.12
COX BUSINESS SERVICES	2023/08/01-08/31 MONTHLY SERVICE	303.39
ECHO GROUP, INC	CAMLOK CABLES	2,803.49
ELECTRIC PUMP	SERVICE CALL	833.35
ELLIOTT EQUIPMENT CO	VALVE AIR SOLENOID, SWIVELS	1,677.00
EMBRIS GROUP LLC	BLUFF STREET LIFT STATION FORCE MAIN	4,846.00
EMBRIS GROUP LLC	OLDE TOWNE CIPP REHABILITATION PACKAGE	6,210.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2023	16,363.63
GRAINGER	DIAPHRAGM PUMP	173.16
HANEY SHOE STORE	SAFETY BOOTS - D KRANEWSKI	200.00
HOA OPTIMIZATION & AUTOMATION SOLUTIONS,	SOLUTIONS FIELD LABOR, TECH LABOR	608.10

MINUTE RECORD

CLAIMS FOR SEPTEMBER 5, 2023

PAGE 7

WASTEWATER (cont'd)

KERSTEN PRECAST CONCRETE LLC	FLAT LID-OFFSET OPENING	530.00
METROPOLITAN UTILITIES DIST	2023/07/08-08/07 MONTHLY SERVICE	251.57
NAPA AUTO PARTS	PARTS, CONNECTORS, BULBS	61.76
POSM SOFT LLC	POSM PRO - 2023/10/26-2024/10/25 SUPPORT	2,000.00
RAILROAD MANAGEMENT CO	LICENSE FEES 2023/11/09-2024/11/08	1,945.33
RJN GROUP INC	BPW-221017 2023 FLOW METER PLANNING THRU 2023/06/30	10,649.25
RJN GROUP INC	BPW-221017 2023 FLOW METER PLANNING THRU 2023/07/28	1,315.00
RJN GROUP INC	BPW-221016 GIS GAP ANALYSIS THRU	1,482.50
UNITED RENTALS (NORTH AMERICA), INC	FIN BOARD, VSHORE RENTAL	2,418.00
		<u>\$ 619,799.47</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-2023/07/01-31	4,182.50
		<u>\$ 4,182.50</u>

FEDERAL FORFEITURES

911 CUSTOM, LLC	EMERGENCY LIGHTS AND SIREN	3,403.75
VERIZON WIRELESS	2023/06/22-07/21	495.61
		<u>\$ 3,899.36</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 147 GORB's 2018 \$935K (ANNEXED 5/2/19)	70,000.00
UMB BANK - TRUST OPERATIONS	SID 147 GORB's 2018 \$935K (ANNEXED 5/2/19)	11,230.00
UMB BANK - TRUST OPERATIONS	SID 265 GORB's 2018 \$1,400MM (WILLIAMSBURG ANNEXED 10/1/19)	65,000.00
UMB BANK - TRUST OPERATIONS	SID 265 GORB's 2018 \$1,400MM (WILLIAMSBURG ANNEXED 10/1/19)	19,048.75
		<u>\$ 165,278.75</u>

TOTAL CLAIMS FOR SEPTEMBER 5, 2023 \$ 3,759,899.74

TOTAL PAYROLL FOR AUGUST 18, 2023 \$ 1,537,786.41



***8a.
9/5/2023**

City of Bellevue
Office of the Mayor
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3022

Memo

To: Council President Paul Cook & Council members

From: Mayor Rusty Hike

Date: Sept 1, 2023

Subject: Reappointment Building Board of Review

Please consider the following for reappointment to the Building Board of Review he will serve a five (5) year term ending July 2028.

Terry Veylupek
10612 S 36th St
Bellevue, NE 68123
402-669-8100

9a.
9/5/2023



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Judith Mansisidor

Address: 13804 Tregaron Drive 68123

Telephone Number: (402) 541-8074 Email Address: judyrizzo@yahoo.com

Date Submitted: 9/16/23 Date of Requested City Council Meeting: late sep/oct

Description of Requested Topic: I am collecting specific cost info.

I would like to address the city council with a specific plan to have a Safe Haven Baby Box in the city of Bellevue. I would like to present specific costs and possible locations. Most importantly, I will present actual numbers of babies saved in cities that have Safe Haven Baby Boxes.

For Office Use Only:

Date of City Council Meeting: 9/5/23 Applicant Contacted: 9/5/23 email

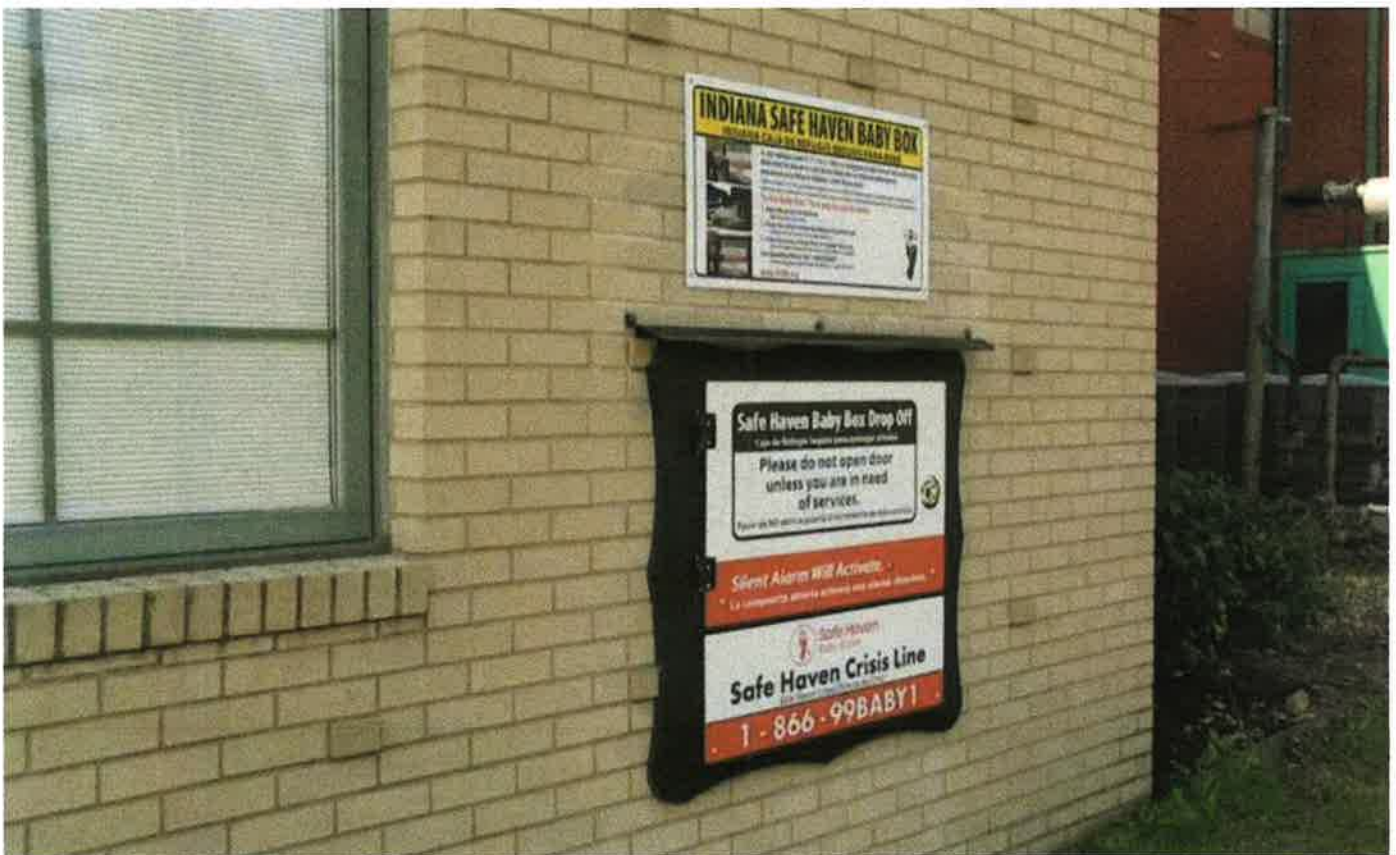
see attached articles (2)

RECEIVED
AUG 16 2023
CITY CLERK

NEWS

Fourth newborn saved by Safe Haven Baby Box at Indiana fire station

'We know this baby was loved immeasurably by the birth mother who placed her baby knowing that the infant would be cared for quickly.'



video screenshot

Calvin Freiburger

Tue Aug 15, 2023 - 12:52 pm EDT

Listen to this article



0:00 / 3:05 1X

CARMEL, Indiana ([LifeSiteNews](#)) — A fourth baby has been given a chance at a loving home thanks to the installation of a Safe Haven Baby Box at Carmel Fire Station in Indiana.

Safe Haven Baby Boxes are designed for mothers to securely and anonymously deliver babies to a safe place where they will be taken by professionals for care and placement with a willing family. They are equipped with heating, cooling, and a silent alarm to ensure a baby is attended to shortly after placement. Once a baby is placed in a box, it then locks on the outside so passersby cannot take or harm him or her.

While the exact details vary, each state has a safe haven law under which mothers who have decided they are unwilling or unable to raise their babies can leave them at certain locations, such as fire stations, hospitals, or police stations, without fear of legal punishment.

Live Action [reports](#) that Carmel Fire Chief David Haboush said the department was “honored to be entrusted” with the child, and “applaud[s] this mother for having the courage and love to surrender her baby into a safe and secure environment.”

Fox 59 [adds](#) that more than 100 such boxes have been installed throughout Indiana since 2017. [Under Indiana’s safe haven law](#), mothers can surrender their infants to a designated medical or emergency professional (doctors, nurses, paramedics, firefighters, police officers) without submitting any personal information about themselves as long as there are no signs the child has been abused.

“It is such a joy to have a station that is so enthusiastic about our mission and program. They have warmly and lovingly received three babies previously at this location,” said Monica Kelsey, founder of the Safe Haven Baby Box program. “We know this baby was loved immeasurably by the birth mother who placed her baby knowing that the infant would be cared for quickly. While we know this isn’t ideal circumstances, we know that this infant will soon be adopted by a family who has anxiously awaited this opportunity.”

The option of safe havens undercuts some of the most commonly invoked rationalizations for abortion: the difficulty, expense, and career or educational impact of raising a child. They, along with [adoption/foster services](#) and [crisis pregnancy centers](#), remain as vital to pro-life efforts as ever now that abortion may be directly prohibited. [Fourteen states](#) currently ban all or most abortions, with available data so far [indicating](#) those states could effectively wipe out an estimated 200,000 abortions a year.

More information about Safe Haven Baby Boxes, including their exact locations across America, can be found at the [organization's website](#). More information about safe haven laws, resources, and other types of safe haven locations can be found at the [website of the National Safe Haven Alliance](#).

TOPICS

[Abortion](#) [Culture of Life](#)

TAGGED AS

[Abortion Alternatives](#) [Adoption](#) [carmel](#) [carmel fire station](#) [child abandonment](#) [child protection](#)
[Culture Of Life](#) [Indiana](#) [mother's choice](#) [Pro-life](#) [Safe Haven baby box](#) [Safe Haven Baby Boxes](#)
[safe haven law](#) [Safe Haven Laws](#)

NEWS

Third Kentucky newborn saved by Safe Haven Baby Box this year

Safe haven laws and baby boxes give mothers an alternative to abortion.



Safe Haven Baby Box

Facebook

Calvin Freiburger

Wed Aug 2, 2023 - 3:50 pm EDT

Listen to this article



0:00 / 3:17 1X

BOWLING GREEN, Kentucky ([LifeSiteNews](#)) – Last week saw 2023’s second use of a Safe Haven Baby Box in Bowling Green, Kentucky, and its third use statewide, to give an infant who might otherwise have been aborted guaranteed care and a chance at being placed with a new, loving family.

Live Action [reported](#) that less than four minutes after being placed in the box, the child was found by first responders, taken to a local hospital, and determined to be healthy.

Safe Haven Baby Boxes are designed for mothers to securely and anonymously deliver babies to a safe place such as a fire station, where they will be taken by professionals for care and placement with a willing family. They are equipped with heating, cooling, and a silent alarm for medical attention. Once a baby is placed in a box, it then locks on the outside so passersby cannot take or harm him or her.

While the exact details vary, each state has a safe haven law under which mothers who have decided they are unwilling or unable to raise their babies can leave them at certain locations, such as fire stations, hospitals, or police stations, without fear of legal punishment.

The Kentucky Safe Infants Act [allows](#) parents to surrender infants younger than 30 days old to a safe haven, no questions asked. Approved safe havens include hospital emergency rooms, police stations, fire houses, and participating houses of worship. Emergency medical services providers may also take surrendered infants.

Children placed in a Baby Box are generally adopted within the next 30-45 days.

“Kentucky has made anonymous surrender a priority through our program and has seen the benefit of being prepared to serve the vulnerable,” Safe Haven Baby Box founder Monica Kelsey said. “We are thankful for the birth mother who loved her infant and we know that this baby will quickly be adopted by a family who has been eagerly awaiting this call. It is turning a tough situation into a beautiful family. We truly are changing the narrative on safe surrender.”

The option of safe havens undercuts some of the most commonly invoked rationalizations for abortion: the difficulty, expense, and career or educational impact of raising a child. They, along with [adoption services](#) and the work of [crisis pregnancy centers](#), remain as vital to pro-life efforts as ever now that abortion may be directly prohibited. [Fourteen states](#) currently ban all or most abortions, with available data so far [indicating](#) those states could effectively wipe out an estimated 200,000 abortions a year.

More information about Safe Haven Baby Boxes, including their exact locations across America, can be found at the [organization's website](#). More information about safe haven laws, resources, and other types of safe haven locations can be found at the [website of the National Safe Haven Alliance](#).

1 million names against abortion ***Join us in urging the Supreme Court to stop the killing***

TOPICS

[Abortion](#) [Adoption](#) [Culture of Life](#) [Politics - U.S.](#)

TAGGED AS

[Abortion Alternatives](#) [Adoption](#) [Bowling Green](#) [Culture Of Life](#) [Kentucky](#) [Safe Haven baby box](#)
[Safe Havens](#) [save haven laws](#)

9b.
9/5/2023



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION
FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Steve Spurgeon

Address: 2006 Virginia Ave Bellevue NE 68005

Telephone Number: 402 208 0171 Email Address: stevespurgensr@gmail.com

Date Submitted: 8/29/2023 Date of Requested City Council Meeting: 9/4/2023

Description of Requested Topic:

I would like to have an opportunity to acknowledge and thank publicly Kathy Welch and the city council for their work to address the issue of concern I presented to the council last year on 9/20/2022. 2 more stop signs were installed today making the intersection of concern a 4 way stop!

For Office Use Only:

Date of City Council Meeting: 9/5/23

Applicant Contacted: 9/5/23 email

RECEIVED
AUG 29 2023
CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
9/5/2023

COUNCIL MEETING DATE: 09/05/2023		SUBMITTED BY: Budget Task Force	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Administration's Draft 2023-2024 Budget (Fiscal Year Ending September 30, 2024).

SYNOPSIS/BACKGROUND:
This budget proposes appropriating expenditures of \$155.6 million in fiscal year 2023-24. This is an increase of \$46.2 million from the 2022-23 budgeted expenditures (due primarily to the increased capital improvements of \$42.4 million).
This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.
2023-2024 Budgeted Resources Available (Revenues and Cash Balances) of \$179,999,192 and Expenditures of \$155,630,092 leave a cash balance of \$24,369,100, a decrease of \$3,000,000 in cash reserves.

FISCAL IMPACT: (\$3,000,000.00) BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: FYE 2024 BUDGET

START DATE: 10/01/2023 END DATE: 09/30/2024 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:
Conduct the 2nd reading of Ordinance #4127 and open the public hearing. No other action.

ATTACHMENTS:

1. Budget Ordinance #4127
2. Budget Tax Request Resolution 2023-24
3. Budget Highlights-Discussion Slides
4. State Budget Forms
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Bellevue Annual Budget

Fiscal Year Ending September 30, 2024

Preliminary Draft

**City of Bellevue
Fund Balance Cash Roll-Forward
2023-24 Annual Budget**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Fund Balance (Cash) at 09-30-22	\$ 41,410,223.13	\$ 23,821,655.72	\$ 5,364,877.70	\$ 4,252,534.55	\$ 594,977.16	\$ 204,750.40	\$ 87,908.04	\$ 7,083,519.56
Forecast Revenues	\$ 92,044,176.27	\$ 70,094,154.10	\$ 13,701,922.81	\$ 1,059,111.36	\$ 785,342.16	\$ 1,084,259.43	\$ 108,742.47	\$ 5,210,643.94
Forecast Expenditures	\$ 106,085,299.46	\$ 81,653,148.08	\$ 13,887,698.17	\$ 1,158,887.07	\$ 768,113.55	\$ 1,252,339.20	\$ 74,747.26	\$ 7,290,366.13
<i>Rounding</i>	-							
Forecast Net increase / (decrease)	\$ (14,041,123.19)	\$ (11,558,993.98)	\$ (185,775.36)	\$ (99,775.71)	\$ 17,228.61	\$ (168,079.77)	\$ 33,995.21	\$ (2,079,722.19)
<i>Rounding</i>								
Forecasted Fund Balance (Cash) at 09-30-23	\$ 27,369,099.94	\$ 12,262,661.74	\$ 5,179,102.34	\$ 4,152,758.84	\$ 612,205.77	\$ 36,670.63	\$ 121,903.25	\$ 5,003,797.37
Budgeted Revenues	\$ 152,630,091.96	\$ 125,963,130.36	\$ 15,348,489.61	\$ 1,120,900.00	\$ 786,000.00	\$ 1,046,616.78	\$ 109,361.00	\$ 8,255,594.21
Budgeted Expenditures	\$ 155,630,091.96	\$ 129,463,130.36	\$ 14,848,489.61	\$ 1,120,900.00	\$ 786,000.00	\$ 1,046,616.78	\$ 109,361.00	\$ 8,255,594.21
<i>Rounding</i>		-	-	-	-	-	-	-
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	\$ (3,500,000.00)	\$ 500,000.00	-	-	-	-	-
<i>Rounding</i>								
Budgeted Fund Balance (Cash) at 09-30-24	\$ 24,369,099.94	\$ 8,762,661.74	\$ 5,679,102.34	\$ 4,152,758.84	\$ 612,205.77	\$ 36,670.63	\$ 121,903.25	\$ 5,003,797.37
% increase / decrease in cash								
9/30/24 vs 9/30/22	(41.2%)	(63.2%)	5.9%	(2.3%)	2.9%	(82.1%)	38.7%	(29.4%)
9/30/24 vs 9/30/23	(11.0%)	(28.5%)	9.7%	-	-	-	-	-

**City of Bellevue
2023-24 Annual Budget
Bonded Indebtedness**

Preliminary Draft

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-22	\$ 74,605,000	1.50%	\$ 13,195,000	\$ 1,670,000	\$ 59,740,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (980,000)	\$ (260,000)	\$ (4,180,000)	
New Debt Issued	-		\$ -	\$ -		
Ending Bonded Indebtedness at 09-30-23	69,185,000	1.23%	\$ 12,215,000	\$ 1,410,000	\$ 55,560,000	0.98%
Principal Payments During Year	(5,275,000)		\$ (1,015,000)	\$ (265,000)	\$ (3,995,000)	
New Debt To Be Issued	50,000,000		\$ -	\$ 2,600,000	\$ 47,400,000	
Ending Bonded Indebtedness at 09-30-24	\$ 113,910,000	2.02%	\$ 11,200,000	\$ 3,745,000	\$ 98,965,000	1.75%
Valuation: \$5,641,784,000						

Budgeted Cash Balances (unrestricted) at 09-30-24

7,677,501

\$5,679,102

Cash / Debt Principal at 09-30-24

152%

Cash Balances / FYE2023 Debt Service

19.7

Debt Service Coverage Ratio

1.52

FYE2020 FS Calc

2.8

City of Bellevue
Statement of Revenues and Expenditures All Funds
2023-24 Annual Budget

All Funds

Preliminary Draft

	2022-23		2023-24				
	9+3		2022-23 Fcst vs. 2023-24 Bud			2022-23 Bud vs. 2023-24 Bud	
	Forecast 2022-23	Budget 2022-23	Budget 2023-24	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	\$ 22,488,724	\$ 33,612,969	\$ 37,255,139	\$ 14,766,415	65.7%	\$ 3,642,170	10.8%
Sales Taxes	15,974,523	17,362,500	18,105,500	2,130,977	13.3%	743,000	4.3%
Occupation/Business Taxes	1,801,085	1,668,133	1,605,133	(195,952)	(10.9%)	(63,000)	(3.8%)
State Aid/Payments	8,135,776	8,716,334	9,459,238	1,323,462	16.3%	742,904	8.5%
Fees, Permits and Licenses	22,211,088	21,760,533	23,092,677	881,589	4.0%	1,332,143	6.1%
Grants and Other Cost Sharing	8,848,902	8,295,739	8,751,839	(97,064)	(1.1%)	456,100	5.5%
Other Revenues	1,313,587	2,048,393	1,887,606	574,018	43.7%	(160,787)	(7.8%)
Other Bond & Lease Proceeds	10,073,491	11,826,760	51,265,961	41,192,470	408.9%	39,439,201	333.5%
Transfers (Revenue)	1,197,000	1,197,000	1,207,000	10,000	0.8%	10,000	0.8%
Total Revenue	<u>92,044,176</u>	<u>106,488,361</u>	<u>152,630,092</u>	<u>60,585,916</u>	<u>65.8%</u>	<u>46,141,731</u>	<u>43.3%</u>
Expenditures							
Salaries & Wages							
Base Pay	25,911,844	28,532,357	29,502,565	3,590,722	13.9%	970,208	3.4%
Overtime	602,970	421,687	379,255	(223,715)	(37.1%)	(42,432)	(10.1%)
Added Pay	3,099,539	1,940,310	460,055	(2,639,484)	(85.2%)	(1,480,255)	(76.3%)
Non Recurring Pay	548,616	429,821	2,017,974	1,469,358	267.8%	1,588,153	369.5%
Reimbursements	(337,192)	(205,708)	-	337,192	100.0%	205,708	100.0%
Total Salaries & Wages	<u>29,825,778</u>	<u>31,118,467</u>	<u>32,359,849</u>	<u>2,534,071</u>	<u>8.5%</u>	<u>1,241,383</u>	<u>4.0%</u>
Fringe Benefits							
Employer Payroll Taxes	2,092,290	2,296,750	2,331,098	238,808	11.4%	34,348	1.5%
Pension and Retirement	4,396,667	3,885,551	3,792,768	(603,899)	(13.7%)	(92,783)	(2.4%)
Health and Benefit Insurance	4,872,477	5,191,251	5,874,978	1,002,501	20.6%	683,727	13.2%
Total Fringe Benefits	<u>11,361,435</u>	<u>11,373,553</u>	<u>11,998,845</u>	<u>637,410</u>	<u>5.6%</u>	<u>625,292</u>	<u>5.5%</u>
Total Personnel	<u>41,187,213</u>	<u>42,492,020</u>	<u>44,358,694</u>	<u>3,171,481</u>	<u>7.7%</u>	<u>1,866,674</u>	<u>4.4%</u>
Department Expenditures							
Total Operational	<u>66,521,500</u>	<u>68,874,114</u>	<u>72,532,897</u>	<u>6,011,397</u>	<u>9.0%</u>	<u>3,658,783</u>	<u>5.3%</u>
Capital Expenditures	29,449,955	30,216,600	72,574,000	43,124,045	146.4%	42,357,400	140.2%
Other Expenditures							
Capital Leases	230,077	230,077	107,815	(122,262)	(53.1%)	(122,262)	(53.1%)
All Other	8,801,812	8,970,570	9,208,380	406,568	4.6%	237,810	2.7%
Total Other Expenditures	<u>9,031,889</u>	<u>9,200,647</u>	<u>9,316,195</u>	<u>284,306</u>	<u>3.1%</u>	<u>115,548</u>	<u>1.3%</u>
Transfers (Expenditures)	1,081,955	1,197,000	1,207,000	125,045	11.6%	10,000	0.8%
Total Expenditures	<u>106,085,299</u>	<u>109,488,361</u>	<u>155,630,092</u>	<u>49,544,793</u>	<u>46.7%</u>	<u>46,141,731</u>	<u>42.1%</u>
Net Revenues / (Expenditures)	<u>\$ (14,041,123)</u>	<u>\$ (3,000,000)</u>	<u>(3,000,000)</u>	<u>\$ 11,041,123</u>		<u>-</u>	
Fund Balance-Beginning							
Cash	\$ 41,410,223	\$ 35,540,211	\$ 26,733,285	\$ (14,676,938)		\$ (8,806,926)	
Non-Cash			\$ 635,815	\$ 635,815		\$ 635,815	
Total Fund Balance-Beginning	<u>\$ 41,410,223</u>	<u>\$ 35,540,211</u>	<u>\$ 27,369,100</u>	<u>\$ (14,041,123)</u>		<u>\$ (8,171,111)</u>	
Fund Balance-Ending							
Cash	\$ 27,369,100	\$ 32,540,211	\$ 23,733,285	\$ (3,635,815)		\$ (8,806,926)	
Non-Cash	635,815	-	635,815	635,815		635,815	
Total Fund Balance-Ending	<u>\$ 27,369,100</u>	<u>\$ 32,540,211</u>	<u>\$ 24,369,100</u>	<u>\$ (3,000,000)</u>		<u>\$ (8,171,111)</u>	
25% of Exp			38,907,523				

City of Bellevue
Statement of Revenues and Expenditures All Funds
2023-24 Annual Budget
Preliminary Draft

	Total Budget All Funds	Gen Fund & All Other Funds		F60	F50	F95		F55	F80 & F81	F20
		Operational Budget	Capital Budget	Community Development (CDBG)	Community Betterment (Keno)	Debt Service	Refundings	Economic Development	Police Funds	Wastewater
Operating Revenues										
Property Taxes	37,255,139.07	29,237,944.86		-	-	8,017,194.21		-	-	-
Sales Taxes	18,105,500.00	18,105,500.00		-	-	-		-	-	-
Occupation/Business Taxes	1,605,133.20	1,605,133.20		-	-	-		-	-	-
State Aid/Payments	9,459,237.63	9,459,237.63		-	-	-		-	-	-
Fees, Permits and Licenses	23,092,676.58	10,451,813.87		-	-	-		-	53,000.00	12,587,862.71
Other Revenues	3,880,844.48	1,658,700.80		1,046,616.78	1,120,900.00	-		36,000.00	-	18,626.90
Total Operating Revenue	93,398,530.96	70,518,330.36	-	1,046,616.78	1,120,900.00	8,017,194.21	-	36,000.00	53,000.00	12,606,489.61
Operating Expenditures										
Salaries & Wages	32,359,849.21	31,470,675.21								889,174.00
Fringe Benefits	11,998,844.67	11,679,759.42								319,085.25
Total Personnel	44,358,693.88	43,150,434.63								1,208,259.25
Department Expenditures	29,123,416.59	18,829,823.61		1,046,616.78	365,900.00	370,075.26		31,000.00	109,361.00	8,370,639.94
Capital Leases	107,815.44	107,815.44								-
Total Operational Expenditures	73,589,925.91	62,088,073.68	-	1,046,616.78	365,900.00	370,075.26	-	31,000.00	109,361.00	9,578,899.19
Other Expenditures										
All Other										
Bond Principal & Interest & Fees	6,947,011.84	822,865.08				5,820,036.76				304,110.00
All Other	89,054.21	251.60				83,322.19		5,000.00	-	480.42
Total Other Expenditures	7,036,066.05	823,116.68	-			5,903,358.95	-	5,000.00	-	304,590.42
CapEx Funded by Operations	14,974,200.00	12,139,200.00						750,000.00		2,085,000.00
Transfers In & Out										
Transfers (Revenue)	1,207,000.00	445,000.00		-	-	-		750,000.00	-	12,000.00
Transfers (Expenditures)	1,207,000.00	(810,160.00)		-	755,000.00	982,160.00		-	-	280,000.00
Total Net Transfers	-	1,255,160.00	-		(755,000.00)	(982,160.00)	-	750,000.00	-	(268,000.00)
Operating Net Revenues	(2,201,661.00)	(3,276,900.00)	-	-	-	761,600.00	-	-	(56,361.00)	370,000.00
Other Uses of Funds										
Refunding Bond Principal & Interest	1,000,000.00	-					1,000,000.00			
Bond Issue Fees	223,100.00	223,100.00								
Capital Expenditures										
Funded by Comm. Bett.	-									
CapEx Funded by Outside Agencies	7,599,800.00		7,599,800.00							
Funded by Loan	-									
CapEx Funded by Bonding	50,000,000.00		47,400,000.00							2,600,000.00
Total Capital Expenditures	57,599,800.00		54,999,800.00							2,600,000.00
Total Other Uses of Funds	58,822,900.00	223,100.00	54,999,800.00				1,000,000.00			2,600,000.00
Other Sources of Funds										
Grants and Other Cost Sharing	7,656,100.00	-	7,599,800.00						56,300.00	-
Other Bond & Lease Proceeds	50,368,461.00	-	47,400,000.00			238,400.00			61.00	2,730,000.00
Total Other Sources of Funds	58,024,561.00	-	54,999,800.00			238,400.00			56,361.00	2,730,000.00
Annexation Revenue	-									
Annexation Expenditures	-									
Net Annexation Revenues	-									
Total Revenues	152,630,091.96	70,963,330.36	54,999,800.00	1,046,616.78	1,120,900.00	8,255,594.21	-	786,000.00	109,361.00	15,348,489.61
Total Expenditures	155,630,091.96	74,463,330.36	54,999,800.00	1,046,616.78	1,120,900.00	7,255,594.21	1,000,000.00	786,000.00	109,361.00	14,848,489.61
Net Revenues / (Expenditures)	(3,000,000.00)	(3,500,000.00)	-	-	-	1,000,000.00	(1,000,000.00)	-	-	500,000.00
	(3,000,000.00)	-\$3,500,000.00	-	-	-	\$0.00	-	-	-	500,000.00

City of Bellevue
Expenditure Categories and Net Revenue by Responsibility
2023-24 Annual Budget

<u>Fund</u>	<u>Responsibility</u>	Personnel	Departmental	Other	Operating	Capital Spending	Transfers Out	Expenditures	Transfers In	Revenues	Net Revenues
General Fund	Mayor and City Council	\$ 140,391	\$ 24,162	\$ -	\$ 164,552	\$ -	\$ -	\$ 164,552	\$ -	\$ -	\$ (164,552)
	City Administrator	6,173,862	3,808,349	884,328	\$ 10,866,539	3,416,000	0	\$ 14,282,539	445,000	50,511,246	\$ 36,228,707
	Police Chief	18,061,746	2,017,624	0	\$ 20,079,370	300,000	0	\$ 20,379,370	0	171,700	\$ (20,207,670)
	Fire Chief	11,361,141	2,020,881	0	\$ 13,382,022	685,000	0	\$ 14,067,022	0	2,477,884	\$ (11,589,138)
	Public Works Director	7,413,295	10,009,594	1,218,918	\$ 18,641,807	62,738,000	(810,160)	\$ 80,569,647	0	72,802,301	\$ (7,767,346)
	Total General Fund	43,150,435	17,880,610	2,103,246	63,134,290	67,139,000	(810,160)	129,463,130	445,000	125,963,130	(3,500,000)
Other Funds:											
Wastewater	Public Works Director	\$ 1,208,259	\$ 8,370,640	\$ 304,590	\$ 9,883,490	\$ 4,685,000	\$ 280,000	\$ 14,848,490	\$ 12,000	\$ 15,348,490	\$ 500,000
Law Enforcement Trust	Police Chief	\$ -	\$ 56,361	\$ -	\$ 56,361	\$ -	\$ -	\$ 56,361	\$ -	\$ 56,361	\$ -
Federal Forfeitures	Police Chief	\$ -	\$ 53,000	\$ -	\$ 53,000	\$ -	\$ -	\$ 53,000	\$ -	\$ 53,000	\$ -
Community Betterment	Mayor and City Council	\$ -	\$ 365,900	\$ -	\$ 365,900	\$ -	\$ 755,000	\$ 1,120,900	\$ -	\$ 1,120,900	\$ -
Economic Development	Mayor and City Council	\$ -	\$ 31,000	\$ 5,000	\$ 36,000	\$ 750,000	\$ -	\$ 786,000	\$ 750,000	\$ 786,000	\$ -
Community Developmer	Mayor and City Council	\$ -	\$ 1,046,617	\$ -	\$ 1,046,617	\$ -	\$ -	\$ 1,046,617	\$ -	\$ 1,046,617	\$ -
G.O. Bonds	Mayor and City Council	\$ -	\$ 370,075	\$ 6,903,359	\$ 7,273,434	\$ -	\$ 982,160	\$ 8,255,594	\$ -	\$ 8,255,594	\$ -
	Total for City	\$ 44,358,694	\$ 28,174,203	\$ 9,316,195	\$ 81,849,092	\$ 72,574,000	\$ 1,207,000	\$ 155,630,092	\$ 1,207,000	\$ 152,630,092	\$ (3,000,000)

**City of Bellevue
Capital Expenditures and Funding
2023-24 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Cap Imp NE Budget >\$49,999.99</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
40 - 2206 Longo Dr.	7030 Facilities Improvements	LI 24(1)	Yes (Col. B)	Library Renovation Project - 2206 Longo Drive	\$ 3,200,000	Old Library Sale		0	\$ 3,200,000	\$ -
					\$ 3,200,000			\$ -	\$ 3,200,000	\$ -
08 - Admin Services	7110 Lease/Purchase - Vehicles	AS 24(1)	Yes (Col. B)	Mini-bus replacement (2 Vans)	\$ 156,000	MAPA	80.0%	\$ 124,800	\$ 31,200	\$ -
					\$ 156,000			\$ 124,800	\$ 31,200	\$ -
10 - Public Works	7100 Lease/Purchase - Equipment	PW 24(1)	Yes (Col. B)	Replace/Upgrade GPS Unit	\$ 50,000	\$ -		\$ -	\$ 50,000	\$ -
10 - Public Works	7110 Lease/Purchase - Vehicles	PW 24(2)	Yes (Col. B)	Replace Dept Explorer with Full Size PU	\$ 70,000	\$ -		\$ -	\$ 70,000	\$ -
10 - Public Works	7020 Right of Way Improvements	PW 24(3)	Yes (Col. B)	MUD water main Extension	\$ 18,000,000	\$ -		\$ -	\$ 18,000,000	\$ 18,000,000
10 - Public Works	7030 Facilities Improvements	PW 24(4)	Yes (Col. B)	Public Works Maintenance Facility (Design & Construction)	\$ 5,800,000	\$ -		\$ -	\$ 5,800,000	\$ 5,000,000
10 - Public Works	7020 Right of Way Improvements	PW 24(5)	Yes (Col. B)	Metro Transit InterModel Study-Fort Crook Road	\$ 115,000	MAPA		\$ 90,000	\$ 25,000	\$ -
10 - Public Works	7040 Park Improvement	PW 24(6)	Yes (Col. B)	American Heroes Park Amphitheater(Engineering & Construction)	\$ 650,000	\$ -		\$ -	\$ 650,000	\$ -
10 - Public Works	7040 Park Improvement	PW 24(7)	Yes (Col. B)	Hayworth Park Drainage Ditch (Engineering & Construction)	\$ 700,000	\$ -		\$ -	\$ 700,000	\$ -
10 - Public Works	7020 Right of Way Improvements	PW 24(8)	Yes (Col. B)	Entertainment District (Engineering & Contrsuction)	\$ 5,000,000	\$ -		\$ -	\$ 5,000,000	\$ 5,000,000
					\$ 30,385,000			\$ 90,000	\$ 30,295,000	\$ 28,000,000
11 - Parks	7040 Park Improvement	PK24(1)	Yes (Col. B)	Bike/Hike Trail Renovations-Banner Park & College Heights	\$ 325,000			\$ -	\$ 325,000	\$ -
11 - Parks	7040 Park Improvement	PK24(2)	Yes (Col. B)	New Playground Equipment & Shelter (Everett Park),Shelter (Swanson) RR-(Stonecroft)	\$ 2,050,000			\$ -	\$ 2,050,000	\$ -
11 - Parks	7040 Park Improvement	PK24(3)	Yes (Col. B)	Vehicles and Equipment (1-Chipper F-550 Outfitted)	\$ 60,000			\$ -	\$ 60,000	\$ -
11 - Parks	7040 Park Improvement	PK24(4)	Yes (Col. B)	Ballfield Light Fixtures	\$ 200,000			\$ -	\$ 200,000	\$ -
					\$ 2,635,000			\$ -	\$ 2,635,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(1)	Yes (Col. B)	Replacement Windows-Dist 3 Fire Station #7040	\$ 120,000			\$ -	\$ 120,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(2)	Yes (Col. B)	Replace Restroom Building in Washington Park	\$ 250,000			\$ -	\$ 250,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(3)	Yes (Col. B)	Replace 4 Heat Pumps in 1510 Wall St	\$ 50,000			\$ -	\$ 50,000	\$ -
					\$ 420,000			\$ -	\$ 420,000	\$ -
14 - Cemetery	7040 Park Improvement	CE24(1)		Front Entryway retaining wall project	\$ 60,000			\$ -	\$ 60,000	\$ -
					\$ 60,000			\$ -	\$ 60,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	Ford F350 crew cab FWD Diesel standard Package	\$ 75,000			\$ -	\$ 75,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	Ford F250 standard cab FWD Diesel standard Package	\$ 65,000			\$ -	\$ 65,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	4-18,500 lb. Steril Koni wireless mobile equipment/vehicle heavy-duty lifts - 4 x \$18,000 ea.	\$ 72,000			\$ -	\$ 72,000	\$ -
					\$ 212,000			\$ -	\$ 212,000	\$ -
19 - Permits and Inspections	7110 Lease/Purchase - Vehicles	PI 24(1)	Yes (Col. B)	2024 Ford Explorer (replace 2013 Explorer)	\$ 60,000			\$ -	\$ 60,000	\$ -
					\$ 60,000			\$ -	\$ 60,000	\$ -

City of Bellevue Capital Expenditures and Funding 2023-24 Budget

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Cap Imp NE Budget >\$49,999.99</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
15 - Streets	7010 Street Improvements	ST 24(1)	Yes (Col. B)	ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	\$ 1,415,000	A/C NDOT	0.0%	\$ -	\$ 1,415,000	\$ 1,415,000
15 - Streets	7010 Street Improvements	ST 24(2)	Yes (Col. B)	ST 24(2) Concrete Projects	\$ 2,540,000		0.0%	\$ -	\$ 2,540,000	\$ 2,540,000
15 - Streets	7010 Street Improvements	ST 24(3)	Yes (Col. B)	ST 24(3) 2024 Overlay Projects	\$ 1,730,000		0.0%	\$ -	\$ 1,730,000	\$ 1,500,000
15 - Streets	7010 Street Improvements	ST 24(4)	Yes (Col. B)	ST 24(4) 2024 Reconstruction Projects	\$ 11,854,000	Developer	12.4%	\$ 1,465,000	\$ 10,389,000	\$ 10,000,000
15 - Streets	7010 Street Improvements	ST 24(5)	Yes (Col. B)	ST 24(5) South 36th Street-Sheridan Rd to Platteview	\$ 4,500,000	NDOT	80.0%	\$ 3,600,000	\$ 900,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(6)	Yes (Col. B)	ST 24(6) Bridge Repairs	\$ 3,025,000	NDOT	65.5%	\$ 1,980,000	\$ 1,045,000	\$ 1,045,000
15 - Streets	7010 Street Improvements	ST 24(7)	Yes (Col. B)	ST 24(7) Drainage Improvements	\$ 2,250,000	NRD	15.1%	\$ 340,000	\$ 1,910,000	\$ 1,900,000
15 - Streets	7010 Street Improvements	ST 24(8)	Yes (Col. B)	ST 24(9) Facilities	\$ 315,000		0.0%	\$ -	\$ 315,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(9)	Yes (Col. B)	ST 24(10) Road Construction	\$ 210,000		0.0%	\$ -	\$ 210,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(10)	Yes (Col. B)	ST 24(11) Signal Improvements	\$ 212,000		0.0%	\$ -	\$ 212,000	\$ 25,000
15 - Streets	7010 Street Improvements	ST 24(11)	No (Col. C)	ST 24(13) Vehicles and Equipment	\$ 975,000		0.0%	\$ -	\$ 975,000	\$ 975,000
					\$ 29,026,000			\$ 7,385,000	\$ 21,641,000	\$ 19,400,000
20 - Police	7105 Rescue Equipment Purchase	PO 24(1)	Yes (Col. B)	Police/Fire Command Post (Half)	\$ 300,000			\$ -	\$ 300,000	\$ -
					\$ 300,000			\$ -	\$ 300,000	\$ -
21 - Fire & Rescue	7105 Rescue Equipment Purchase	FI 24(1)	Yes (Col. B)	Bunker Gear Lockers	\$ 55,000			\$ -	\$ 55,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(2)	Yes (Col. B)	New Vehicle - Replace Fire Car 3 (1997 Chev 2500)	\$ 65,000			\$ -	\$ 65,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(3)	Yes (Col. B)	New Vehicle - Replace Utility 1 (2004 F350)	\$ 80,000			\$ -	\$ 80,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(4)	Yes (Col. B)	New Vehicle - Replace Fire Car 1	\$ 65,000			\$ -	\$ 65,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(5)	Yes (Col. B)	New Vehicle - Replace Fire Car 2	\$ 65,000			\$ -	\$ 65,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(6)	Yes (Col. B)	Purchase Pickup & Topper	\$ 55,000		0%	\$ -	\$ 55,000	\$ -
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(7)	Yes (Col. B)	Police/Fire Command Post (Half)	\$ 300,000			\$ -	\$ 300,000	\$ -
					\$ 685,000			\$ -	\$ 685,000	\$ -
					\$ 67,139,000			\$ 7,599,800	\$ 59,539,200	\$ 47,400,000
<u>Fund 20-Wastewater</u>										
F20 - Wastewater	7110 Lease/Purchase - Vehicles	WW 24(1)	Yes (Col. B)	CCTV Van (Replacement)	\$ 425,000		0%	\$ -	\$ 425,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(2)	Yes (Col. B)	Quail Creek Lift Station Removal	\$ 650,000		0%	\$ -	\$ 650,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(3)	Yes (Col. B)	Bluff Street Lift Station & Force Main Replacement	\$ 850,000		0%	\$ -	\$ 850,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(4)	Yes (Col. B)	CIPP Pipeline Rehabilitation, Industrial Area	\$ 160,000		0%	\$ -	\$ 160,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(5)	Yes (Col. B)	South Bellevue Sanitary Improvements (Mission Street)	\$ 1,200,000		0%	\$ -	\$ 1,200,000	\$ 1,200,000
F20 - Wastewater	7000 Sewer Construction	WW 24(6)	Yes (Col. B)	Haworth & American Heroes Park Sanitary Improvements	\$ 1,400,000		0%	\$ -	\$ 1,400,000	\$ 1,400,000
					\$ 4,685,000			\$ -	\$ 4,685,000	\$ 2,600,000
<u>Other Funds</u>										
F55 - Economic Developer	7030 Facilities Improvements	ED 24(1)	Yes (Col. B)	LB 840 Infrastructure Improvements	\$ 750,000		0%	\$ -	\$ 750,000	\$ -
					\$ 750,000			\$ -	\$ 750,000	\$ -
Total - All Funds					\$ 72,574,000			\$ 7,599,800	\$ 64,974,200	\$ 50,000,000

**City of Bellevue
Capital Expenditures and Funding
2023-24 Budget**

<u>Dept.</u>	<u>Account</u>	<u>Proposed CIP Ref #</u>	<u>Cap Imp NE Budget</u> <u>>\$49,999.99</u>	<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
10 - Public Works	7020 Right of Way Improvements	PW 24(3)	Yes (Col. B)	MUD Water Main Extension	\$ 18,000,000				\$ 18,000,000	\$ 18,000,000
10 - Public Works	7030 Facilities Improvements	PW 24(4)	Yes (Col. B)	Public Works Maintenance Facility (Design & Construction)	\$ 5,800,000				\$ 5,800,000	\$ 5,000,000
10 - Public Works	7020 Right of Way Improvements	PW 24(8)	Yes (Col. B)	Entertainment District (Engineering & Construction)	\$ 5,000,000				\$ 5,000,000	\$ 5,000,000
40 - 2206 Longo Dr.	7030 Facilities Improvements	LI 24(1)	Yes (Col. B)	Library Renovation Project - 2206 Longo Drive	\$ 3,200,000				\$ 3,200,000	\$ -
11 - Parks	7040 Park Improvement	PK24(2)	Yes (Col. B)	New Playground Equipment & Shelter (Everett Park) Shelter (Swanson) Restroom-(Stonecroft)	\$ 2,050,000				\$ 2,050,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(4)	Yes (Col. B)	ST 24(4) 2024 Reconstruction Projects	\$ 11,854,000	Developer	12.4%	\$ 1,465,000	\$ 10,389,000	\$ 10,000,000
15 - Streets	7010 Street Improvements	ST 24(5)	Yes (Col. B)	ST 24(5) South 36th Street-Sheridan Rd to Platteview	\$ 4,500,000	NDOT	80.0%	\$ 3,600,000	\$ 900,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(6)	Yes (Col. B)	ST 24(6) Bridge Repairs	\$ 3,025,000	NDOT	65.5%	\$ 1,980,000	\$ 1,045,000	\$ 1,045,000
15 - Streets	7010 Street Improvements	ST 24(2)	Yes (Col. B)	ST 24(2) Concrete Projects	\$ 2,540,000				\$ 2,540,000	\$ 2,540,000
15 - Streets	7010 Street Improvements	ST 24(7)	Yes (Col. B)	ST 24(7) Drainage Improvements	\$ 2,250,000	NRD	15.1%	\$ 340,000	\$ 1,910,000	\$ 1,900,000
15 - Streets	7010 Street Improvements	ST 24(3)	Yes (Col. B)	ST 24(3) 2024 Overlay Projects	\$ 1,730,000				\$ 1,730,000	\$ 1,500,000
15 - Streets	7010 Street Improvements	ST 24(1)	Yes (Col. B)	ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	\$ 1,415,000				\$ 1,415,000	\$ 1,415,000
15 - Streets	7010 Street Improvements	ST 24(10)	Yes (Col. B)	ST 24(11) Signal Improvements	\$ 212,000				\$ 212,000	\$ 25,000
15 - Streets	7010 Street Improvements	ST 24(9)	Yes (Col. B)	ST 24(10) Road Construction	\$ 210,000				\$ 210,000	\$ -
Street Improvements					\$ 27,736,000					
F55 - Economic Development	7030 Facilities Improvements	ED 24(1)	Yes (Col. B)	LB 840 Infrastructure Improvements	\$ 750,000				\$ 750,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(6)	Yes (Col. B)	Haworth & American Heroes Park Sanitary Improvements	\$ 1,400,000				\$ 1,400,000	\$ 1,400,000
F20 - Wastewater	7000 Sewer Construction	WW 24(5)	Yes (Col. B)	South Bellevue Sanitary Improvements (Mission Street)	\$ 1,200,000				\$ 1,200,000	\$ 1,200,000
F20 - Wastewater	7000 Sewer Construction	WW 24(3)	Yes (Col. B)	Bluff Street Lift Station & Force Main Replacement	\$ 850,000				\$ 850,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(2)	Yes (Col. B)	Quail Creek Lift Station Removal	\$ 650,000				\$ 650,000	\$ -
F20 - Wastewater	7110 Lease/Purchase - Vehicles	WW 24(1)	Yes (Col. B)	CCTV Van (Replacement)	\$ 425,000				\$ 425,000	\$ -
F20 - Wastewater	7000 Sewer Construction	WW 24(4)	Yes (Col. B)	CIPP Pipeline Rehabilitation, Industrial Area	\$ 160,000				\$ 160,000	\$ -
Wastewater Improvements					\$ 4,685,000					

City of Bellevue Capital Expenditures and Funding 2023-24 Budget

Dept.	Account	Proposed CIP Ref #	Cap Imp NE Budget >\$49,999.99	Description	Estimated	Outside	Outside	Outside	City Share	Amount
					Project Cost	Funding Source	Funding %	Funding Amount	of Total Cost	Bondable / Loanable
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(3)	Yes (Col. B)	New Vehicle - Replace Utility 1 (2004 F350)	\$ 80,000				\$ 80,000	
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(2)	Yes (Col. B)	New Vehicle - Replace Fire Car 3 (1997 Chev 2500)	\$ 65,000				\$ 65,000	
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(4)	Yes (Col. B)	New Vehicle - Replace Fire Car 1	\$ 65,000				\$ 65,000	
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(5)	Yes (Col. B)	New Vehicle - Replace Fire Car 2	\$ 65,000				\$ 65,000	
21 - Fire & Rescue	7105 Rescue Equipment Purchase	FI 24(1)	Yes (Col. B)	Bunker Gear Lockers	\$ 55,000				\$ 55,000	
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(6)	Yes (Col. B)	Purchase Pickup & Topper	\$ 55,000				\$ 55,000	
21 - Fire & Rescue	7110 Lease/Purchase - Vehicles	FI 24(7)	Yes (Col. B)	Police/Fire Command Post (Half)	\$ 300,000				\$ 300,000	
20 - Police	7105 Rescue Equipment Purchase	PO 24(1)	Yes (Col. B)	Police/Fire Command Post (Half)	\$ 300,000				\$ 300,000	
19 - Permits and Inspections	7110 Lease/Purchase - Vehicles	PI 24(1)	Yes (Col. B)	2024 Ford Explorer (replace 2013 Explorer)	\$ 60,000				\$ 60,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	Ford F350 crew cab FWD Diesel standard Package	\$ 75,000				\$ 75,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	4-18,500 lb. Steril Koni wireless mobile equipment/vehicle heavy-duty lifts	\$ 72,000				\$ 72,000	\$ -
16 - Fleet Maintenance	7110 Lease/Purchase - Vehicles	FL 24(1)	Yes (Col. B)	Ford F250 standard cab FWD Diesel standard Package	\$ 65,000				\$ 65,000	\$ -
14 - Cemetery	7040 Park Improvement	CE24(1)		Front Entryway retaining wall project	\$ 60,000				\$ 60,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(2)	Yes (Col. B)	Replace Restroom Building in Washington Park	\$ 250,000				\$ 250,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(1)	Yes (Col. B)	Replacement Windows-Dist 3 Fire Station #7040	\$ 120,000				\$ 120,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	BM24(3)	Yes (Col. B)	Replace 4 Heat Pumps in 1510 Wall St	\$ 50,000				\$ 50,000	\$ -
11 - Parks	7040 Park Improvement	PK24(1)	Yes (Col. B)	Bike/Hike Trail Renovations-Banner Park & College Heights	\$ 325,000				\$ 325,000	\$ -
11 - Parks	7040 Park Improvement	PK24(4)	Yes (Col. B)	Ballfield Light Fixtures	\$ 200,000				\$ 200,000	\$ -
11 - Parks	7040 Park Improvement	PK24(3)	Yes (Col. B)	Vehicles and Equipment (1-Chipper F-550 Outfitted)	\$ 60,000				\$ 60,000	\$ -
10 - Public Works	7040 Park Improvement	PW 24(7)	Yes (Col. B)	Hayworth Park Drainage Ditch (Engineering & Construction)	\$ 700,000				\$ 700,000	\$ -
10 - Public Works	7040 Park Improvement	PW 24(6)	Yes (Col. B)	American Heroes Park Amphitheater(Engineering & Construction)	\$ 650,000				\$ 650,000	\$ -
10 - Public Works	7020 Right of Way Improvements	PW 24(5)	Yes (Col. B)	Metro Transit InterModel Study-Fort Crook Road	\$ 115,000	MAPA		\$ 90,000	\$ 25,000	\$ -
10 - Public Works	7110 Lease/Purchase - Vehicles	PW 24(2)	Yes (Col. B)	Replace Dept Explorer with Full Size PU	\$ 70,000				\$ 70,000	\$ -
10 - Public Works	7100 Lease/Purchase - Equipment	PW 24(1)	Yes (Col. B)	Replace/Upgrade GPS Unit	\$ 50,000				\$ 50,000	\$ -
08 - Admin Services	7110 Lease/Purchase - Vehicles	AS 24(1)	Yes (Col. B)	Mini-bus replacement (2 Vans)	\$ 156,000	MAPA	80.0%	\$ 124,800	\$ 31,200	\$ -
15 - Streets	7010 Street Improvements	ST 24(11)	No (Col. C)	ST 24(13) Vehicles and Equipment	\$ 975,000				\$ 975,000	\$ 975,000
15 - Streets	7010 Street Improvements	ST 24(8)	Yes (Col. B)	ST 24(9) Facilities	\$ 315,000				\$ 315,000	\$ -
All other					\$ 5,353,000					
Total - All Funds					\$ 72,574,000			\$ 7,599,800	\$ 64,974,200	\$ 50,000,000

**2023-2024
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

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

This budget is for the Period October 1, 2023 through September 30, 2024

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

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">26,516,383.31</td> <td>Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">7,898,497.15</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">34,414,880.46</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	26,516,383.31	Property Taxes for Non-Bond Purposes	\$	7,898,497.15	Principal and Interest on Bonds	\$	34,414,880.46	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2023 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Principal</td> <td style="width:40%; text-align: right;">\$ 69,185,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 11,433,883.45</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 80,618,883.45</td> </tr> </table>	Principal	\$ 69,185,000.00	Interest	\$ 11,433,883.45	Total Bonded Indebtedness	\$ 80,618,883.45
\$	26,516,383.31	Property Taxes for Non-Bond Purposes														
\$	7,898,497.15	Principal and Interest on Bonds														
\$	34,414,880.46	Total Personal and Real Property Tax Required														
Principal	\$ 69,185,000.00															
Interest	\$ 11,433,883.45															
Total Bonded Indebtedness	\$ 80,618,883.45															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">5,641,783,683</td> <td>Total Certified Valuation (All Counties)</td> </tr> </table> <p><i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	\$	5,641,783,683	Total Certified Valuation (All Counties)	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2022 through June 30, 2023?</p> <p align="center"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 30th.</i></p>												
\$	5,641,783,683	Total Certified Valuation (All Counties)														
<p align="center">County Clerk's Use ONLY</p>	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2022 through June 30, 2023?</p> <p align="center"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Trade Name Report by September 30th.</i></p>															
<p align="center">APA Contact Information</p> <p align="center">Auditor of Public Accounts PO Box 98917 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p>Website: auditors.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</p>	<p align="center">Submission Information</p>															
	<p align="center">Budget Due by 9-30-2023</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2021 - 2022 (Column 1)	Actual/Estimated 2022 - 2023 (Column 2)	Adopted Budget 2023 - 2024 (Column 3)
1	Net Cash Balance	\$ 40,979,694.53	\$ 41,410,223.13	\$ 27,369,099.94
2	Investments			
3	County Treasurer's Balance	\$ 293,549.92		
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 41,273,244.45	\$ 41,410,223.13	\$ 27,369,099.94
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 27,442,248.24	\$ 19,538,621.80	\$ 34,074,139.07
7	Federal Receipts	\$ 63,622.68	\$ 108,086.51	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 64,218.21	\$ 63,007.04	\$ 95,600.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 6,577,420.62	\$ 6,497,952.67	\$ 7,689,041.00
11	State Receipts: Motor Vehicle Fee	\$ 481,980.97	\$ 507,146.06	\$ 517,100.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 1,470,037.03	\$ 1,643,005.05	\$ 1,756,096.63
14	State Receipts: Other	\$ 9,518.00	\$ 16,015.36	\$ 13,600.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,471,166.93	\$ 1,082,708.13	\$ 2,193,400.00
18	Local Receipts: Local Option Sales Tax	\$ 16,983,511.54	\$ 15,974,523.01	\$ 18,105,500.00
19	Local Receipts: In Lieu of Tax	\$ 1,060,192.36	\$ 1,204,310.63	\$ 280,000.00
20	Local Receipts: Other	\$ 44,664,115.02	\$ 44,211,800.01	\$ 86,648,615.26
21	Transfers In of Surplus Fees			
22	Transfers In Other Than Surplus Fees	\$ 1,197,000.00	\$ 1,197,000.00	\$ 1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 142,758,276.05	\$ 133,454,399.40	\$ 179,999,191.90
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 101,348,052.92	\$ 106,085,299.46	\$ 155,630,091.96
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,410,223.13	\$ 27,369,099.94	\$ 24,369,099.94
27	Cash Reserve Percentage			30%
PROPERTY TAX RECAP		Tax from Line 6		\$ 34,074,139.07
		County Treasurer Commission at 1%		\$ 340,741.39
		Total Property Tax Requirement		\$ 34,414,880.46

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 26,516,383.31
Bond Fund	\$ 7,898,497.15
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 34,414,880.46

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
American Rescue Plan Act	
Wastewater/Economic Development	\$ 8,401,492.46
Debt Service, Community Betterment	\$ 12,620,755.56
Total Special Reserve Funds	\$ 21,022,248.02
Total Cash Reserve	\$ 24,369,099.94
Remaining Cash Reserve	\$ 3,346,851.92
Remaining Cash Reserve %	4%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

City of Bellevue in Sarpy County

Line No.	2023-2024 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 9,402,577.71	\$ 3,950,000.00	\$ 60,000.00	\$ 6,825,220.10	\$ 982,411.60	\$ -	\$ 21,220,209.41
3	Public Safety - Police and Fire	\$ 32,939,689.75	\$ -	\$ 985,000.00	\$ -	\$ -	\$ -	\$ 33,924,689.75
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,898,449.78	\$ 27,841,000.00	\$ 1,185,000.00	\$ 1,153,716.43	\$ (822,160.00)	\$ -	\$ 35,256,006.21
6	Public Works - Other	\$ 4,691,633.35	\$ 30,685,000.00	\$ 392,000.00	\$ -	\$ -	\$ -	\$ 35,768,633.35
7	Public Health and Social Services	\$ 1,169,700.50	\$ -	\$ 156,000.00	\$ -	\$ -	\$ -	\$ 1,325,700.50
8	Culture and Recreation	\$ 4,422,608.55	\$ 2,635,000.00	\$ -	\$ -	\$ 755,000.00	\$ -	\$ 7,812,608.55
9	Community Development	\$ 1,046,616.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,046,616.78
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,415,137.80	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 4,427,137.80
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,578,899.19	\$ 4,260,000.00	\$ 425,000.00	\$ 304,590.42	\$ 280,000.00	\$ -	\$ 14,848,489.61
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 73,565,313.41	\$ 69,371,000.00	\$ 3,203,000.00	\$ 8,283,526.95	\$ 1,207,251.60	\$ -	\$ 155,630,091.96

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2022-2023 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 7,339,636.67	\$ 2,526,976.00	\$ 140,767.00	\$ 6,816,479.60	\$ 273,381.98	\$ -	\$ 17,097,241.25
3	Public Safety - Police and Fire	\$ 31,056,669.68	\$ 750,000.00	\$ 1,737,999.92	\$ -	\$ -	\$ -	\$ 33,544,669.60
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,669,037.58	\$ 15,556,509.48	\$ 406,213.43	\$ 962,948.64	\$ -	\$ -	\$ 22,594,709.13
6	Public Works - Other	\$ 4,770,162.95	\$ 2,120,355.87	\$ -	\$ -	\$ -	\$ -	\$ 6,890,518.82
7	Public Health and Social Services	\$ 1,069,109.41	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 1,095,109.41
8	Culture and Recreation	\$ 4,572,375.31	\$ 287,231.41	\$ 109,455.70	\$ -	\$ 755,000.00	\$ -	\$ 5,724,062.42
9	Community Development	\$ 1,107,277.74	\$ 145,061.46	\$ -	\$ -	\$ -	\$ -	\$ 1,252,339.20
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,996,951.46	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 3,998,951.46
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,589,882.91	\$ 5,563,385.15	\$ 80,000.00	\$ 374,430.11	\$ 280,000.00	\$ -	\$ 13,887,698.17
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 67,171,103.71	\$ 26,949,519.37	\$ 2,500,436.05	\$ 8,153,858.35	\$ 1,310,381.98	\$ -	\$ 106,085,299.46

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 5,499,762.94	\$ 3,923,186.94	\$ 84,771.55	\$ 15,733,136.78	\$ 83,488.79	\$ -	\$ 25,324,347.00
3	Public Safety - Police and Fire	\$ 27,528,839.69	\$ -	\$ 933,617.66	\$ -	\$ -	\$ -	\$ 28,462,457.35
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,069,582.59	\$ 9,289,220.78	\$ 1,716,092.44	\$ 750,512.84	\$ 226,947.32	\$ -	\$ 17,052,355.97
6	Public Works - Other	\$ 4,006,160.58	\$ 454,598.06	\$ 154,832.00	\$ -	\$ -	\$ -	\$ 4,615,590.64
7	Public Health and Social Services	\$ 1,084,008.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,084,008.20
8	Culture and Recreation	\$ 4,157,063.47	\$ 4,027,898.15	\$ 29,724.00	\$ -	\$ 746,566.23	\$ -	\$ 8,961,251.85
9	Community Development	\$ 363,226.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 363,226.72
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,158,137.50	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 4,160,137.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,754,046.42	\$ 2,892,745.04	\$ -	\$ 306,538.75	\$ 371,347.48	\$ -	\$ 11,324,677.69
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 59,620,828.11	\$ 20,587,648.97	\$ 2,919,037.65	\$ 16,790,188.37	\$ 1,430,349.82	\$ -	\$ 101,348,052.92

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME	Mayor Rusty Hike
ADDRESS	1500 Wall Street
CITY & ZIP CODE	Bellevue, NE 68005
TELEPHONE	(402) 293-3000
WEBSITE	bellevue.net

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Rich Severson	Rich Severson
TITLE /FIRM NAME	Mayor	Treasurer	Treasurer
TELEPHONE	(402) 293-3000	(402) 293-3088	(402) 293-3088
EMAIL ADDRESS	rusty.hike@bellevue.net	rich.severson@bellevue.net	rich.severson@bellevue.net

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

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

City of Bellevue in Sarpy County

2023-2024 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds		
Total Personal and Real Property Tax Requirements	(1)	\$ 34,414,880.46
Motor Vehicle Pro-Rate	(2)	\$ 95,600.00
In-Lieu of Tax Payments	(3)	\$ 280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	(4)	\$ 7,535,000.00
LESS: Amount Spent During 2022-2023	(5)	\$ 4,821,459.09
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$ -
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$ 2,713,540.91
Motor Vehicle Tax	(8)	\$ 2,193,400.00
Local Option Sales Tax	(9)	\$ 18,105,500.00
Transfers of Surplus Fees	(10)	\$ -
Highway Allocation and Incentives	(11)	\$ 7,689,041.00
	(12)	_____
Motor Vehicle Fee	(13)	\$ 517,100.00
Municipal Equalization Fund	(14)	\$ 1,756,096.63
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -
TOTAL RESTRICTED FUNDS (A)	(16)	\$ 67,765,159.00

Lid Exceptions		
Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ 21,500,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(18)	\$ -
Agrees to Line (6).	(18)	\$ -
Allowable Capital Improvements	(19)	\$ 21,500,000.00
Bonded Indebtedness	(20)	_____
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)	_____
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$ 1,786,751.80
Public Safety Communication Project (Statute 86-416)	(23)	_____
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)	_____
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)	_____
Judgments	(25)	_____
Refund of Property Taxes to Taxpayers	(26)	_____
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	_____
TOTAL LID EXCEPTIONS (B)	(28)	\$ 23,286,751.80

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <small>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</small>	\$ 44,478,407.20
---	-------------------------

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

City of Bellevue
IN
Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2023-2024

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1	
Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	56,553,335.48 Option 1 - (Line 1)
OPTION 2	
<i>Only use if a vote was taken at a townhall meeting to exceed Lid for one year</i>	
Line (1) of Prior Year Lid Computation Form	Option 2 - (A)
Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5))	Option 2 - (B) %
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B)	-
	Option 2 - (C)
Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C)	- Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1	BASE LIMITATION PERCENT INCREASE (2.5%)	2.50 % (2)
2	ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%	- % (3)
	$\frac{20,401,348.00}{2023 \text{ Value Attributable to Growth per Assessor}} \div \frac{4,965,635,087.00}{2022 \text{ Valuation}} = 0.41 \%$ <p style="text-align: center;">Multiply times 100 To get %</p>	
3	ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE	1.00 % (4)
	$\frac{6}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{6}{\text{Total \# of Members in Governing Body at Meeting}} = 100.00 \%$ <p style="text-align: center;">Must be at least 75% (.75) of the Governing Body</p>	
ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.		
4	SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE	% (5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting	
TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	3.50 % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	1,979,366.74 (7)
Total Restricted Funds Authority = Line (1) + Line (7)	58,532,702.22 (8)
Less: Restricted Funds from Lid Supporting Schedule	44,478,407.20 (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	14,054,295.02 (10)

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

City of Bellevue in Sarpy County

2023-2024 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted
Library Improvement (Building)	\$ 2,500,000.00
Street Improvements	\$ 10,000,000.00
Water Main Extension	\$ 9,000,000.00

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

\$ 21,500,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		34,414,880.46
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,898,497.15	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)	7,898,497.15	
Tax Request Subject to Levy Limit	(8)		26,516,383.31
Valuation	(9)		5,641,783,683
Municipality Levy Subject to Levy Authority	(10)		0.470000
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.470000 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	1,786,751.80	0.031670
Total Municipality Levy Authority	(20)		0.481670 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

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

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

2023-2024 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES This budget is for a **VILLAGE**; therefore the allowable growth provisions of the Property Tax Request Act **DO NOT** apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 30,290,374.03
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{48,537,115.00}{2023 \text{ Real Growth Value per Assessor}} \div \frac{4,887,359,422.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{0.99} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.99 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 905,682.18

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 31,196,056.21

ACTUAL PROPERTY TAX REQUEST

2023-2024 ACTUAL Total Property Tax Request (7) \$ 34,414,880.46
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision **MUST complete the postcard notification requirements, and participate in the joint public hearing.**

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 12th day of September 2023, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2021-2022 Actual Disbursements & Transfers	\$ 101,348,052.92
2022-2023 Actual/Estimated Disbursements & Transfers	\$ 106,085,299.46
2023-2024 Proposed Budget of Disbursements & Transfers	\$ 155,630,091.96
2023-2024 Necessary Cash Reserve	\$ 24,369,099.94
2023-2024 Total Resources Available	\$ 179,999,191.90
Total 2023-2024 Personal & Real Property Tax Requirement	\$ 34,414,880.46
Unused Budget Authority Created For Next Year	\$ 14,054,295.02

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 26,516,383.31
Personal and Real Property Tax Required for Bonds	\$ 7,898,497.15

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 26st day of September 2023, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of setting the final tax request.

	2022	2023	Change
Operating Budget	109,488,361.04	155,630,091.96	42%
Property Tax Request	\$ 30,290,374.03	\$ 34,414,880.46	14%
Valuation	4,965,635,087	5,641,783,683	14%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.536894		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2023-2024 property tax request be set at:

General Fund: \$ 26,516,383.31

Bond Fund: \$ 7,898,497.15

2. The total assessed value of property differs from last year's total assessed value by 13.62 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.536894 per \$100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 42.14 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2023.

Motion by _____, seconded by _____ to adopt Resolution #_____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2023

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Bellevue, Sarpy County	13-15-22 to 3-15-24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-22 to 9-30-25	IT Services	\$ 116,813.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ -
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems for Cityworks Software	\$ -
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by either party in writing by May 1st	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	\$ -
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	\$ -
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	\$ -
Douglas County Sheriff's Office	11/2014 - 11/19 12-1-19 to 11-30-24	Forensic Services	\$ -
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year terms	To provide fire and rescue services	\$ -
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation agreement is adopted	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy Watershed Management Plan & implementation	\$ 26,000.00
		Amount From Page 2 of 4	\$ 32,500.00
		Amount From Page 3 of 4	\$ 161,824.00
		Amount From Page 4 of 4	\$ 1,100,000.00

Total Amount used as Lid Exemption \$ 1,786,751.80

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 2/4

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

SarpyCounty

SUBDIVISION NAME	COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Gothenburg, Holdrege, Wayne	Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)
Omaha	5-29-12 to N/A	Crime Lab Services
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"
Omaha Public Schools	10-1-16 to 7-31-19 8-1- 19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMRNRD)
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment District	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-24-18 to 9-24-28	City of Omaha - Clean Energy Assessment Program
Sarpy County, Bellevue, LaVista, and Papillion	5-1-22 to 4-30-23 5-1-23 to 4-30-24	Sharing of costs of ProPhoenix, an integrated Public Safety Software System (Law Records mgmt)
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 3/4

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either party terminates	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1- 1-22 to 12-31-22	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1- 22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWVA - Operation of Bellevue sewer services located within the Agency's jurisdiction	
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00
Page 3 of 4 Total			\$ 161,824.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 4/4

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
MUD		MUD Water Main Extension	\$ 1,100,000.00
Page 4 of 4 Total			<u>\$ 1,100,000.00</u>

REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES

REPORTING PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

City of Bellevue

Sarpy County

SUBDIVISION NAME

COUNTY

List all Trade Names, Corporate Names and Business Names under which the political subdivision conducted business.

RESOLUTION NO. 2023-24

WHEREAS, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2023-2024 property tax request be set at:

General Fund	\$27,516,383.31
Bond Fund	\$ 7,898,497.15
Total Property Tax Request	\$34,414,880.46

2. The total assessed value of property differs from last year's total assessed value by 14 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.536894 per \$100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610000 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase last year's budget by 42 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2023.

Motion by _____, seconded by _____ to adopt Resolution #2023-24.

Voting yes were:

Voting no were:

PASSED AND APPROVED this 26th day of September, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

ORDINANCE NO. 4127

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS day of September, 2023.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/15/2023</u>
<u>Second Reading:</u>	<u>09/05/2022</u>
<u>Special Budget Hearing:</u>	<u>09/12/2023</u>
<u>Joint Public Hearing:</u>	<u>09/21/2023</u>
<u>Third Reading:</u>	<u>09/26/2023</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION
LIQUOR LICENSE	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER

SUBJECT:

Request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest 1/4 of Section 27, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RG-20-PS, with site plan approval, for the purpose of multi-family residential development; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision. Applicant: Gregg & 75, LLC. General Location: 1920 Gregg Road.

SYNOPSIS/BACKGROUND:

Willie Douglas, on behalf of Gregg & 75 LLC, is requesting a change of zone with site plan approval and to preliminary plat and final plat Lot 1 Gregg Road Subdivision, for the purpose of constructing a 156-unit multi-family residential development. This project will have 156 apartment units in six buildings with a mix of studio, one-, and two-bedroom units. Additionally, eight detached garage units are proposed. The applicant is also proposing a pool, dog run, gazebo, and a clubhouse (within one of the buildings) with a private fitness center, and community room with a kitchenette and coffee bar as amenities for residents. The intent of the requested RG-20 district is to permit moderately high-density development that are typical and compatible in the operation of apartment houses. The -PS zoning overlay allows for the construction of multiple buildings on one lot and to encourage the creative design of new living areas. Site plan approval is required with the -PS zoning overlay. This request is in conformance with the comprehensive plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: 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 NAME:

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 application.


ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance No. 4128
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: Gregg & 75, LLC
CASE #'s: Z-2304-10, S-2304-06, S-2304-07
CITY COUNCIL HEARING DATE: September 5, 2023

REQUEST: to rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision.

On August 27, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

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

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: August 7, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2304-10
S-2304-06
S-2304-07

FOR HEARING OF:
REPORT #1: July 27, 2023
REPORT #2: September 5, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Gregg & 75, LLC
Attn: Willie Douglas
21008 Cumberland Drive, Ste. 108
Elkhorn, NE 68022

B. PROPERTY OWNER:

Gregg & 75, LLC
Attn: Willie Douglas
21008 Cumberland Drive, Ste. 108
Elkhorn, NE 68022

C. GENERAL LOCATION:

1920 Gregg Road

D. LEGAL DESCRIPTION:

Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Gregg Road Subdivision, from AG to RG-20-PS with site plan approval.
2. Preliminary Plat Lot 1, Gregg Road Subdivision
3. Final Plat Lot 1, Gregg Road Subdivision

F. EXISTING ZONING AND LAND USE:

AG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and platting for the purpose of constructing a 156-unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 9.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/Vacant, RD-60/BG
2. **East:** Highway 75 right-of-way
3. **South:** Commercial, BG
4. **West:** Multi-family residential, RG-28-PS

C. REVELANT CASE HISTORY:

1. On August 7, 2023, the Planning Commission recommended approval of a request to rezone Lot 1, Gregg Road Subdivision, being a platting of Tax Lots 2A and 3B, located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-20-PS, for the purpose of multi-family residential development with site plan approval; preliminary plat Lot 1, Gregg Road Subdivision; and final plat Lot 1, Gregg Road Subdivision.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 4, Subdivision Regulations, regarding Final Plats.

5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from Gregg Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Willie Douglas, on behalf of Gregg & 75, LLC, has submitted a request for a rezoning for Lot 1, Gregg Road Subdivision, from AG to RG-20-PS for the purpose of a multi-family residential development.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings, a preliminary plat, and a final plat.
3. The RG-20 zoning district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.
4. The proposal consists of 156 units in six buildings. The buildings are a mix of studio, one-, and two-bedroom units. Additionally, eight detached garage structures are proposed.
5. The site plan shows 250 surface parking stalls for the development, in addition to 65 garage spaces, for a total of 315 parking spaces. The ordinance requires a minimum of 312 parking stalls.

6. The applicant is proposing a pool, dog run, gazebo, and a clubhouse (within one of the buildings) with a private fitness center, and community room with a kitchenette and coffee bar as amenities for its residents.

7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

8. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards. Compliance for this will be reviewed at such time a building permit is submitted.

9. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, Sarpy County GIS/911, OPPD, MAPA, Papio Missouri River NRD, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, requested technical revisions to the site plan, civil exhibits, and drainage report. These comments have since been satisfied by the applicant's engineer.

Sarpy County Public Works requested technical revisions to the final plat. These comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

10. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

11. This request is in conformance with the Comprehensive Plan and abuts existing multi-family residential to the west and commercial uses to the south. Given the existing development and infrastructure, this is an infill development opportunity for the city.

12. The developer will owe \$7,981.50 in park development fees prior to the filing of the final plat.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

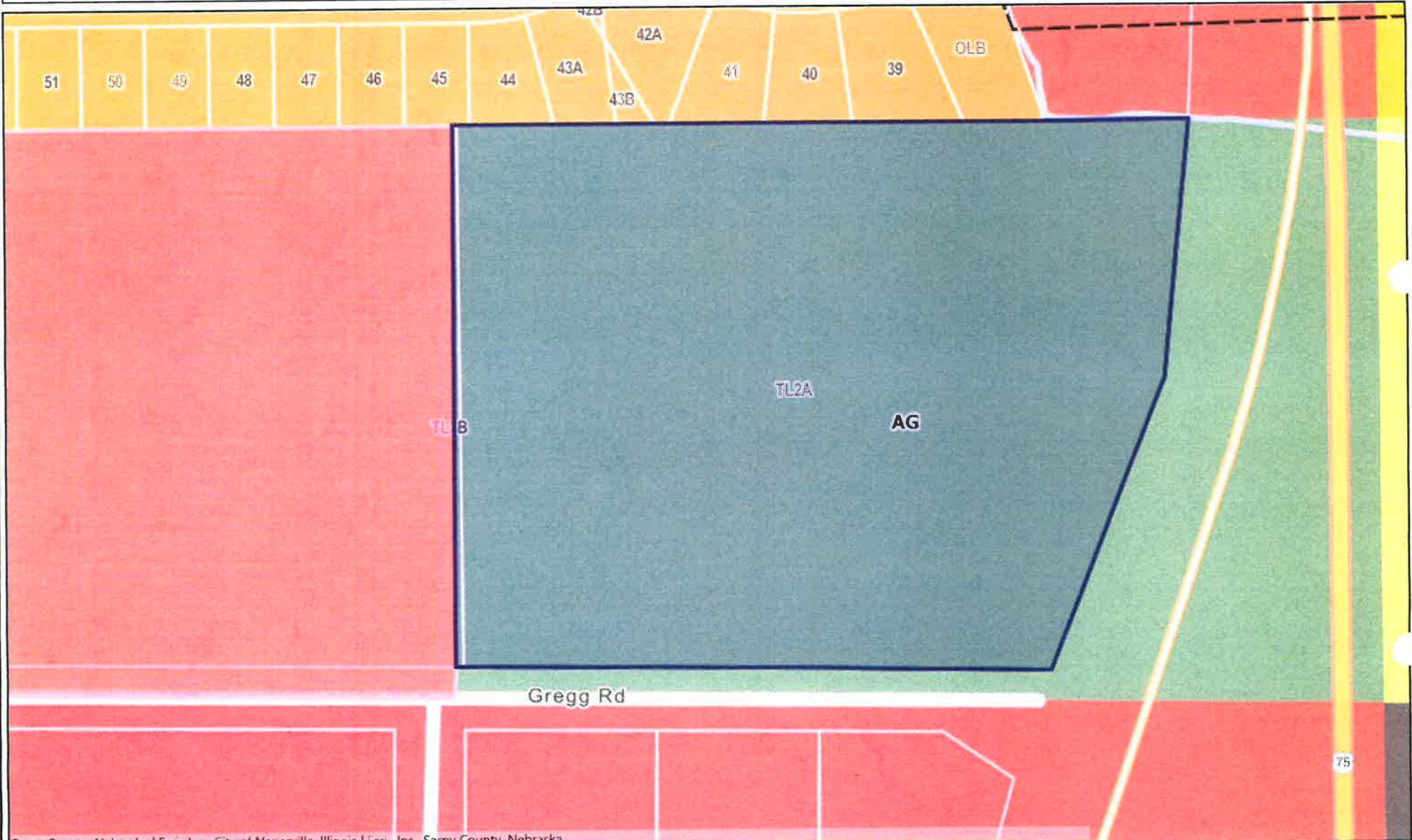
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Jeff Stoll, E & A Consulting Group received June 12, 2023
4. Site Plan received July 12, 2023
5. Landscaping Plan received July 12, 2023
6. Preliminary Plat received June 12, 2023
7. Final Plat received June 12, 2023

VII. COPIES OF REPORT TO:

1. Gregg & 75, LLC
2. E & A Consulting Group, Inc.
3. Pansing Hogan Ernst & Bachman, LLP
4. Public Upon Request


Assistant Planning Manager

 08/08/23
Planning Director Date of Report

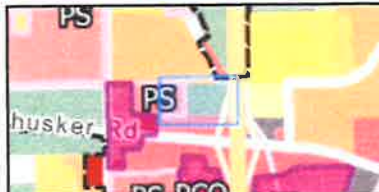


Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



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.

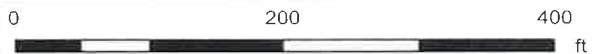


Notes





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





E & A CONSULTING GROUP, INC.

Engineering Answers

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

June 12, 2023

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

RECEIVED
JUN 12 2023
PLANNING DEPT.

RE: Lot 1, Gregg Road Subdivision - Planned Subdivision District Zoning Justification Letter
E&A File: P2022.348.001

Dear Tammi,

On behalf of our client, Willie Douglas, please allow this letter serve as the Planned Subdivision District justification letter per Section 5.17 of the City of Bellevue's Zoning Ordinance.

5.17.03(1): The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.

Response: This section of ground has a future land use designation of MFR, Multi-Family Residential. RG-20-PS zoning should fit within this designation and thus fits the proposed character of this portion of the City of Bellevue's extraterritorial jurisdiction and thusly shouldn't adversely affect neighboring properties. The neighboring property to the west holds an RG-28 zoning designation, the properties to the south of Lot 1 are commercial and the properties to the north and east are single family residential lots. A zoning designation of RG-20-PS would provide a zoning gradation between the commercial and lower density residential zones.

5.17.03 (2): The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.

Response: The designation of the Planned Subdivision allows this development to better fit the topography and space limitations on this proposed property. Lot 1 has a natural grade of 12%. A normal lot arrangement would not be appropriate for a lot with this topography and therefore a Planned Subdivision District classification will allow for Bellevue's desired Multi Family Residential use of this property while permit the site's overall existing natural drainage rout to remain intact.

5.17.03 (3): The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.

Response: This development will utilize newer ideologies and planning methods in that it will allow for higher density living within walkable distance to nearby commercial amenities that are not typically or traditionally available within lower density developments. Community members within this development will be within walking distance of grocery and convenience stores, retail, restaurants, places of worship, banks, Bellevue High School, and other local amenities. This plan also allows for strong internal pedestrian circulation and access to amenities.

5.17.03 (4): The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

Response: We do not feel that the requested classification of Planned Subdivision District should be considered for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation set by the city of Bellevue. This development will allow for higher density near many of the city's amenities as well as provide for recreational needs of its residents on site such as community spaces, a pool, fitness area and green space that people in this market typically would not likely have access to if they lived in a lower density housing development.

If you have any questions regarding this justification letter, please contact me at 402-895-4700 or by email at jstoll@eacg.com.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll
Platting Services Assistant Manager

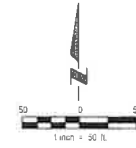
RECEIVED

JUL 12 2023

PLANNING DEPT.



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EQUIPMENT
- SETBACK

RG-26-PS ZONING SETBACK TABLE (LOT 1)	
FRONT YARD	20
INTERIOR SIDE YARD	5
STREET SIDE YARD	10
REAR YARD	10
LOT WIDTH	40 MIN.
LOT AREA	2,000 SQ. FT. MIN.

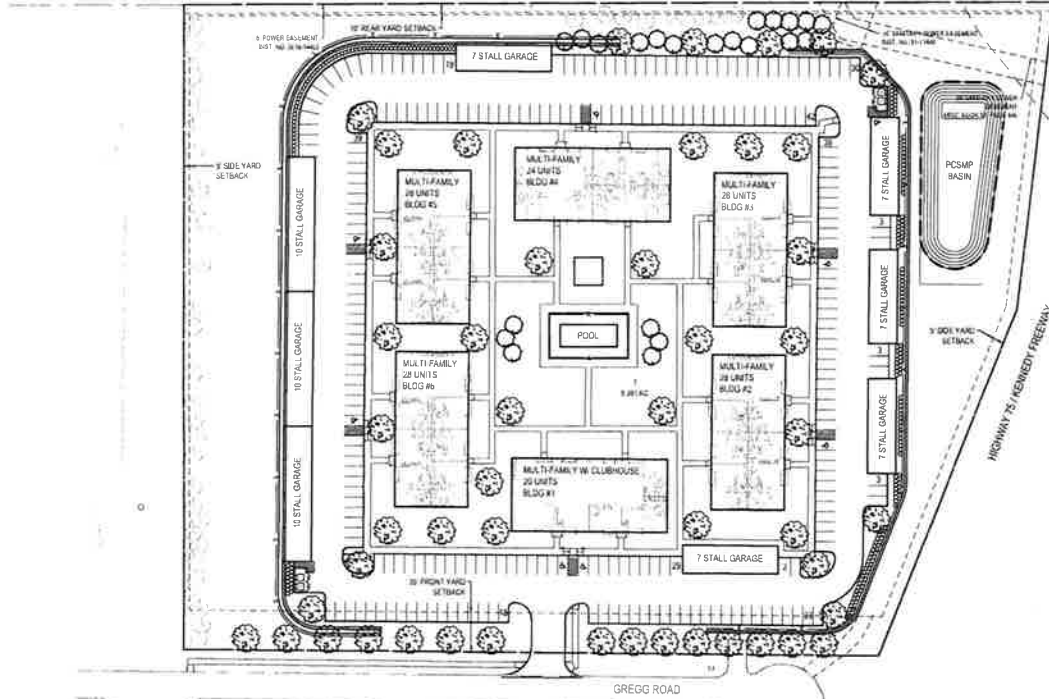
ZONING

EXISTING AG
PROPOSED RG-26-PS LOT 1

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO KENNEDY FREEWAY FROM LOT 1
- TEMPORARY SURROUNDINGS WILL BE CONSTRUCTED AT ALL DEAD-END STREETS
- TYPICAL UTILITY BASINMENTS WILL BE DEDICATED WITH THE FINAL PLAN

PARKING SUMMARY	
SURFACE STALLS	250
DETACHED GARAGE STALLS	66
PROVIDED STALLS	316
REQUIRED STALLS	
72 STALLS / APPT UNIT	
156 UNITS TOTAL	312
REQUIRED ADA STALLS (301-400)	2
PROVIDED SURFACE ADA STALLS	7
PROVIDED GARAGE ADA STALLS	1
PROVIDED TOTAL ADA STALLS	8



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmentals & Field Services
 3800 S. Main Street, Suite 100 • Omaha, NE 68104
 Phone: 402.935.4100 • Fax: 402.935.1299
 www.eandagroup.com

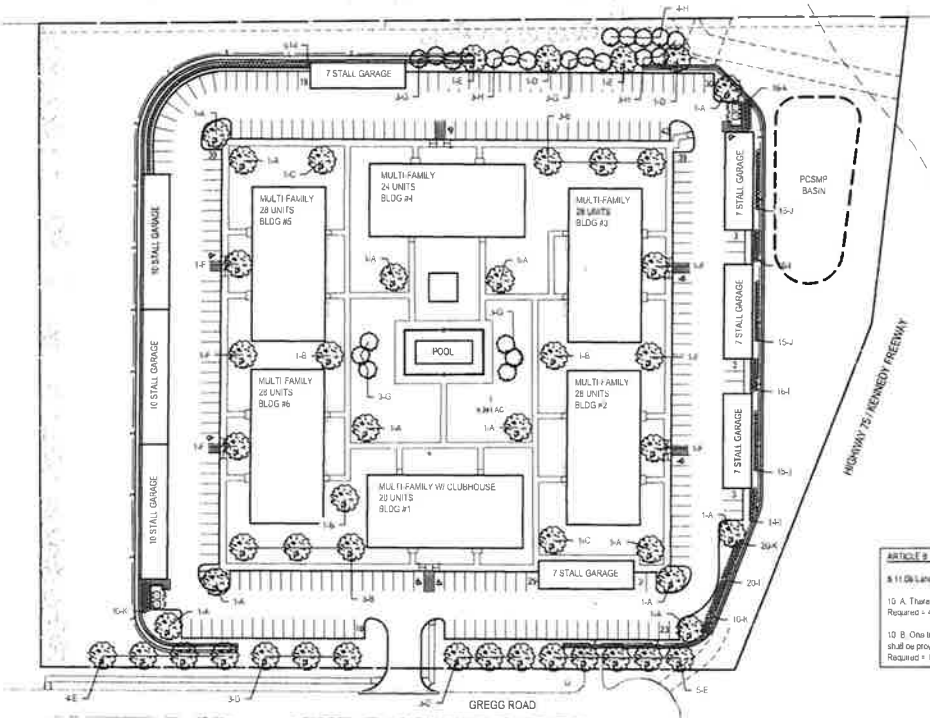


GREGG ROAD SUBDIVISION
 BELLEVUE, NEBRASKA

PLANNED SUBDIVISION
 SITE PLAN

Project No.	2022-248-01
Date	10/20/22
Drawn By	ME
Checked By	ME/UMK
Scale	AS SHOWN
Sheet	1 of 1

RELEASED BY: 11/14/2023 10:45 AM BY: 11/14/2023 10:45 AM

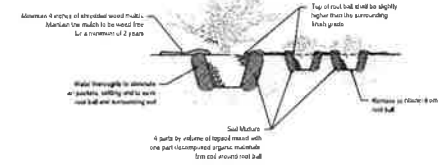


PLANT SCHEDULE

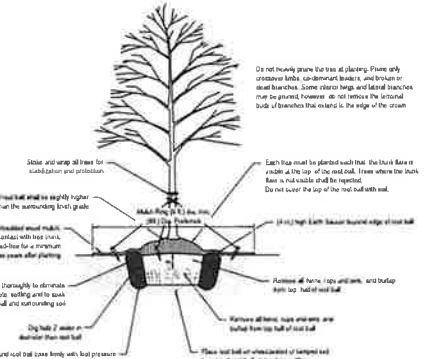
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	13	Gladiolus 'tracanthos' 'Skyline'	Skyline Honeylocust	2"	B&B
B	9	Acer 'freemans' 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	2	Acer 'niyabae'	State Street Maple	2"	B&B
D	8	Quercus 'rubrum'	Red Oak	2"	B&B
E	11	Quercus 'bicolor'	Swamp White Oak	2"	B&B
F	6	Ginkgo 'biloba' 'Autumn Gold'	Autumn Gold Ginkgo	2"	B&B
G	12	Picea 'pungens' 'Glauca'	Colorado Blue Spruce	6-7'	B&B
H	16	Picea 'abies'	Norway Spruce	6-7'	B&B
I	127	Juniperus 'chinensis' 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
J	45	Hydrangea 'quercifolia' 'Snow Queen'	Snow Queen Oakleaf Hydrangea	3 Gal.	Cont.
K	62	Euonymus 'alatus' compactus	Dwarf Burning Bush	3 Gal.	Cont.

TREE NOTES:
 1. Landscape contractor must coordinate with all utilities and general contractor to hold verify all utility locations that may conflict with all proposed tree planting locations on the project site.
 LEGEND:
 - Existing Trees to Remain (37).

ARTICLE 9 LANDSCAPING SCREENING AND FINISHING REGULATIONS
 § 11 (b) Landscaping Design Criteria
 10 A. There shall be 19 square feet of landscape area per parking stall. Required = 4,383 SF (221 stalls x 19) Provided = 4,737 SF
 10 B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of required landscape area. Required = 12 trees (4,383 / 300 = 14.6) Provided = 12 trees



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

- LANDSCAPE NOTES:
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
 - All plant material shall be of good quality and sizes shall meet required purchase specifications.
 - All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
 - All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
 - Verify all dimensions and conditions prior to starting construction. The location of plants material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and crop label conflicts). All adjustments must be approved by the landscape architect.
 - The landscape Contractor shall remove all construction debris and materials impeding to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
 - Provide commercially available mulch or wood mulch on all trees and in all planting beds to a 4-inch minimum depth unless otherwise noted. Mulch shall be applied to a minimum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, sand/dirt, toxic substances, or other foreign materials. Unless otherwise specified, all grading shall be finished if needed.
 - All trees are to be staked for a period of not less than one year from time of planting.
 - Contractor to coordinate work with other interested contractors.
- IRRIGATION NOTES:
- Irrigation to include meter pit and MUD box.
 - Irrigate all sodded areas.
 - Irrigation controller to be housed in a steel utility box with trap for pet lock.
 - Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
 - Irrigation contractor responsible to interface system into time.
 - The contractor to furnish as-built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
 - Irrigation contractor to provide control and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
 - Contractor to coordinate work with other interested contractors.

- SEEDING NOTES:
- Seeding shall be Superficial (no topsoil) lateral spread seed to be uniformly broadcasted mixture of United Seeds Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, normal seeding: December-March.
 - Mulching shall be installed over all seeding areas (SFS - MAG Single Nut Straw Matting OR EQUIVALENT).
- SODDING NOTES:
- The contractor shall match the architect at least four (4) feet in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been granted. No heavy soil shall be placed. No sodding shall be done on frozen soil.
 - Care shall be exercised at all times to retain the native soil on the top of the sod during the process of transporting. During transport and not be permitted. The sod shall be placed within eight (8) hours from the time it is received unless it is lightly covered in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and heat by covering. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
 - There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another plan in the contract to the topsoil of the sod bed. Fertilizer applied under this plan shall be incorporated with the topsoil to a depth of at least two inches below the sod as laid, unless otherwise specified or approved. Incorporement shall be accomplished by digging, harrowing, rolling, or other approved means.
 - The sod on which it is laid shall be thoroughly moist and shall be watered, as directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with soil. Immediately after the sod is laid it shall be covered with the soil bed by tamping, rolling, or by other approved methods to be so uniform as to produce a level surface, provide that all uneven surfaces, loose bedding and unlevel soil edges be smoothed and compacted to the surface of the sodbed areas and surfaces of the face of the sodbeds per separate part of section and unless otherwise directed.
 - The contractor shall take care of the sodded areas until all work on the entire construction has been completed and sod has been removed and then accepted. Such areas shall remain of permanent protection against traffic by approved watering signs at our expense and the mowing of grass to the height of two inches when the grass attains a maximum height of four inches.
 - Sod shall also be watered. When the sod is watered sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or soil damage to the finished surfaces. Any sod beds which become galled or otherwise damaged shall be repaired to restoration of the grade and condition of the soil prior to backing and shall then be re-laid, and re-backed as specified under this item.
 - In drainage areas or slopes, the sod shall be laid with the largest dimension parallel to the contours. Such sodding shall begin at the lower of slope or grade and the sodding progress in contours parallel lines working upward. Vertical joints between sods tamping shall be staggered. All sod shall be laid to the grades specified and the grades formed with spaced cuts at the position of drainage ways.
 - Sod shall be held in place at all drainage ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pugging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked and the stakes shall not be more than two feet apart. Stakes shall have their flat ends against the slope and be driven flush. Stakes for pugging sod shall be of wood approximately one inch by two inches and of sufficient length to penetrate the sod. Six stakes and to a minimum depth of six inches at about.
 - The contractor shall keep all sods at all times thoroughly saturated for a period of three (3) calendar days after the initial laying and an entire six (6) months thereafter until the sod has been fully established (two months) and accepted by the engineer or owner. Contractor is not temporarily engaged for the watering of the sod. Contractor to supply all necessary tools, things and supplies for all watering needs.
 - All sods must be fully established (two months) and growing at the time of inspection and acceptance.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1500 N. 16th Street, Suite 100, Omaha, NE 68102
 Phone: 402.552.4444 Fax: 402.552.4444
 www.eandagroup.com

GREGG ROAD SUBDIVISION
 BELLEVUE AREA

PLANNED SUBDIVISION
 LANDSCAPE PLAN

DATE: 06/20/23
 DRAWN BY: JLD/MLL
 CHECKED BY: JLD/MLL
 SCALE: AS SHOWN
 SHEET: 2 OF 2

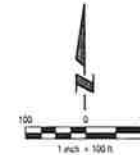
GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



LEGEND

NOTE: FOR REFERENCE ONLY, ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS.

- BOUNDARY LINE
- - - EASEMENTS
- ⊕ EXIST. SECTION CORNER
- ⊖ EXIST. SECTION CORNER
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS
- SETBACK LINE
- ▭ BUILDING
- ⚡ POWER RISER
- ⚡ POWER POLE
- ⚡ GUY WIRE
- ⚡ LIGHT POLE
- ⚡ TELEPHONE RISER
- ⚡ CABLE TV RISER
- ⚡ FIRE HYDRANT
- ⚡ UTILITY VALVE (WATER)
- ⚡ MANHOLE
- ⚡ FLARED END SECTION (SIZE NOTED)
- ⚡ CURB INLET
- ⚡ UTILITY VALVE (GAS)
- ⚡ SIGN
- ⚡ FENCE LINE
- ⚡ GAS LINE
- ⚡ WATER LINE
- ⚡ POWER LINE (OVERHEAD)
- ⚡ POWER LINE (UNDERGROUND)
- ⚡ COMMUNICATION LINE (TELEPHONE, TV)
- ⚡ SANITARY SEWER LINE
- ⚡ STORM SEWER LINE
- ⚡ FIBER OPTICS LINE
- ⚡ DECIDUOUS TREE

RG-20-PS ZONING SETBACK TABLE (LOT 1)	
FRONT YARD	35'
INTERIOR SIDE YARD	8'
STREET SIDE YARD	10'
REAR YARD	10'

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 496.88 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

OWNER DEVELOPER

GREGG & FILL
2100 CUMBERLAND DRIVE, SUITE 108
ELKHORN, NE 68022

EXISTING

EXISTING AD
PROPOSED: RG-20-PS, LOT 1

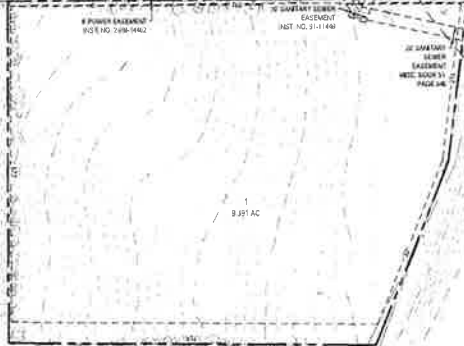
NOTES

1. DRIVE CT VEHICULAR ACCESS WILL NOT BE ALLOWED TO KENNEDY FREEWAY FROM LOT 1.
2. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
3. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAN.

SECTION CORNER (S) 22.22 TO 0" W/14 IN 1981
NE 34.37 TO 0" W/14 IN 1981
E 23.72 TO 0" W/14 IN 1981
SW 23.12 TO 0" W/14 IN 1981
NORTH EAST CORNER
OF THE NE1/4 OF THE NORTH OF
SEC. 27 T4N R13E
S&F ADJACENT

ZONE #
AREAS DETERMINED
TO BE OUTSIDE THE
ZONING CHANGE
FLOOD PLAIN

ZONE #
AREAS DETERMINED
TO BE OUTSIDE THE
ZONING CHANGE
FLOOD PLAIN



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GREGG ROAD SUBDIVISION
LOT 1
RELATIVE NEBRASKA

PRELIMINARY PLAN

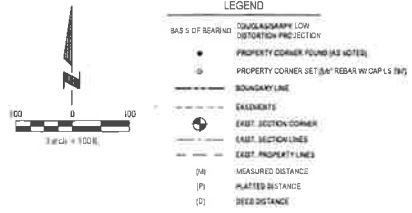
Project No.	2202023-01
Date	6/12/2023
Designed By	AM
Drawn By	AM
Scale	1" = 50'
Sheet	1 of 1

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GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA.



DEED CERTIFICATION

I, BRANKI NEVROUNOV, NEBRASKA REGISTERED LAND SURVEYOR NO. 1767, SOLELY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND SHOWN ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY FOR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKERS AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE NW1/4 OF SECTION 27, THENCE S1/4 P1/4 TO A POINT OF BEGINNING BEING DOUGLAS/SAPPY LOW DISTORTION PROJECTION ALONG THE NORTH LINE OF SAID NE1/4 OF THE NW1/4 OF SECTION 27 A DISTANCE OF 411.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BROAD ADDITION, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 27, SAID TOWNSHIP 18 NORTH, RANGE 13 EAST, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 2A, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY ON THE FOLLOWING (2) COURSES: (1) THENCE S27°00'00" W BY AN DISTANCE OF 174.31 FEET, (2) THENCE S27°00'00" W BY AN DISTANCE OF 331.81 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY AND THE NORTHEASTLY RIGHT-OF-WAY LINE OF GREGG ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2A, THENCE N10°15'00" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GREGG ROAD A DISTANCE OF 411.13 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, GREGG COURT, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 27, THENCE N10°15'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW1/4 OF SECTION 27, THENCE S27°00'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1, GREGG COURT A DISTANCE OF 423.85 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1A, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW1/4 OF SECTION 27, THENCE S27°00'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1A, ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 1A, GREGG COURT, ALSO BEING THE SOUTH LINE OF GREEN HARBOR, A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST, THENCE N10°15'00" W ALONG SAID NORTH LINE OF THE NW1/4 OF SECTION 27, SAID LINE ALSO BEING SAID SOUTH LINE OF SAID GREEN HARBOR, ALSO BEING THE SOUTH LINE OF SAID LOT 2, BROAD ADDITION, A DISTANCE OF 146.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 0.8584 SQUARE FEET OR 0.211 ACRES, MORE OR LESS.

DEED CERTIFICATION

I, BRANKI NEVROUNOV, NEBRASKA REGISTERED LAND SURVEYOR NO. 1767, SOLELY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND SHOWN ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY FOR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKERS AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE NW1/4 OF SECTION 27, THENCE S1/4 P1/4 TO A POINT OF BEGINNING BEING DOUGLAS/SAPPY LOW DISTORTION PROJECTION ALONG THE NORTH LINE OF SAID NE1/4 OF THE NW1/4 OF SECTION 27 A DISTANCE OF 411.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BROAD ADDITION, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 27, SAID TOWNSHIP 18 NORTH, RANGE 13 EAST, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 2A, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY ON THE FOLLOWING (2) COURSES: (1) THENCE S27°00'00" W BY AN DISTANCE OF 174.31 FEET, (2) THENCE S27°00'00" W BY AN DISTANCE OF 331.81 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY AND THE NORTHEASTLY RIGHT-OF-WAY LINE OF GREGG ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2A, THENCE N10°15'00" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GREGG ROAD A DISTANCE OF 411.13 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, GREGG COURT, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 27, THENCE N10°15'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW1/4 OF SECTION 27, THENCE S27°00'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1, GREGG COURT A DISTANCE OF 423.85 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1A, ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW1/4 OF SECTION 27, THENCE S27°00'00" W ALONG THE WESTERLY LINE OF SAID TAX LOT 1A, ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 1A, GREGG COURT, ALSO BEING THE SOUTH LINE OF GREEN HARBOR, A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST, THENCE N10°15'00" W ALONG SAID NORTH LINE OF THE NW1/4 OF SECTION 27, SAID LINE ALSO BEING SAID SOUTH LINE OF SAID GREEN HARBOR, ALSO BEING THE SOUTH LINE OF SAID LOT 2, BROAD ADDITION, A DISTANCE OF 146.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 0.8584 SQUARE FEET OR 0.211 ACRES, MORE OR LESS.

BRANKI NEVROUNOV, LS, 1767 DATE

WILLIAM J. DOUGLAS, MANAGER DATE

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA

COUNTY OF _____

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEAR WILLIAM J. DOUGLAS, MANAGER OF GREGG & P1, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEED CERTIFICATION ON THIS PLAT AND ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF GREGG ROAD SUBDIVISION, LOTS 1 NUMBERED AS SHOWN WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE

SEAL BY SAPPY COUNTY PLANS DIVISION

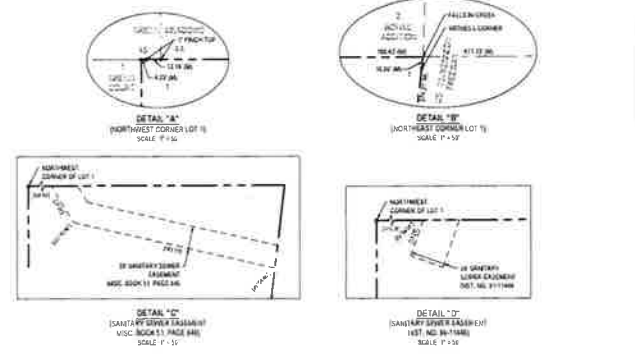
THIS PLAT ON GREGG ROAD SUBDIVISION WAS REVIEWED BY THE SAPPY COUNTY SURVEYORS OFFICE.

THIS _____ DAY OF _____, 2023.

COUNTY SURVEYOR / ENGINEER

NOTES

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO USE EASTWARDLY FREEWAY FRONT LOTS
2. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE FOR THE LOCATION OF EASEMENTS. REFER TO THE FINAL SUBDIVISION RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.



RO-20PS ZONING SETBACK TABLE (LOT 1)

FRONT YARD	REAR
15 FEET	10 FEET
15 FEET	10 FEET
15 FEET	10 FEET
15 FEET	10 FEET

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E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1830 N. 10TH ST., SUITE 100, LINCOLN, NE 68502
Phone: 402.333.8338 Fax: 402.333.2998
www.eandagroup.com
State of NE Registration # 0023288



GREGG ROAD SUBDIVISION
LOT 1
BELLEVUE, NEBRASKA

FINAL PLAT

Drawn By	Checked By	Date

ORDINANCE NO. 4128

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1920 GREGG ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Gregg Road Subdivision, being a platting of Tax Lot 2A, and 3B, all located in the Northwest ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision)

(Gregg & 75, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Gregg Road Subdivision 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 _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

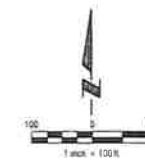
GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 2B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27 TOWNSHIP 14 NORTH RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGEND

NOTE: FOR REFERENCE ONLY ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS

- BOUNDARY LINE
- - - EASEMENTS
- ⊕ EAST SECTION CORNER
- ⊙ EAST SECTION LINE
- - - EAST PROPERTY LINE
- - - EAST EASEMENT LINE
- - - EASEMENT
- - - SETBACK LINE
- BULB/CORNER
- ⊕ POWER RISER
- ⊖ POWER POLE
- ⊕ GUY WIRE
- ⊕ LIGHT POLE
- ⊕ TELEPHONE RISER
- ⊕ CABLE TV RISER
- ⊕ FIRE HYDRANT
- ⊕ UTILITY VALVE (WATER)
- ⊕ MANHOLE
- ⊕ PLANNED (NO SECTION LINE) NOTED
- ⊕ CURB INLET
- ⊕ UTILITY VALVE (GAS)
- ⊕ SIGN
- X - X - FENCE LINE
- G - G - GAS LINE
- W - W - WATER LINE
- OHP - OHP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDER GROUND)
- UTV - UTV - COMMUNICATION LINE (TELEPHONE, TV)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- FO - FO - FIBER OPTICS LINE
- OCCASIONAL TREE

FRONT YARD	30
INTERIOR SIDE YARD	5
STREET SIDE YARD	10
REAR YARD	12

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 2B, SAID TAX LOTS LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 408.883 SQUARE FEET OR 9.331 ACRES, MORE OR LESS.

COMMON DEVELOPER

GREGG & TS LLC
2108 SUNNYSIDE DRIVE, SUITE 104
ELKHORN, NE 68022

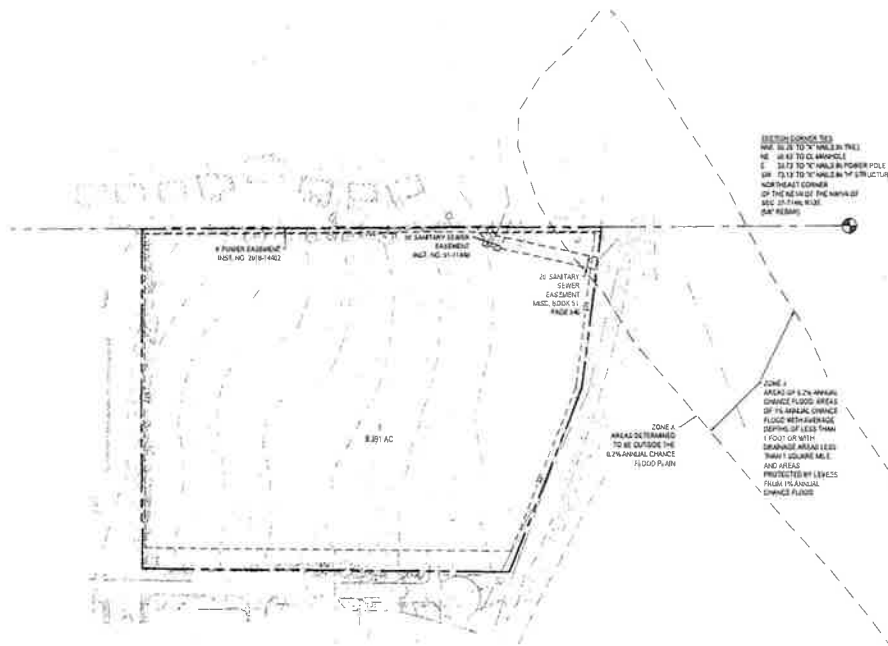
ZONING

EXISTING: RD
PROPOSED: RD-20-PS (LOT 1)

NOTICE

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO KENNEDY FREEWAY FROM LOT 1.
- TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEAD-END STREETS.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAN.

SECTION CORNER
NE 1/4 20' X 10' WALK IN TREE
NE 1/4 10' X 10' WALK IN TREE
E 1/4 10' X 10' WALK IN POWER POLE
SW 1/4 10' X 10' WALK IN TREE
NORTHWEST CORNER
OF THE NE1/4 OF THE NW1/4 OF
SEC. 27, TWP. 14 N.,
R. 13 E., S. 27 N.



RECEIVED
JUN 12 2023
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1001 Massachusetts St., Omaha, NE 68102
Phone: 402.491.4200 • Fax: 402.491.2070
www.eag.com
Site File Location: \Information\121008



GREGG ROAD SUBDIVISION
BELLEVUE, NEBRASKA

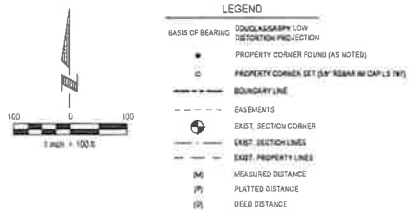
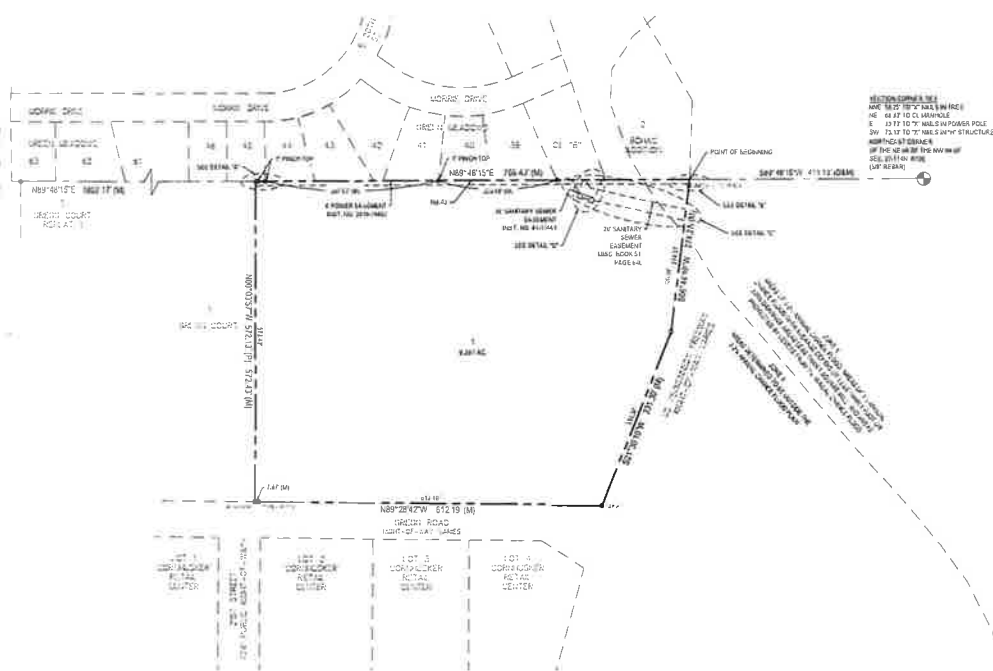
PRELIMINARY PLAN

Project No.	121008
Date	09/05/2023
Designed By	JLL
Drawn By	EFJ
Scale	1" = 100'
Sheet	1 of 1

GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SARGY COUNTY, NEBRASKA



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, GREGG & T.S.L.L.C. OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREBY KNOWN AS GREGG ROAD SUBDIVISION, LOTS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY ACCEPT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), OXO COMMUNICATIONS AND CENTURIALK CROSSING FIVE (5) 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 FIFTH EXTERIOR LOTS IS HERIN 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 ADDITIONAL LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND AGENTS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REMOVE PIPELINES, PIPES AND OTHER RELATED TACKLINGS 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 STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT AREAS, BUT THE SAME MAY BE USED FOR CANALS, SHELDS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE PERFORMANCE OF RIGHTS HEREIN GRANTED.

GREGG & T.S.L.L.C.

WILLIAM J. DOUGLAS, MANAGER _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME WILLIAM J. DOUGLAS, MANAGER OF GREGG & T.S.L.L.C. WHO IS PERSONALLY KNOWN TO BE THE BENEFICIAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC _____

COUNTY TREASURER'S CERTIFICATION

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

COUNTY TREASURER _____ DATE _____

NOTES

1. DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO US FROM ANY FREIGHTWAY FROM LOT 1.
2. ALL DIMENSIONS SHOWN WITH BRACKETED ARE FOR THE LOCATION OF EASEMENTS. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

SURVEYOR'S CERTIFICATION

I, ORMAN, HAVENKAMP, NEBRASKA REGISTERED LAND SURVEYOR NO. 781, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION. THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF THE LOTS 2A AND 3B, SAID TAX LOTS LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SARGY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 27, THENCE S 89° 15' 00" W BY BEARING BEING 100.00 SARGY LOW DISTORTION PROJECTION ALONG THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4, A DISTANCE OF 111.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BEING A CORNER OF A SUBDIVISION LOCATED IN THE SOUTH OF SECTION 27, SAID TOWNSHIP 14 NORTH, RANGE 12 EAST, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 2A, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE S 0° 00' 00" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY ON THE FOLLOWING TWO (2) COURSES: (1) THENCE S 0° 42' 00" W, A DISTANCE OF 274.27 FEET; (2) THENCE S 21° 00' 00" W, A DISTANCE OF 191.30 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEWAY AND THE NORTHERLY RIGHT-OF-WAY LINE OF GREGG ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2A, THENCE N 89° 15' 00" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GREGG ROAD, A DISTANCE OF 113.19 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 3B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, GREGG COUNTY, A SUBDIVISION LOCATED IN SAID NW 1/4 OF SECTION 27, THENCE N 89° 15' 00" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GREGG ROAD, A DISTANCE OF 113.19 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 3B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 2A, GREGG COUNTY, A SUBDIVISION LOCATED IN SAID NW 1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST, THENCE N 89° 15' 00" W ALONG SAID NORTH LINE OF THE NW 1/4 OF SECTION 27, SAID LINE ALSO BEING SAID SOUTH LINE OF SAID GREEN MEADOWS, SAID BEING THE SOUTH LINE OF SAID LOT 2, BEING A CORNER OF SAID GREEN MEADOWS, A DISTANCE OF 166.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 478.00 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

ORMAN HAVENKAMP L.S. 781 _____ DATE _____

BELLEVUE CITY COUNCIL APPROVAL

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

CITY CLERK _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF GREGG ROAD SUBDIVISION (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION:

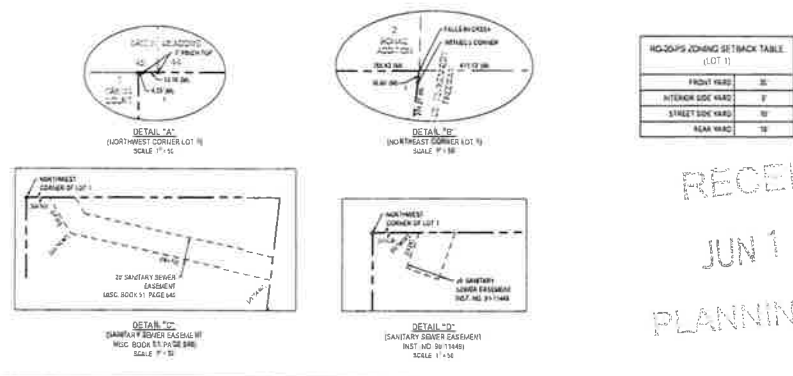
CHAIRMAN OF CITY PLANNING COMMISSION _____ DATE _____

REVIEW BY SARGY COUNTY PUBLIC WORKS

THIS PLAT OF GREGG ROAD SUBDIVISION WAS REVIEWED BY THE SARGY COUNTY SURVEYOR'S OFFICE:

THIS _____ DAY OF _____, 2023.

COUNTY SURVEYOR / ENGINEER _____



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JUN 12 2023
PLANNING DEPT.

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

1100 S. 10th Street, Suite 200, Lincoln, NE 68502
Phone: 402.438.1000 • Fax: 402.438.1005
Date of File: October 11, 2023

E & A CONSULTING GROUP, INC.
Engineering #119191

GREGG ROAD SUBDIVISION
BELLEVUE, NEBRASKA

FINAL PLAT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c. and 12c1.
9/5/2023

COUNCIL MEETING DATE: August 15, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition. Applicant: Excel Development Group, General Location: S. 13th St. and Kasper St.

SYNOPSIS/BACKGROUND:

Connor Menard, on behalf of Excel Development Group, is requesting a change of zone with site plan approval and to preliminary plat and final plat Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, for the purpose of an affordable senior housing project. This project will have 31 duplexes consisting of 62 units of affordable senior (55+) housing as well as a community building. The intent of the requested RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower density types of housing. The -PS zoning overlay allows for the construction of multiple buildings on one lot and to encourage the creative design of new living areas. Site plan approval is required with the -PS zoning overlay. This request is in conformance with the Comprehensive Plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

IS THIS A CONTRACT?: 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 NAME:

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 application.

ATTACHMENTS:

1	Planning Commission Recommendation Sheet	2	Staff Report	3	Rezoning Ordinance No. 4129
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:

Aimee Buttrick

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Excel Development Group

CASE #'s: Z-2305-11, S-2305-08

CITY COUNCIL HEARING DATE: September 5, 2023

REQUEST: to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, from AG to RG-28-PS for the purpose of senior housing; and preliminary plat Lots 1 through 3, and Outlots A through D, Cardinal Commons Addition.

On August 7, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

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

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: August 7, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2305-11
S-2305-08

FOR HEARING OF:
REPORT #1: July 27, 2023
REPORT #2: September 5, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Excel Development Group
Attn: Connor Menard
8551 Lexington Avenue
Lincoln, NE 68505

B. PROPERTY OWNER:

Muriel L Hagmann Trustee
Attn: Linda Lee
1012 Kasper Street
Bellevue, NE 68147

C. GENERAL LOCATION:

South 13th Street and Kasper Street

D. LEGAL DESCRIPTION:

Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, from AG to RG-28-PS, with site plan approval.
2. Preliminary Plat Lots 1 through 4, and Outlots A through E, Cardinal Commons

F. EXISTING ZONING AND LAND USE:

AG/Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and preliminary plat for the construction of an affordable senior housing development.

H. SIZE OF SITE:

The site is approximately 11 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single-family residence constructed in 1928, along with several outbuildings. Additionally, there is a telecommunications tower in the northwest corner of the development.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single-Family Residential, RG-50
2. **East:** Multi-Family Residential and Industrial/RG-20 and ML
3. **South:** Agriculture and Single-Family Residential/Vacant and RS-120
4. **West:** Single Family Residential, RS-72 and AG

C. REVELANT CASE HISTORY:

1. On July 18, 2023, the City Council approved a redevelopment plan for Lots 7 and 8, Old Orchard Place, for the purpose of an affordable senior housing development.
2. On August 7, 2023, the Planning Commission recommended approval for a request to rezone Lots 1 through 4, and Outlots A through E, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-28-PS, for the purpose of an affordable senior housing development; and preliminary plat Lots 1 through 4, and Outlots A through E, Cardinal Commons.

D. APPLICABLE REGULATIONS:

1. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

3. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
4. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision, uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from a private drive (Hagmann Plaza) which will connect to South 13th Street as well as Kasper Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Connor Menard, on behalf of Excel Development Group, has submitted a request for a rezoning for Lots 1 through 4, and Outlots A through E, Cardinal Commons Addition, from AG to RG-28-PS, for the purpose of an affordable senior housing project.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval, a preliminary plat, and a final plat.
3. The RG-28 zoning district is intended to permit low rise, medium density development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.
4. This project will have 31 duplexes consisting of 62 units of affordable senior housing (55+), as well as a community building.

The development is planned in two phases with 18 duplexes and the community building in phase one, and 13 duplexes in phase two.

5. The applicant is proposing a community building with a kitchen, a community use space for residents, and a storm shelter. The community building will be constructed with phase 1. A community garden is also planned for the second phase of the development.

6. The property is currently designated as blighted and substandard. The applicant is currently pursuing Tax Increment Financing (TIF) for the project.

7. The applicant is proposing private streets and infrastructure for this project. As such, the developer will maintain once constructed.

8. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, Sarpy County GIS/911, OPPD, MAPA, Papio Missouri River NRD, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, requested technical revisions to the plat, civil exhibits, and drainage report. All comments pertaining to the plat, civil exhibits, and drainage report have since been satisfied by the applicant's engineer.

Sarpy County GIS/911 requested revisions to the private street names. The street names have since been revised.

Don Gifford, Bellevue Fire Department, commented on the placement of fire hydrants. The developer is aware of this comment and has stated they will comply.

No other comments were received on this case.

9. The city is allocating funds to overlay Kasper Street. This will be a temporary fix, likely lasting seven to ten years. Long-term improvements will be necessary in the near future. A Memorandum of Understanding (MOU) and/or interlocal agreement between the developer and city will need to be determined with the final plat. The developer is aware of this and has been in discussions with the city.

10. There is an existing telecommunications tower located on Proposed Lot 4. This tower and leasing area will remain as-is. The purpose of Outlot A is to allow for the proper tower setback from the residences. The circle on the plat depicts the setback area for the tower. The proposed duplexes are shown outside of this area.

11. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. This request is in conformance with the Comprehensive Plan.

12. The applicant has submitted a Subdivision Agreement, which is being reviewed by the City Attorney. The Subdivision Agreement will be approved with the final plat.

13. This request is in conformance with the Comprehensive Plan. The requested zoning is compatible with the adjacent neighborhoods and provides a transition between the industrial and multi-family residential development to the east and the single-family residential areas to the west. This will also provide an opportunity for infill development and development of a blighted and substandard area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification received July 17, 2023.
4. Preliminary plat received July 17, 2023
5. Site plan received July 17, 2023

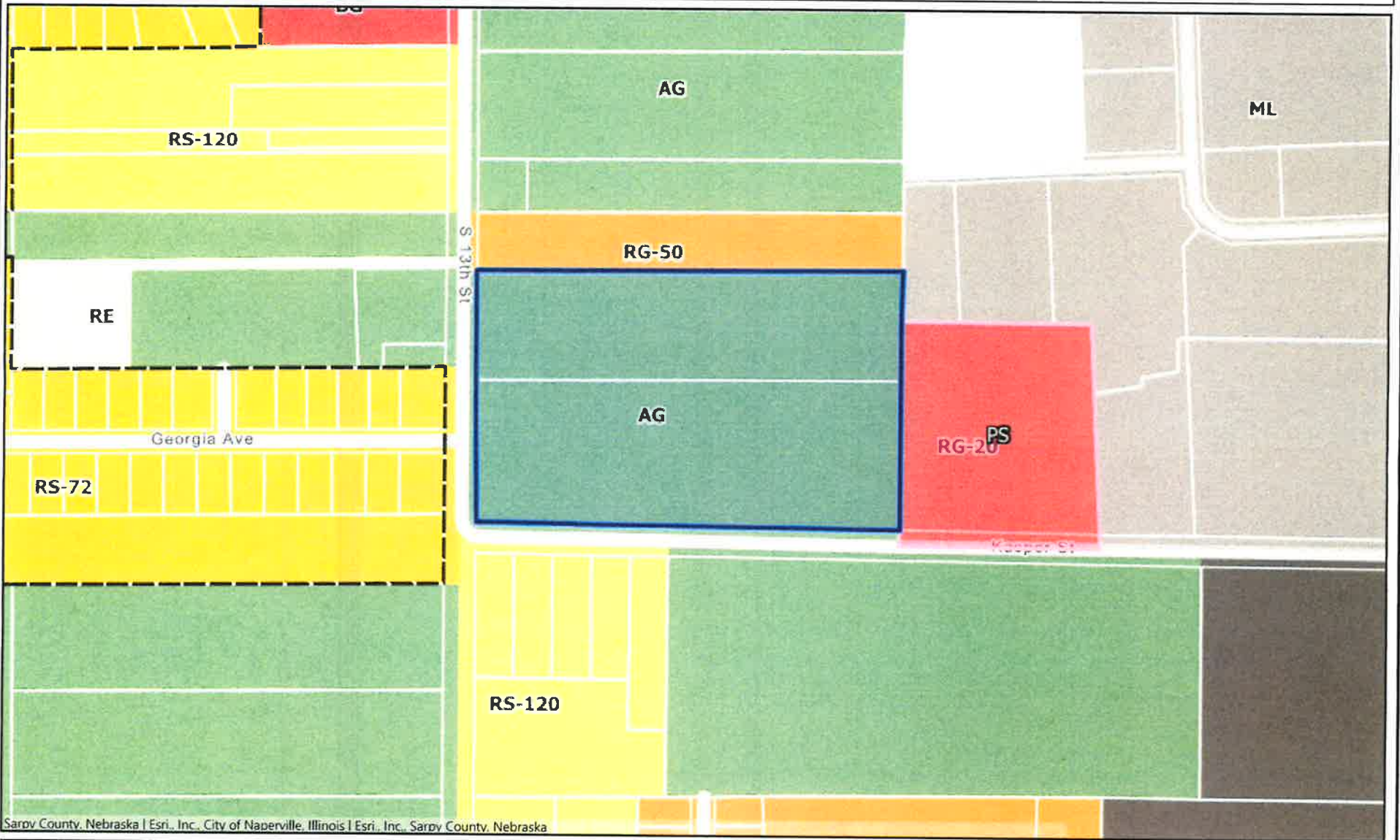
VII. COPIES OF REPORT TO:

1. Excel Development Group
2. REGA Engineering
3. Cline Williams
4. Public Upon Request


Assistant Planning Manager


Planning Director


Date of Report



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



Map Scale 1: 4514

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



Notes





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



Map Scale 1: 4514

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



Notes



JUSTIFICATION FOR REZONING
FOR
CARDINAL COMMONS I & II

LOTS 7 AND 8, OLD ORCHARD PLACE ADDITION
BELLEVUE, NEBRASKA
SUBMITTED: June 23, 2023

Submitted to:
Chairman and Members of the Planning Board

Submitted by:

Applicant: Excel Development Group
8551 Lexington Avenue
Lincoln, NE 68505

Contact: Connor Menard
402-219-3943
connor@exceldg.com

RECEIVED
JUL 17 2023
PLANNING DEPT.

Project Background:

The projects sites are generally located at the Northeast corner of the intersection of South 13th Street and Kasper Street. The project site presently consists of portions of Lots 7 and 8, Old Orchard Place Addition, City of Bellevue, Sarpy County Nebraska, and is approximately 11.3 acres.

Once completed the developments will offer 62 new duplex units for rental to tenant's 55 and older with 80% of the units having incomes below 60% of the applicable medium income. The project will support the continued growth and housing needs of the Bellevue community.

The City of Bellevue was one of the hardest hit areas from the record breaking 2019 floods. The first phase of Cardinal Commons I was awarded \$2 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to add much needed affordable housing in Bellevue and to increase community resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue.

According to the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability findings a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster, an estimated 340 units, were in areas occupied by low- to moderate-income individuals and families. This includes an estimated 200 manufactured, modular and mobile homes in the City of Bellevue. At least 278 rental units are recommended for very low and low-income Sarpy County households by 2025. An estimated 154 rental housing units should be designated for seniors in the City of Bellevue.

The Bellevue Affordable Housing Action Plan shows a need for 104 affordable housing units for seniors (55+) and a need for 165 affordable housing units for seniors (55+) by 2032. This residential development conforms to the general plan for the City as a whole because it is consistent with the residential uses east and south of the project site. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

Redevelopment of this site is anticipated to begin in 2023. It is anticipated that the construction of the first phase of the 18 duplexes consisting of 36 units of affordable senior housing and a separate community building for this project will be completed in 2024. The second phase is anticipated to start construction in 2024 with 13 duplexes consisting of 26 units of affordable senior housing and various other amenities to be completed in 2025.

Existing Land Use and Conditions of the Redevelopment Site:

The project site is currently zoned as AG – Agriculture.

Lots 7 and 8, Old Orchard Place Addition, are currently owned by Muriel Hagmann, Trustee of the Muriel Hagmann Family Trust. Excel Development Group has a binding contract to purchase this property upon the approval of the final plat by the City of Bellevue.

The project site is currently used as a residence with an adjoining acreage. The residence is a single-family house that is 94 years old. There is also a horse barn, pole barn, and tool shed. All of these structures are more than 40 years old and are in a deteriorated condition.

The project site has been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq. Redevelopment of the property will support the City of Bellevue's elimination of blighted and substandard areas within its boundaries as well as provide needed additional housing in the City.

Proposed Use and Project Details:

The project is proposed to be rezoned to RG-28-PS from the existing AG –Agricultural. To the north of the site is an OPPD Electrical line zoned RG-50 - General Residence. To the west of the site are single-family homes zoned Zoning District: RS-72 - Single Family Residence. To the south of site are single-family acreages zoned RS-120 - Single Family Residence as well as a site for a future Habitat for Humanity project currently zoned AG – Agriculture. To the east of the project is an apartment complex zoned RG-20 - General Residence.

The Preliminary Plat is attached as Exhibit B - Preliminary Plat. The project site for phase I will be the land designated as portions of Lots 1, 2, and Outlot B and all of Outlot C, Cardinal Commons Preliminary Plat. The project site for phase II will be the land designated as portions of Lots 1, 2 & Outlot B as well as all of Lot 3 and Outlot A, D, & E on the Cardinal Commons Preliminary Plat. Lot 4 on the Cardinal Commons Preliminary Plat is where the current cell tower is located and will remain owned by the current owner.

The Applicant proposes to construct a total of 31 duplexes consisting of 62 units of affordable senior housing known as Cardinal Commons I & II. Each unit will have 2 bedrooms and 1 bathroom, and have approximately 1,034 square feet living area, 53 SF storage area, 292 SF single-car garage, total of 1,379 SF. The Applicant will also construct a 2,052 square foot community center which will have a kitchen, a community use space for residents, and a storm shelter. A community garden will be built in the second phase.

Recreational needs of the development will be met with the duplexes offering sidewalks for people to walk through the development. residents will have front and rear patios that will connect to their yards to use for various activities. A community building with a kitchen, a community use space for residents, and a storm shelter will be provided for residents for monthly potlucks and for residents to rent out for birthday parties, card nights, etc. A community garden will be built in the second phase of the development.

The residential structures will be built by a contractor selected by the Applicant. The architectural plans are being designed by Architectural Design Associates (ADA). Engineering services are provided by REGA Engineering.

Applicant anticipates beginning grading and construction of necessary infrastructure in 2023, and anticipates completing the construction of both phases in 2025.

Applicant will operate the project as an affordable senior rental project for with at least one qualifying tenant living in the unit being aged 55 or older. The Applicant has received an allocation of federal and state low-income housing tax credits from the Nebraska Investment Finance Authority (“NIFA”). The project will be subject to a Land Use and Restriction Agreement with NIFA that will require 40% of the units to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years.

Parking Plan for Proposed Project:

Each residence will have an attached garage and driveway available for parking. There will be parking along the roads within the development as well. There will be a parking lot available for the community building.

Access to the Development by Phase

Phase I of Cardinal Commons will have access from Kasper Street from the south and from S 13th Street from the west. All of Hagmann Plz and S 9th Ct will be constructed during the first phase of the development, which will connect Kasper St to S 13th St.

Phase II of Cardinal Commons will have access from S 13th Street to the west and Kasper Street to the south which goes through phase I of the development. Will look to use S 13th St as construction entrance for phase II.

Conclusion

Rezoning the project site from AG – Agriculture to RG-28-PS will provide a huge economic and social benefit to the City of Bellevue by allowing the Cardinal Commons I & II projects to move forward. It will help address the needs for more high-quality affordable housing for seniors found in both the Bellevue Affordable Housing Action Plan and the Sarpy County Housing Study. It will also increase the communities resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue. Adding duplexes helps bring missing middle housing to the area and fits right in between the apartment complex to the east and the single-family homes to the west. In conclusion, our seniors deserve a high-quality affordable place to call home and that’s what Cardinal Commons I & II will provide.

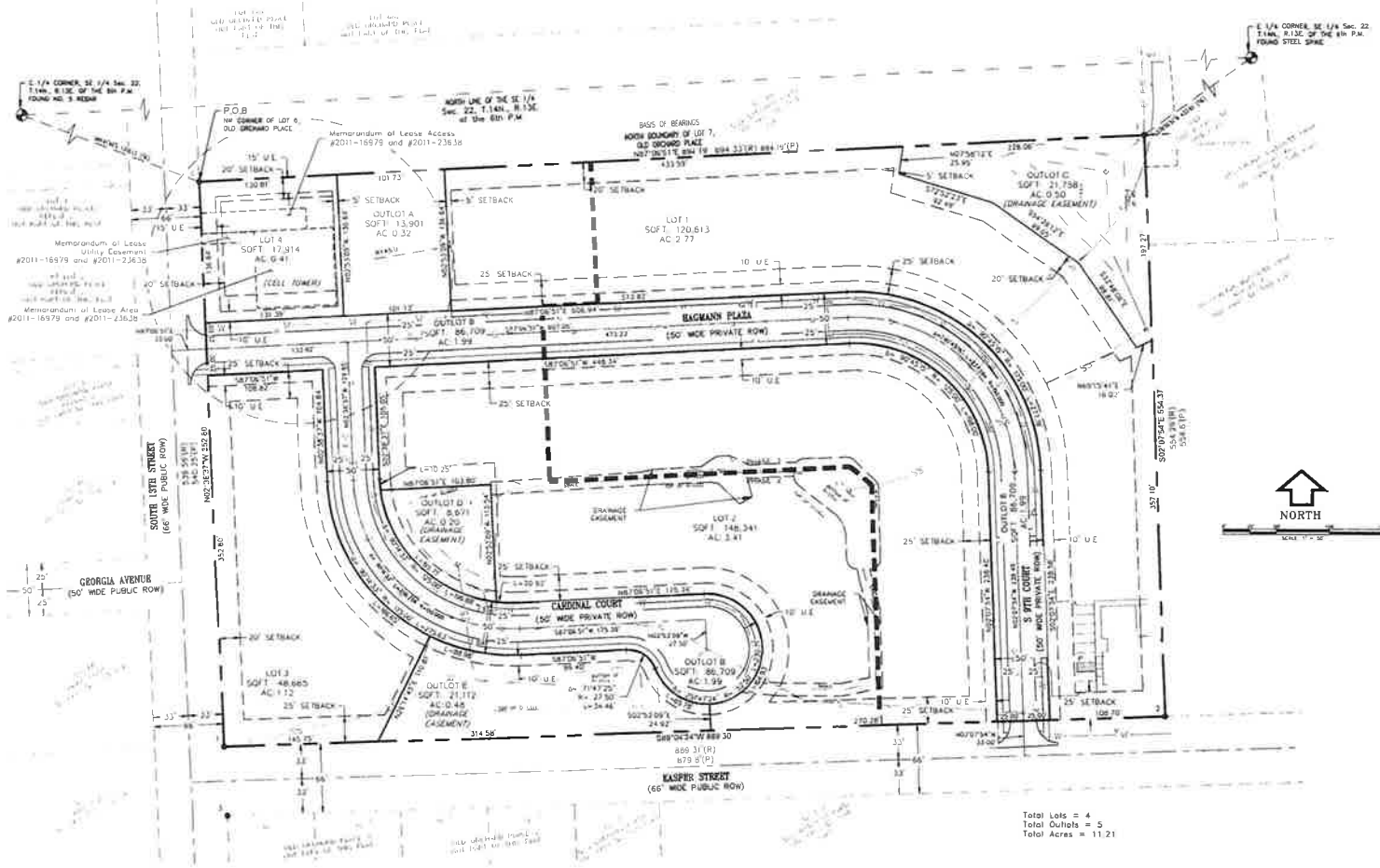
RECEIVED

JUL 17 2023

CARDINAL COMMONS PRELIMINARY PLAT

LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

- SHEET LEGEND:**
- 1 COVER & PROPOSED LAYOUT
 - 2 PROPOSED GRADING
 - 3 PROPOSED UTILITIES
 - 4 STREET PROFILE (MAGNANN PL. & S 9TH ST)
 - 5 STREET PROFILE (CARDINAL CT.)
 - 6 EROSION / SEDIMENT CONTROL



ZONING INFORMATION
CURRENT ZONING: O1 - SINGLE FAMILY
FUTURE ZONING: RC - 28

BUILDING SETBACK RESTRICTIONS
FRONT YARD - 25 FEET
SIDE YARD - 5 FEET
REAR YARD - 20 FEET

OWNER/DEVELOPER:
EXCEL DEVELOPMENT GROUP
8551 Lexington Avenue
Lincoln, NE 68505

SURVEYOR:
LYLE L. LOTH
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY RD, SUITE 'A'
LINCOLN, NE 68512 (402) 484-7342

ENGINEER:
NATHANIEL P. BURNETT
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY RD, SUITE 'A'
LINCOLN, NE 68512 (402) 484-7342

Section Corner Ties
E 1/4 Corner of Sec. 22, T.14N., R.13E.
Fnd. SURVEY MARK: Steel Spike in Asphalt
WSW 44.53 Fnd. D.I.H. nails on East Rim of Manhole
WNW 50.91 Fnd. Nail into Weather on Top of Curb
NW 66.00 Fnd. Nail into Weather on Top of Curb

C 1/4 Corner of Sec. 22, T.14N., R.13E.
Fnd. No. 5 Rebar
N 48.20 Fnd. 2" Open Top pipe
S 40.52 Fnd. 1/2" Rebar
SW 37.11 Fnd. 1/2" Nail in East Face of P.P. 1.5 to S.A.G.

Total Lots = 4
Total Outlets = 5
Total Acres = 11.21

MONUMENT SYMBOL LEGEND

- 1 FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED 'S 478'
 - 2 FOUND 1-1/2" PIPE
 - 3 FOUND 1" PINCHED PIPE
 - (R) RECORD PER W.D. #07-038
 - (P) RECORD PER OLD ORCHARD PLACE
- NOTE: OUTLET B IS AN ACCESS EASEMENT IN ITS ENTIRETY.

GENERAL NOTES

- 1. OUTLET B WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY.
- 2. LOTS 1, 2 AND 3 DO NOT HAVE DIRECT PHYSICAL ACCESS TO KASPER STREET OR SOUTH 13TH STREET.
- 3. RETAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS.

COVER & PROPOSED LAYOUT		
REGA ENGINEERING GROUP, INC. 601 OLD CHENEY RD, SUITE 'A' LINCOLN, NE 68512 402-484-7342 OFFICE		
JOB NAME: CARDINAL COMMONS	DRAWN BY: WSR SCALE: 1"=50' DATE: 01/09/2023	CHECKED BY: LLL/MPS JOB NUMBER: 221054
LOCATION: BELLEVUE, NEBRASKA	SHEET 1 OF 7	601 OLD CHENEY RD, SUITE 'A' LINCOLN, NEBRASKA 68512 402-484-7342 • SURVEYING • PLANNING • ARCHITECTURE • LAND SURVEYING • ANCHORAGE

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JUL 17 2023

PLANNING DEPT.

CARDINAL COMMONS PRELIMINARY PLAT

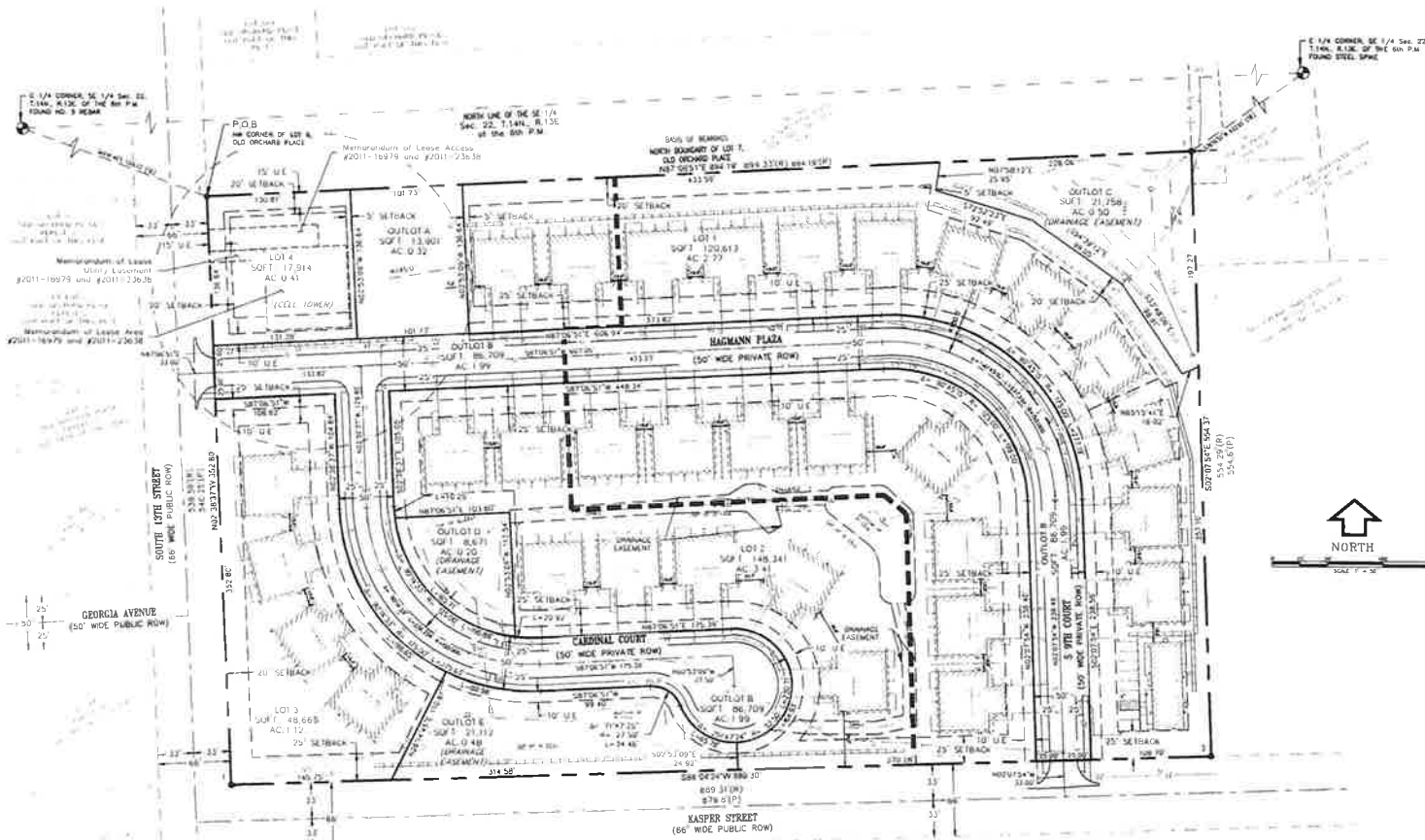
LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP
1"=100'

SHEET LEGEND

- COVER & PROPOSED LAYOUT 1/2" = 1'
- PROPOSED GRADING 1/2" = 1'
- PROPOSED UTILITIES 1/2" = 1'
- STREET PROFILE (HAGMANN PL. & S. 13TH ST.) 1/2" = 1'
- STREET PROFILE (CARDINAL CT.) 1/2" = 1'
- EROSION / SEDIMENT CONTROL 1/2" = 1'



ZONING INFORMATION
 CURRENT ZONING: O1 - SINGLE FAMILY
 FUTURE ZONING: RC - 2B

BUILDING SETBACK RESTRICTIONS
 FRONT YARD - 25 FEET
 SIDE YARD - 5 FEET
 REAR YARD - 30 FEET

OWNER/DEVELOPER:
 EXCELL DEVELOPMENT GROUP
 8531 Lexington Avenue
 Lincoln, NE 68505

SURVEYOR:
 LYLE L. LOFF
 REGA ENGINEERING GROUP INC.
 601 OLD CHENEY RD., SUITE 'A'
 LINCOLN, NE 68512 (402) 484-7342

ENGINEER:
 MATTHEW P. BURRITT
 REGA ENGINEERING GROUP INC.
 601 OLD CHENEY RD., SUITE 'A'
 LINCOLN, NE 68512 (402) 484-7342



Total Lots = 4
 Total Outlots = 5
 Total Acres = 11.21

MONUMENT SYMBOL LEGEND

- 1 FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"
- 2 FOUND 1-1/2" PIPE
- 3 FOUND 1" PINCHED PIPE
- (R) RECORD PER W.D. #07-036
- (P) RECORD PER OLD ORCHARD PLACE NOTE, OUTLOT H IS AN ACCESS EASEMENT IN ITS ENTIRETY

GENERAL NOTES

- 1 OUTLOT B WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY
- 2 LOTS 1, 2 AND 3 DO NOT HAVE PHYSICAL ACCESS TO KASPER STREET OR SOUTH 13TH STREET
- 3 RETAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS

COVER & PROPOSED LAYOUT

REGA ENGINEERING GROUP INC. 601 OLD CHENEY RD., SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE		REGA ENGINEERING 601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 402-484-7342
JOB NAME: CARDINAL COMMONS LOCATION: BELLEVUE/CARDINAL	DRAWN BY: NCH SCALE: 1"=30' DATE: 06/08/2023 JOB NUMBER: 221054	
SHEET 1 OF 7		CHECKED BY: LLL/PJP PLANNING LANDSCAPE ARCHITECTURE LAND SURVEYING IRRIGATION

ORDINANCE NO. 4129

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 13TH STREET AND KASPER STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 6, and Outlots A through F, Cardinal Commons, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-28-PS (General Residential – 5,000 Square Foot Zone)

(Excel Development Group)

Section 2. This ordinance shall not take effect until such time as the final plat of Cardinal Commons 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 effect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

RECEIVED

12c1.
9/5/2023

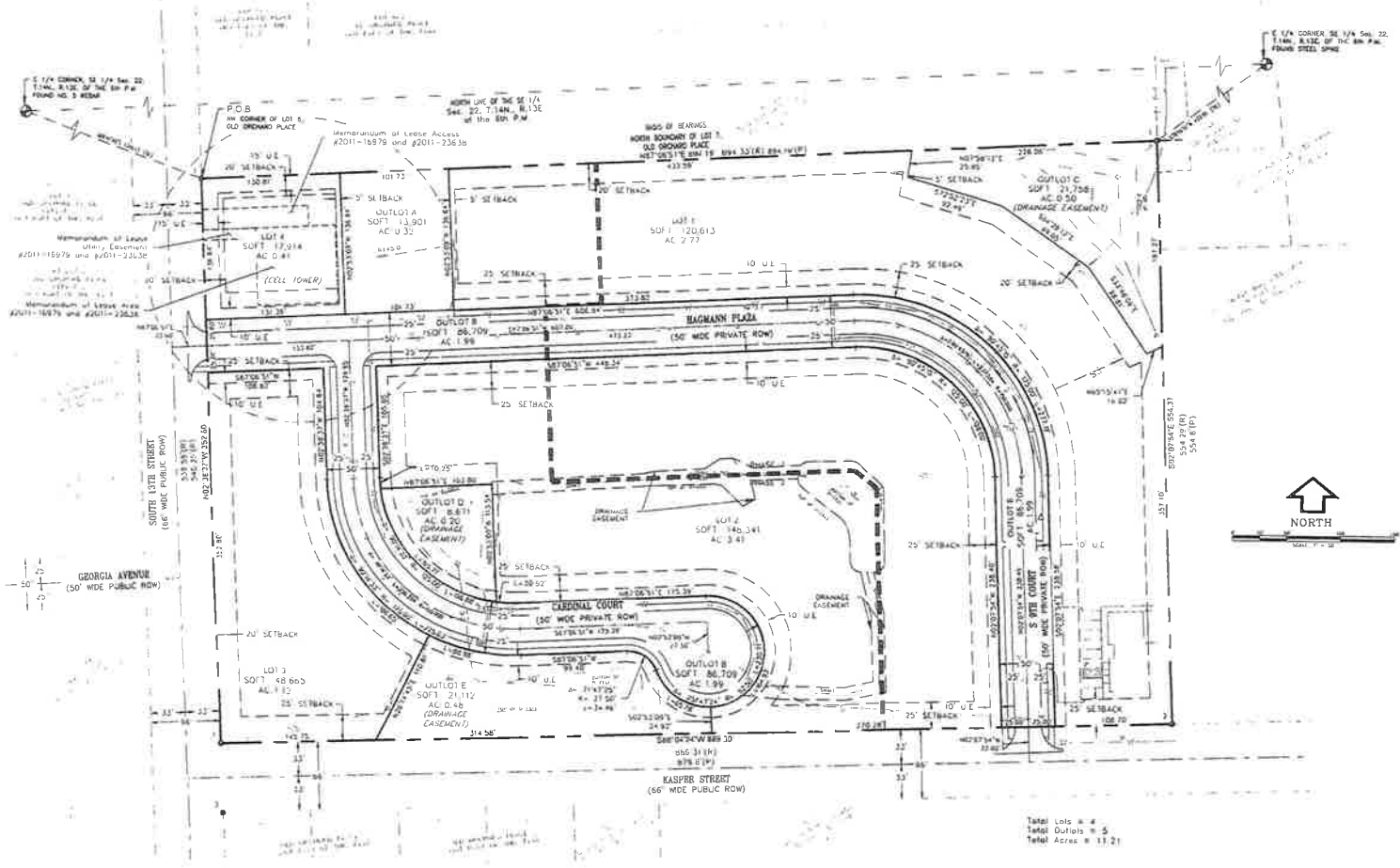
JUL 17 2023

CARDINAL COMMONS PRELIMINARY PLAT

LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SHEET LEGEND:
COVER & PROPOSED LAYOUT
PROPOSED GRADING
PROPOSED UTILITIES
STREET PROFILE (BAGMANN PL. & S. 13TH ST.)
STREET PROFILE (CARDINAL CT.)
ROADWAY ALIGNMENT CONTROL



ZONING INFORMATION
CURRENT ZONING: O1 - SINGLE FAMILY
FUTURE ZONING: RC - 20

BUILDING SETBACK RESTRICTIONS
FRONT YARD = 25 FEET
SIDE YARD = 5 FEET
REAR YARD = 20 FEET

OWNER/DEVELOPER:
EXCEL DEVELOPMENT GROUP
8551 LEVINGTON AVENUE
LINCOLN, NE 68505

SURVEYOR:
TLC, LLC
REGA ENGINEERING GROUP INC
601 OLD CHENEY RD., SUITE "A"
LINCOLN, NE 68512 (402) 484-7342

ENGINEER:
MATTHEW P. BURNETT
REGA ENGINEERING GROUP INC
601 OLD CHENEY RD., SUITE "A"
LINCOLN, NE 68512 (402) 484-7342



Section Corner Ties
S 1/4 Corner of Sec. 22, T14N, R13E
F.M. SURVEY MARK: Steel Stake in Asphalt
WSW 45 D. Free Dial hole on East Rim of Marking
WNW 90 D. Free Nail and Washer in Top of Curb
NW 45 D. Free Nail and Washer in Top of Curb
C 1/4 Corner of Sec. 22, T14N, R13E
F.M. 3" Brass
N 45 D. Free 1" Cap Top pipe
S 45 D. Free 3/4" Brass
SW 1/4 Free 3" Nail in East Face of P.F. 1.0 to A.G.

Total Lots = 4
Total Outlots = 5
Total Acres = 11.21

MONUMENT SYMBOL LEGEND

- 1 FOUND CAPRIO WREATH WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"
 - 2 FOUND 1-1/2" PIPE
 - 3 FOUND 1" PINCHED PIPE
- (P) RECORD PER W.O. #07-036
(P) RECORD PER OLD ORCHARD PLACE NOTE: OUTLOT B IS AN ACCESS EASEMENT IN T. ENTIRETY

GENERAL NOTES

1. OUTLOT B WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY
2. LOTS 1, 2 AND 3 DO NOT HAVE DIRECT PHYSICAL ACCESS TO KASPER STREET OR SOUTH 13TH STREET
3. REMAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS

COVER & PROPOSED LAYOUT

REGA ENGINEERING GROUP, INC. 601 OLD CHENEY RD., SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE		REGA ENGINEERING <small>601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 (402) 484-7342</small>	
		DRAWN BY: RGR CHECKED BY: ULJ/MSB SCALE: 1" = 50' DATE: 09/16/2023 JOB NUMBER: 221054 SHEET 1 OF 7	COVER & PROPOSED LAYOUT DESIGNING LANDSCAPE ARCHITECTURE LAND SURVEYING BIDDING

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
9/5/2023

COUNCIL MEETING DATE: 09/05/23		SUBMITTED BY: Code Enforcement	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Ordinance No. 4130 to Amend Chapter 19 of the Bellevue Municipal Code by Amending Sections 19-8, 19-14, 19-23, 19-42, 19-52 and 19-95 Regarding Notice Procedures for Nuisance Violations and to Provide an Effective Date

SYNOPSIS/BACKGROUND:

Currently, when Code Enforcement issues Notices of Violations for code violations, if the officer is unable to deliver the notice personally to the property owner, per City code the officer is required to send the notice via certified mail. Before the officer is able to provide notice of the violation by posting the notice on the property, the City must wait to receive the certified mail return receipt back, stating delivery was unsuccessful. This has proven to be a timely, costly and ineffective method of providing notice, as a large amount of notices sent via certified mail are not initially received or picked up at the post office by the property owner. These amendments will get rid of the requirement to send the notice via certified mail, and instead allow for notice to be sent via first-class mail and posting on the property. This will reduce costs for the department and likely increase the number of property owners who receive the notice.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign Ordinance 4130.

ATTACHMENTS:

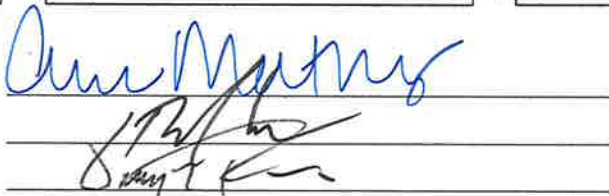
- | | | |
|--|---|-------------------------|
| 1. <input type="text" value="Ordinance No. 4130 - REDLINE"/> | 2. <input type="text" value="Ordinance No. 4130 - CLEAN COPY"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



ORDINANCE NO. 4130

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-8, 19-14, 19-23, 19-42, 19-52, AND 19-95 REGARDING NOTICE PROCEDURES FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article I, Section 19-8 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-8 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Except as otherwise provided in this chapter, whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this chapter, the city shall provide notice to such person of the city's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ Except as otherwise provided in this chapter, a person receiving such notice may within five calendar days after the receipt of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this chapter as set forth in such notice.

(B) Except as otherwise provided in this chapter, unless a person receiving a notice pursuant to this chapter successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this chapter, such person shall abate and/or remove such nuisance within seven calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as provided in this article.

Section 2. That Chapter 19, Article II, Section 19-14 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-14 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the board of health for the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the board of health shall cause notice to be provided to such person, which notice shall inform such person of the board of health's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ A person receiving such notice may, within five calendar days after the receipt of such notice, request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

(B) Unless a person receiving notice pursuant to this section successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this section, such person shall abate and/or remove such nuisance within 60 calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in removing the same including but not limited to labor, equipment, and disposal costs.

Section 3. That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the City Administrator and/or his/her designee as described in such notice.

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

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

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

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

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the City Administrator of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the City Administrator and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the City Administrator and/or his/her designee will not be transcribed or recorded by the City Administrator and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the City Administrator and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the City Administrator and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Administrator and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in

possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 4. That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property, or by certified mail through the United States Post Office, directed to such person. If such owner is not reasonably identified, notice may be left by posting a copy of such notice in a conspicuous place on or about the property. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the City Administrator and/or his/her designee.

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

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

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

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

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the City Administrator of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the City Administrator and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice.

The hearing before the City Administrator and/or his/her designee will not be transcribed or recorded by the City Administrator and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the City Administrator and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the City Administrator and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Administrator and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 5. That Chapter 19, Article V, Section 19-52 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 19-52 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any litter deposited or existing within a creek or watercourse causes imminent danger to the public health, safety or welfare, particularly where such litter is determined to cause an obstruction to the channel, watercourse, or floodway affected, the city shall cause such litter to be removed at the expense of the owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground on which such litter is found or the lot or ground immediately adjacent thereto if such lot or ground was used as the source of such litter or the place of access for the disposition of such litter.

(B) In the event that the city by and through its authorized representatives determines that such danger is not imminent, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such litter is being maintained or the lot or ground immediately adjacent thereto if such lot or ground was used as the source of such litter or the place of access for the disposition of such litter, of the city's determination and issue an order mandating such person to remove such public nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ A person receiving such notice may within five calendar days after receipt of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

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

Section 6. That Chapter 19, Article VII, Section 19-95 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-95 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person of the city's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~, or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ A person receiving such notice may within five calendar days after the receipt of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear

at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

(B) Unless a person receiving a notice pursuant to this section successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this section, such person shall abate and/or remove such nuisance within seven calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article.

Section 7. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4130

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-8, 19-14, 19-23, 19-42, 19-52, AND 19-95 REGARDING NOTICE PROCEDURES FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article I, Section 19-8 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-8 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Except as otherwise provided in this chapter, whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this chapter, the city shall provide notice to such person of the city's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. Except as otherwise provided in this chapter, a person receiving such notice may within five calendar days after the receipt of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this chapter as set forth in such notice.

(B) Except as otherwise provided in this chapter, unless a person receiving a notice pursuant to this chapter successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this chapter, such person shall abate and/or remove such nuisance within seven calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as provided in this article.

Section 2. That Chapter 19, Article II, Section 19-14 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-14 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the board of health for the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction

is in violation of the provisions of this article, the board of health shall cause notice to be provided to such person, which notice shall inform such person of the board of health's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may, within five calendar days after the receipt of such notice, request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

(B) Unless a person receiving notice pursuant to this section successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this section, such person shall abate and/or remove such nuisance within 60 calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in removing the same including but not limited to labor, equipment, and disposal costs.

Section 3. That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the City Administrator and/or his/her designee as described in such notice.

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

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

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

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

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the City Administrator of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the City Administrator and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the City Administrator and/or his/her designee will not be transcribed or recorded by the City Administrator and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the City Administrator and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the City Administrator and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Administrator and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 4. That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the City Administrator and/or his/her designee.

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

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

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

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

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the City Administrator of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the City Administrator and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the City Administrator and/or his/her designee will not be transcribed or recorded by the City Administrator and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the City Administrator and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the City Administrator and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Administrator and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the City Administrator and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

Section 5. That Chapter 19, Article V, Section 19-52 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 19-52 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any litter deposited or existing within a creek or watercourse causes imminent danger to the public health, safety or welfare, particularly where such litter is determined to cause an obstruction to the channel, watercourse, or floodway affected, the city shall cause such litter to be removed at the expense of the owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground on which such litter is found or the lot or ground immediately adjacent thereto if such lot or ground was used as the source of such litter or the place of access for the disposition of such litter.

(B) In the event that the city by and through its authorized representatives determines that such danger is not imminent, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such litter is being maintained or the lot or ground immediately adjacent thereto if such lot or ground was used as the source of such litter or the place of access for the disposition of such litter, of the city's determination and issue an order mandating such person to remove such public nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after receipt

of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

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

Section 6. That Chapter 19, Article VII, Section 19-95 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-95 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person of the city's determination and issue an order mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request a hearing with the city as described in such notice. If a person receiving such notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice.

(B) Unless a person receiving a notice pursuant to this section successfully challenges the nuisance violation set forth in such notice at a hearing requested pursuant to this section, such person shall abate and/or remove such nuisance within seven calendar days after the receipt of such notice. If a person receiving such notice fails or refuses to comply with the order to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article.

Section 7. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
9/5/2023

COUNCIL MEETING DATE: 09/05/23		SUBMITTED BY: Code Enforcement	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Ordinance No. 4131 to Amend Chapter 29.5 of the Bellevue Municipal Code by Amending Section 29.5-9 Regarding Notice Procedures for Nuisance Violations and to Provide an Effective Date

SYNOPSIS/BACKGROUND:

Currently, when Code Enforcement issues Notices of Violations for code violations, if the officer is unable to deliver the notice personally to the property owner, per City code the officer is required to send the notice via certified mail. Before the officer is able to provide notice of the violation by posting the notice on the property, the City must wait to receive the certified mail return receipt back, stating delivery was unsuccessful. This has proven to be a timely, costly and ineffective method of providing notice, as a large amount of notices sent via certified mail are not initially received or picked up at the post office by the property owner. This amendment will get rid of the requirement to send the notice via certified mail, and instead allow for notice to be sent via first-class mail and posting on the property. This will reduce costs for the department and likely increase the number of property owners who receive the notice.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign Ordinance 4131.

ATTACHMENTS:

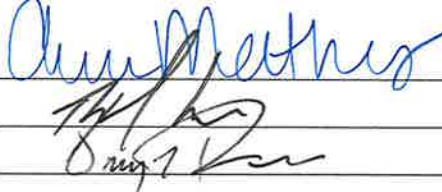
1. <input type="text" value="Ordinance No. 4131 - REDLINE"/>	2. <input type="text" value="Ordinance No. 4131 - CLEAN COPY"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



ORDINANCE NO. 4131

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9 REGARDING NOTICE PROCEDURES FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. ~~or by certified mail through the United States Post Office, directed to such person. If such certified mail is returned with a receipt showing that it has not been delivered to such person, the city may comply with the notice delivery requirements of this section by posting a copy of such notice in a conspicuous place on or about the property.~~ A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

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

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the city administrator of the requested hearing.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4131

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9 REGARDING NOTICE PROCEDURES FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

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

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the city administrator of the requested hearing.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2023.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to rezone Lot 144, Nob Hill, from BG to RS-84, for the purpose of an existing single family residence. Applicants: David and Debra Rospierski. Location: 610 Nob Hill Terrace.

SYNOPSIS/BACKGROUND:

The applicants have submitted a request to rezone their existing single-family residence from BG to RS-84. The current commercial zoning makes the residence a legal, nonconforming use, which makes it difficult to sell the property or secure a bank loan. The applicants' request would bring the residence into conformance with the current Zoning Ordinance. The requested RS-84 zoning is consistent with the zoning designation of the adjacent residential neighborhood. The property meets the minimum RS-84 zoning requirements.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4132
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: _____

(Handwritten signatures in blue ink)

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: David and Debora Rospierski

CASE #: Z-2307-15

CITY COUNCIL HEARING DATE: September 19, 2023

REQUEST: to rezone Lot 144, Nob Hill, from BG to RS-84 for the purpose of an existing single-family residence.

On August 24, 2023, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Hankins						Jacobson
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennet						
	Perrin						

Planning Commission Hearing (s) was held on: August 24, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2307-15

FOR HEARING OF:

REPORT #1: August 24, 2023

REPORT #2: September 19, 2023

I. GENERAL INFORMATION

A. APPLICANTS:

David and Debora Rospierski
Attn: Debora Rospierski
610 Nob Hill Terrace
Bellevue, NE 68005

B. PROPERTY OWNER:

David and Debora Rospierski
610 Nob Hill Terrace
Bellevue, NE 68005

C. LOCATION:

610 Nob Hill Terrace

D. LEGAL DESCRIPTION:

Lot 144, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lot 144, Nob Hill, from BG to RS-84.

F. EXISTING ZONING AND LAND USE:

BG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a change of zone to bring a non-conforming use into conformance with the Zoning Ordinance.

H. SIZE OF SITE:

The site is approximately .23 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently developed with a single-family residence, which was constructed in 1972.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family Residential, BG
- 2. **East:** Single-Family Residential, RS-84
- 3. **South:** Single-Family Residential, RS-84
- 4. **West:** Commercial, BG

C. REVELANT CASE HISTORY:

1. On August 24, 2023, the Planning Commission recommended approval for a request to rezone Lot 144, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG to RS-84, for the purpose of an existing single-family residence.

D. APPLICABLE REGULATIONS:

- 1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as being commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this location.
2. Access is from a private driveway off Nob Hill Terrace.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Debora Rospierski, has submitted a request to rezone Lot 144, Nob Hill, from BG to RS-84.
2. The property is currently developed with a single-family residence. Sarpy County records indicate the home was constructed in 1972.
3. Based on its age, the present use of a single-family residence in a commercial zone is considered a legal nonconforming use. Single-family residential uses were allowed in BG zoning prior to the 2011 Zoning Ordinance update.

In the attached letter, the applicant explains if a nonconforming lot were damaged by 60% or more it could not be rebuilt. Therefore, it would be difficult to secure a bank loan for a nonconforming lot since banks would not want to take on such risk.

4. The requested RS-84 zoning is consistent with the zoning designation of the adjacent residential neighborhood to the east.

The property meets the RS-84 zoning requirements.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and, also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive Plan. Staff believes this was done in error based on its existing zoning. This lot is part of a long-established single family residential neighborhood. The designation will be corrected as part of our upcoming Comprehensive Plan update.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance as well as lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance as well as lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Vicinity Map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received July 20, 2023

VII. COPIES OF REPORT TO:

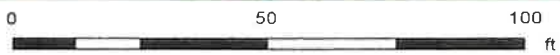
1. Davie and Debora Rospierski
2. Pat Sullivan
3. Public Upon Request


Assistant Planning Manager

 08/28/23
Planning Director Date of Report



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



Map Scale 1: 564

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Notes





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



Map Scale 1: 564

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Notes



JUSTIFICATION OF THE ZONING CHANGE

Lot 144

The property was zoned BG General Business many years ago despite the fact that all of the properties west and adjacent to Nob Hill Terrace has been single-family, residential homes. The zoning of BG at the time allowed for single-family residential due to "pyramid" zoning application. In 2011, the City removed pyramid zoning from its code, literally causing 16 homes to be stripped of compliance and conformity with the zoning code, and became non-conforming lots. Non-conforming lots are subject to a lack of ability to secure lending due to the nonconforming use. The nonconforming use is subject to total removal of the structures if damaged by 60% or more. Banks do not want collateral with this risk. The 60% rules also creates an insurance risk so insurance coverage is more expensive. The City, despite being the one that created this problem, does not want to take it upon itself to resolve this unconscionable consequence. Accordingly, the applicant is justified in its request that it is zoned RS-84.

Rebecca Gaspenski

ORDINANCE NO. 4132

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 610 NOBB HILL TERRACE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 144, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business Zone) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(David and Debora Rospierski)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
9/5/2023

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to rezone Lot 1 College Apartments Addition, from RG-8 to RG-8-PS, with site plan approval, for the purpose of multi-family development. Applicant: Elevate Lofts, LLC. General Location: 400 West 19th Avenue.

SYNOPSIS/BACKGROUND:

Andy Panebianco, on behalf of Elevate Lofts, LLC is requesting a change in zone for Lot 1, College Apartments Addition from RG-8 to RG-8-PS for the purpose of construction of a 168 unit multi-family residential development with site plan approval. Three apartment buildings dating back to 1900 were recently demolished on the property. Tax Increment Financing was approved for this project on October 19, 2022.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

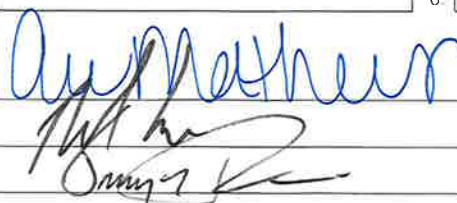
1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4133"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Elevate Lofts, LLC

CASE #: Z-2210-12

CITY COUNCIL HEARING DATE: September 19, 2023

REQUEST: to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, with site plan approval, for the purpose of multi-family development.

On August 24, 2023, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based on conformance with the Zoning Ordinance, the Comprehensive Plan and lack of perceived negative impact to the surrounding area.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Hankins						Jacobson
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennet						
	Perrin						

Planning Commission Hearing (s) was held on: August 24, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2210-12

FOR HEARING OF:

REPORT #1: August 24, 2023

REPORT #2: September 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Elevate Lofts, LLC
1910 South 44th Street
Omaha, NE 68105

B. PROPERTY OWNER:

Elevate Lofts, LLC
1910 South 44th Street
Omaha, NE 68105

C. GENERAL LOCATION:

400 West 19th Avenue

D. LEGAL DESCRIPTION:

Lot 1, College Apartments Addition, located in the Northeast $\frac{1}{4}$ of Section 36, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, with site plan approval.

F. EXISTING ZONING AND LAND USE:

RG-8, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone with site plan approval for the purpose of multi-family residential redevelopment.

H. SIZE OF SITE:

The site is approximately 4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant. The prior multi-family buildings were recently demolished.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family and Multi-Family Residential, RS-84 and RG-8
- 2. **East:** Multi-Family Residential, RG-8
- 3. **South:** Single-Family Residential, RS-72
- 4. **West:** Single-Family Residential, RS-72

C. RELEVANT CASE HISTORY:

- 1. On April 28, 2022, Stella Realty, LLC requested approval for a redevelopment plan for Lot 1, College Apartments Addition, located in the Northeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. The Planning Commission recommended approval of this request on April 28, 2022. City Council approved the aforementioned request on June 21, 2022.
- 2. On August 24, 2023, the Planning Department recommended approval of a request to rezone Lot 1, College Apartments Addition, located in the Northeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-8 to RG-8-PS, for the purpose of a multi-family residential development with site plan approval.

D. APPLICABLE REGULATIONS:

- 1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
- 2. Section 5.17, Zoning Ordinance, regarding Planned Unit Development uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. Access is proposed from West 19th Avenue.

D. UTILITIES:

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

E. ANALYSIS:

1. Andy Panebianco, on behalf of Elevate Lofts, LLC, has submitted a request to rezone (with site plan approval) Lot 1, College Apartments Addition, for the purpose of multi-family residential redevelopment.
2. The proposal consists of 168 apartment units in four buildings. The buildings are a mix of studio, one- and two-bedroom units.
3. This area currently has RG-8 (General Residential-800 Square Foot) zoning. The intent of the RG-8 district is to permit very high-density development, multi-story apartment development, and other uses that are typical and compatible in the operation of apartment houses. The applicant is proposing RG-8-PS zoning.

Based on the size of the property, the current zoning would allow for 219 units.

The -PS overlay is typically utilized in multi-family development. The intent is to encourage the creative design of new living areas. Additionally, it allows for modifications in the platting of lots and the siting of buildings. With the -PS zoning overlay, site plan approval is required.

4. This property has been historically utilized as a multi-family residential development known as College Apartments. The three prior buildings were constructed in 1900 and were recently demolished.
5. The site plan shows 255 total parking stalls including interior/underground parking in each building and exterior surface stalls. Seven parking stalls are ADA-accessible.
6. The applicant has submitted a separate landscape plan. The required 30-foot bufferyard between the proposed development and the adjacent single-family residential neighborhood is shown. The applicant is showing additional plantings,

from the minimum required, along the north and east boundaries adjacent to the parking lot. This is being done for the purpose of mitigating the impact to the existing single-family residential neighborhood.

The landscape plan exceeds the minimum required by ordinance.

7. The applicant will offer a fitness room and a lounge as amenities to its residents. The applicant has indicated a pool, outdoor grills, and a dog run may be future amenities. These items are not shown on the site plan since they are not planned at this time.

8. Internal sidewalks are shown. Additionally, a sidewalk will run adjacent along West 19th Avenue and connect to existing sidewalks to the east.

9. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County 911/GIS requested an amendment to the street name. The applicant's engineer has since done so.

Matt Knight, Public Works Engineer, had technical comments pertaining to the site plan, utility plan, and grading plan. The applicant's engineer has addressed Mr. Knight's concerns.

The proposed drainage plan was reviewed by the city's engineers as well as JEO, who was contracted by the city to assist in this review. Both parties had technical comments regarding the plan, which have since been addressed by the applicant's engineer.

No other comments were received on this case.

10. In regard to requesting the -PS overlay for the development, the applicant's engineer indicates the existing site is approximately 200' wide from east to west, with slopes ranging from 6% to 20%. It is approximately 800' long from north to south with 10% slopes along the right-of-way on the eastern boundary. As such, the existing topography creates a challenging site to develop. TD2 also refers to infrastructure needs and building layout as reasons for the -PS overlay. The overlay will allow for multiple buildings on one lot.

11. Per Section 8.12, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

12. The RG-8 zoning exists currently on the property. This would allow for a multi-family residential development under present zoning with the proper platting.

13. The Future Land Use Map of the Comprehensive Plan designates this property as multi-family residential. Subsequently, this request is in conformance with the Comprehensive Plan.

14. City Council approved Tax Increment Financing for this development on October 18, 2022. The proposed site plan is in conformity with the approved Redevelopment Plan for this property.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, the Comprehensive Plan, the Lot 1, College Apartments Addition 2022 Redevelopment Plan, and the opportunity for infill development, and lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

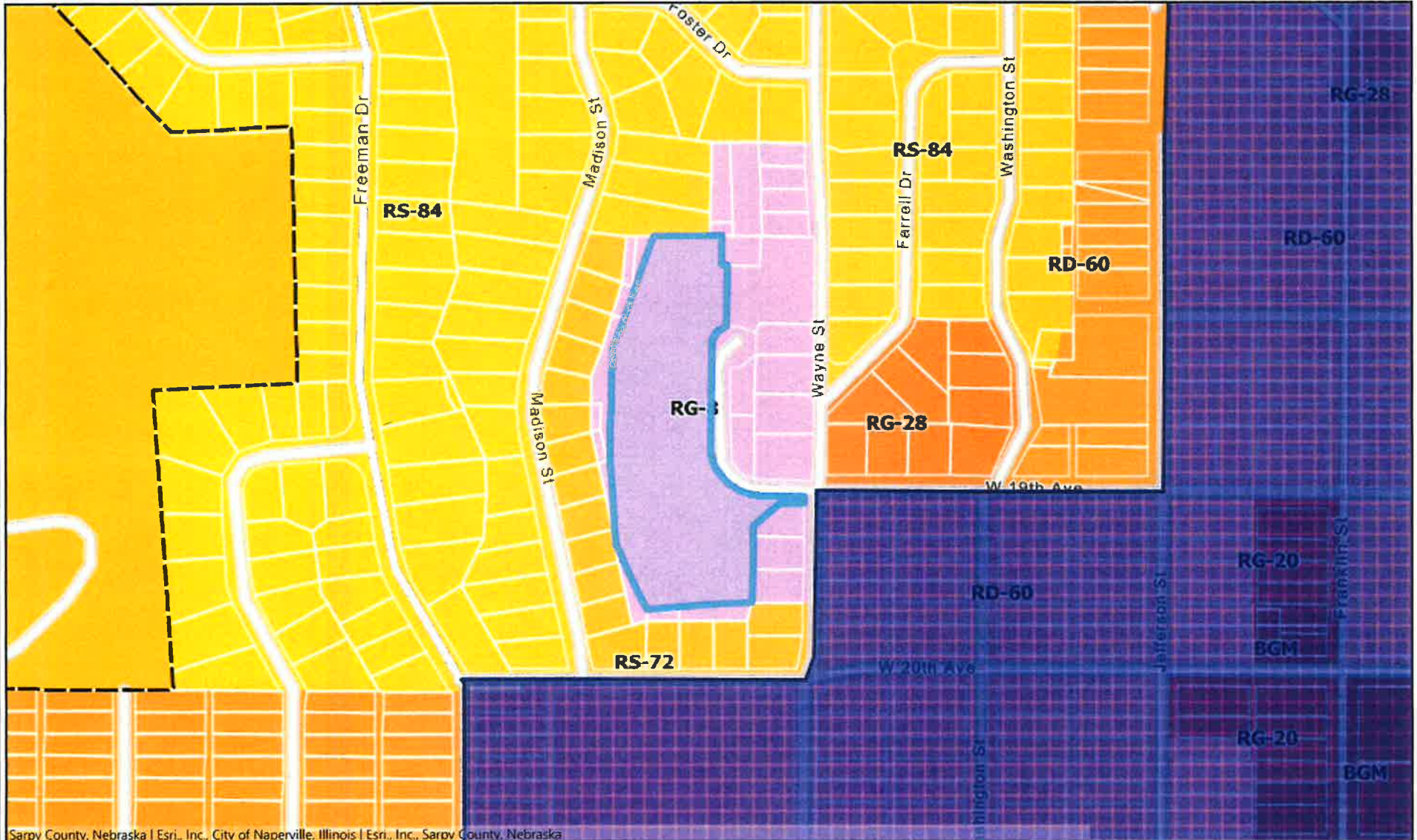
1. Zoning/Vicinity Map
2. 2022 GIS aerial photo of the property
3. Site plan received August 15, 2023
4. Landscape plan received August 11, 2023
5. Zoning justification letter received August 11, 2023

VII. COPIES OF REPORT TO:

1. Elevate Lofts, LLC
2. Andrew Koster: Thompson, Dressen & Dorner, Inc.
3. Public Upon Request


Assistant Planning Manager

 09/29/23
Planning Director Date of Report



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



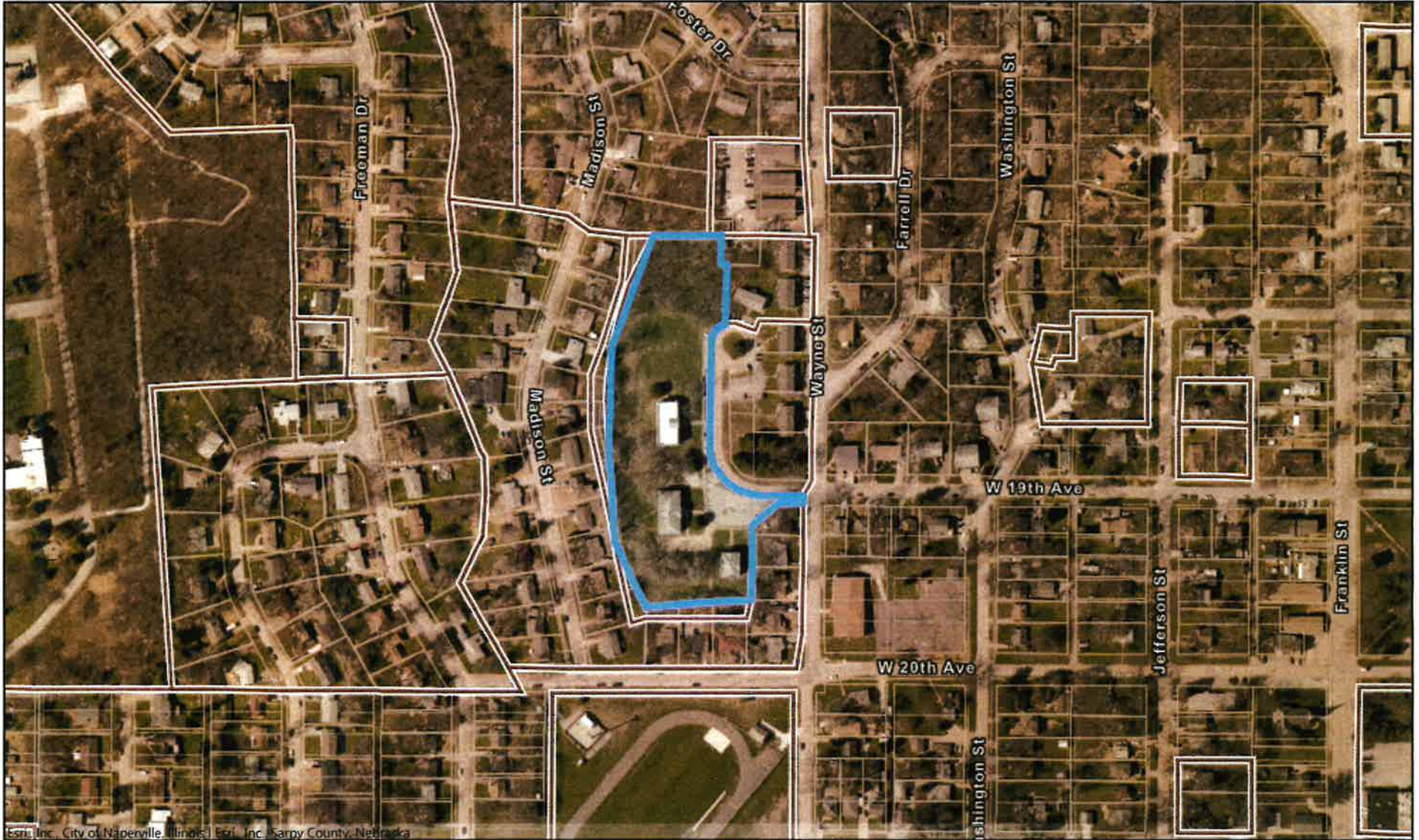
Map Scale 1: 4514

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Notes





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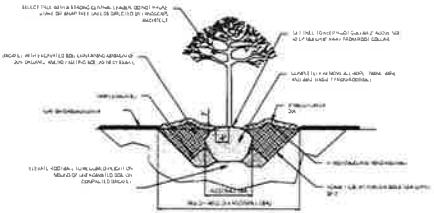
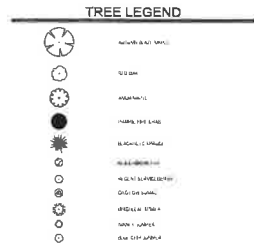
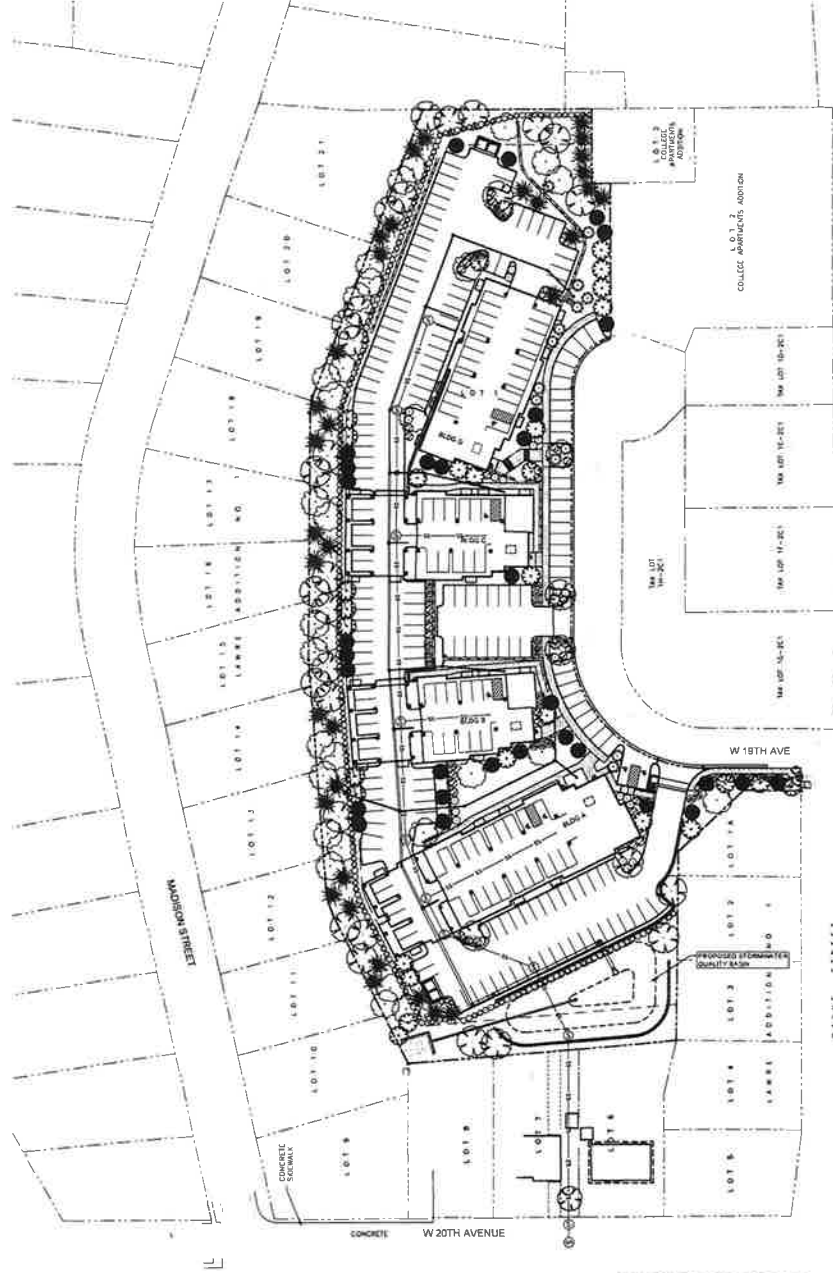
Map Scale 1: 4514

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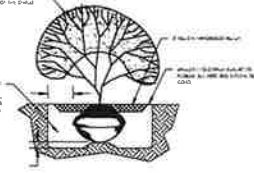


Notes



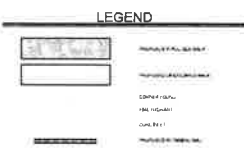


- NOTES:**
- SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CONTAIN 20% ORGANIC MATERIAL.
 - PLANTING STAGES:
 - ARRANGE BOTTOM THIRD OF BACKFILL, SOPE AND TRIM.
 - BURY TREE AND PLUMB. TAMP BACKFILL TO STABILIZE.
 - COMPLETE REMOVAL OF ALL WIRE, HOPE, AND TRINE.
 - DRINKER BACKFILL AND WATER.
 - STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA SHALL BE DONE IN TWO STAGES:
 - A) EXCAVATION OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
 - B) FINAL INSTALLATION AFTER PLANTING AND BACKFILLING.



- LANDSCAPE CALCULATIONS:**
- BUFFERYARD CALCULATIONS**
 - 39.77 BUFFERYARD
 - CONFEROUS SHRUBS AT 3 FEET O.C.
 - 10 DECIDUOUS OR CONIFEROUS TREES PER 30 L.F. OF BUFFERYARD
 - 134 L.F. = 11 TREES / 50 L.F. = 23 DECIDUOUS OR CONIFEROUS TREES
 - 33 CONIFEROUS TREES PROVIDED
 - SECTION A.12.04**
 - MULTI-FAMILY DEVELOPMENT REQUIREMENT PER TWO DWELLING UNITS
 - 1 DECIDUOUS OR CONIFEROUS TREE OR
 - 2 ORNAMENTAL TREES AND 3 SHRUBS
 - 140 DWELLING UNITS = 11 LANDSCAPE UNITS / 3 DWELLING UNITS = 34 LANDSCAPE UNITS
 - 33 DECIDUOUS TREES AND 28 CONIFEROUS TREES = 60 LANDSCAPE UNITS PROVIDED
 - 48 ORNAMENTAL TREES AND 72 SHRUBS = 34 LANDSCAPE UNITS PROVIDED
 - STREET YARD LANDSCAPING**
 - 1 DECIDUOUS TREE OR ORNAMENTAL TREE AND 3 SHRUBS PER 40 L.F. OF STREET FRONTAGE
 - LANE OR
 - 2 4' L.F. LANDSCAPE UNIT / 40 L.F. = 12 LANDSCAPE UNITS
 - 10 ORNAMENTAL TREES AND 30 SHRUBS = 13 LANDSCAPE UNITS PROVIDED
 - PARKING AREA**
 - 19.5 L.F. OF LANDSCAPED AREA PER PARKING STALL
 - 205 PARKING STALLS = 19.5 L.F. / PARKING STALLS = 840.5 L.F. REQUIRED
 - 1 TREE PER 40 L.F. OF LANDSCAPED AREA AS CALCULATED ABOVE
 - 840.5 L.F. / 40 L.F. = 21 TREES / 300 L.F. = 18 TREES
 - 10 DECIDUOUS TREES AND 8 CONIFEROUS TREES PROVIDED
- NO MORE THAN 1 OF TREES CAN BE A SINGLE SPECIES
 AT LEAST 1 OF TREES MUST BE CONIFEROUS

LANDSCAPE TREE SCHEDULE							
QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
32	ACER FREEMANE 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	SAB	7' CAL.	AS SHOWN	35'	45'
33	QUERCUS RUBRUM	RED OAK	SAB	7' CAL.	AS SHOWN	50'	60'
UNDERSTORY ORNAMENTAL							
30	ACER GINNALA	AMUR MAPLE	SAB	7' CAL.	AS SHOWN	30'	35'
31	MALUS & PRAIRIFRERE	RAIRIFRERE CRAB	BAQ	2' CAL.	AS SHOWN	15'	20'
CONIFEROUS TREE							
34	PICEA GLAUCA DENSATA	BLACKHILLS SPRUCE	SAB	6' HT.	AS SHOWN	25'	30'
DECIDUOUS SHRUBS							
33	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	RED CHOCHEBERRY	CONT.	3 GAL.	AS SHOWN	3'	7'
30	AMELANCHIER ALNIFOLIA 'RECENT'	RECENT SERVICEBERRY	CONT.	3 GAL.	AS SHOWN	3'	5'
29	RHUS ARCALANTICA 'GRD Ldwy'	GRD LOW SUMAC	CONT.	3 GAL.	14" O.C.	3'	5'
18	SPIREA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	3 GAL.	36" O.C.	3'	5'
EVERGREEN SHRUBS							
118	JUNIPERUS SPENSIS 'MANEY'	MANEY JUNPER	CONT.	3 GAL.	5' O.C.	5'	5'
118	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNPER	CONT.	3 GAL.	5' O.C.	5'	5'



Elevate Lofts of Bellevue
 Bellevue, Nebraska

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 Date: August 7, 2023
 Project Number: 12-004
 Revisions:

No.	Description	Date



TD2 thompson, dresseen & dornier, inc.
 10836 Old Mill Rd Omaha, NE 68154
 402-330-8860 www.td2co.com

LANDSCAPE PLAN

August 11, 2023

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

Re: Elevate Lofts
400 W 19th Ave, Bellevue, NE 68005
TD2 File No. 869-419.1

Ms. Palm:

This letter is regarding the site plan application for Elevate Lofts located at 400 W 19th Ave, Bellevue, NE 68005. The existing zoning for the property is RG-8, and the proposed zoning is RG-8-PS.

The existing topography on site creates a challenging situation. The site is about 200 feet wide from east to west with slopes ranging from 6% to 20%. It is about 800 feet long from north to south with 10% slopes along the right-of-way on the eastern boundary.

The site is not directly served by storm sewer or sanitary sewer and will require constructing sewer service between existing homes.

The Planned Subdivision District will allow for the construction of multiple apartment buildings, which is necessary to overcome the additional development burdens that this site presents. The proposed apartment buildings have been arranged to maintain the historical drainage patterns which still provide a feasible design for development.

If there are any questions, please call.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Andrew A. Koster, P.E.

AAK/anr

RECEIVED

AUG 11 2023

PLANNING DEPT.

ORDINANCE NO. _____

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 400 WEST 19TH AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, College Apartments Addition, located in the Northeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-8 (General Residential – 800 Square Foot Per Unit Zone) to RG-8-PS (General Residential – 800 Square Foot Per Unit Zone – Planned Subdivision).

(Elevate Lofts, LLC)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

13e.
 9/5/2023

COUNCIL MEETING DATE: 09/05/2023		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 Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for a previously contracted position as well as the reinstatement of a former position.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4134.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4125 (redlined)"/>	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: _____

Ashley Decker

[Signature]

[Signature]

ORDINANCE NO. [4125 4134](#)

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. [41174125](#); 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

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	\$ 5,778 - \$8,327
	Treasurer	\$305 - \$385

Section 2a. Unclassified Range (monthly)

Ambulance Billing Account Manager	\$ 5,079 - \$6,817
Assistant City Attorney	\$ 6,985 - \$10,322
City Attorney	\$ 9,233 - \$12,107
Community Development Director	By Contract
<u>Dir of Community & Ec. Development</u>	<u>\$8,783 - \$12,712</u>
Community Relations Media Coordinator	\$ 5,983 - \$8,083
Acctg, Reporting & Compliance Manager	\$ 6,588 - \$9,213
Deputy Director Parks & Rec	\$ 6,054 - \$8,815
Finance Director	\$ 8,101 - \$11,473
Fire Chief	\$ 8,979 - \$12,470
Human Resources Generalist	\$ 4,326 - \$6,618
Human Resources Director	\$ 7,251 - \$10,875
Manager of Engineering Services	\$ 7,500 - \$10,258
Library Director	\$ 7,334 - \$10,085
Planning Director <u>Manager</u>	\$ 7,906 6,441 - \$11,508 <u>8,867</u>

Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 - \$12,049
Public Works Engineer II	\$ 6,363 - \$8,967
Risk Manager	\$ 5,674 - \$7,648

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 - \$30.99
	Executive Secretary	\$ 26.57 - \$36.69
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 - \$31.22
	Sr. HRIS/Payroll Specialist	\$ 24.38 - \$33.63
	Office of Professional Standards Coord.	\$27.25 - \$34.76

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	\$ 8,694 - \$11,333

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	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	\$13.33 - \$18.00

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

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly) \$10.50 to \$12.00

Section 8. That Ordinance ~~41254117~~ 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 _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
9/5/2023

COUNCIL MEETING DATE: 09/05/2023		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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing - Request for approval of activities associated with the Olde Towne Trick or Treat Event on October 22, 2023 from 3:30 p.m. to 6:30 p.m. (actual event - 4:00 p.m - 6:00 p.m.)

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. Bellevue Trick or Treat will be Sunday, October 22, 2023 in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd. Applicant has asked for fee to be waived due to it being a community event.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Request approval of Event License Application for Bellevue Community Foundation for annual Bellevue Trick or Treat on Sunday, October 22, 2023 from 4 p.m. – 6 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the application fee.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Amy Mathes
Susan Kluthe



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - David Goedeken

FROM: Susan Kluthe

DATE: August 23, 2023

SUBJECT: Recommend approval of application from Bellevue Community Foundation for the request of an event license for Bellevue Community Foundation to conduct the Olde Towne Trick or Treat Event in Olde Towne Bellevue, on Sunday, October 22, 2023 from 3:30 p.m. to 6:30 p.m.

Please make comments on the above request and return to Susan Kluthe, by, *Tuesday, August 29, 2023*. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter and will therefore proceed accordingly. Thank you!

Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehrer #171

Signature or Fill in Your Name

8-28-23

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehler

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - David Goedeken

FROM: Susan Kluthe

DATE: August 23, 2023

SUBJECT: Recommend approval of application from Bellevue Community Foundation for the request of an event license for Bellevue Community Foundation to conduct the Olde Towne Trick or Treat Event in Olde Towne Bellevue, on Sunday, October 22, 2023 from 3:30 p.m. to 6:30 p.m.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, August 29, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter and will therefore proceed accordingly. Thank you!

Comments

No Comments

Karen Chandler
Signature or Fill in Your Name

Aug. 28, 2023
Date



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Bellevue Community Foundation Date: 8-24-2023

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-293-3052 Email: phil.davidson@bellevue.net
Address: 1500 Wall Street City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Olde Towne Trick or Treat

Location of Event/Alternate Location:

Portions of Mission Avenue and Franklin between Erwins Jewelry and Washington Park

Dates of Event: October 22, 2023 Alternate Dates: None Hours of Event: 3:30pm to 6:30pm

What Provisions, if applicable, have been made for the following:

- 1. Sanitary Facilities: We will bring in port a potties
- 2. Running Water: N/A
- 3. Power: Businesses will be participating or stand alone booths can bring in portable generators if needed
- 4. Parking: Will work with Police Department on plan
- 5. Insurance: Bellevue Community Foundation has Umbrella Insurance Coverage

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: 

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

waive \$5000 Event Fee

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 8/30/2023
City Council hearing date: 9/5/23
License Fee of \$50 paid on: _____ Receipt #: _____

Notice of Public Hearing
Olde Towne Trick or Treat

On Tuesday, September 5, 2023, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Bellevue Community Foundation to conduct the Olde Towne Trick or Treat Event in Olde Towne Bellevue, on Sunday, October 22, 2023 from 3:30 p.m. to 6:30 p.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty eight hours prior to the meeting.

Susan Kluthe
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Fiscal Year 2024-2029 Capital Improvement Plan (CIP). Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the current budget. The first year of the CIP corresponds with the proposed annual budge. For FY 2024, the proposed Capital Projects total \$72,574,000 with \$64,974,200 being funded by the City and \$7,599,800 being funded by outside sources. The total cost of all projects shown in the CIP is \$291,448,165 with \$233,368,365 being funded by the City and \$58,079,800 coming from outside sources.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Fiscal Year 2024-2029 Capital Improvement Plan"/>
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: City of Bellevue

CASE #: 177

CITY COUNCIL HEARING DATE: September 5, 2023

REQUEST: to approve the 2024-2029 Capital Improvement Plan

On August 7, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL as presented.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: August 7, 2023



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

August 29, 2023

To: City Council, Mayor Hike, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Subject: Proposed 2024-2029 Capital Improvement Plan

Attached is the proposed fiscal year 2024-2029 Capital Improvement Plan (CIP) showing current projected expenditures. Please note some changes may occur as the budget process progresses.

Attachments: 2024-2029 Capital Improvement Plan Spreadsheet

 
Prepared by: _____ Date of Report

MEMORANDUM

TO: City Council, Mayor Hike, City Administrator Jim Ristow
FROM: Angela Curry, Assistant Planning Manager
DATE: August 29, 2023
SUBJECT: Proposed FY 2024-2029 City of Bellevue Capital Improvement Plan

Attached for your review is the proposed City of Bellevue Capital Improvement Plan for Fiscal Years 2024 through 2029.

As with past CIPs, the document lists projects by department for each of the years of the plan. For each project, the total cost is shown along with any outside funding sources and the amount of the funding. The source of City funding is the General Fund unless otherwise shown. Same as in past years, a "cap" of \$50,000 was placed on each project submitted. However, there are several Street Department projects listed for less than this amount because they currently use the CIP as a 1 and 6; this will be the last year. For projects beyond the upcoming annual budget, the funding sources are shown where they have been identified. The total for each department, as well as the yearly total, is also included. Following the list of projects and costs is a list of the projects with a brief description.

The first year of the CIP corresponds with the proposed annual budget. For FY 2024 the proposed Capital Projects total is \$72,574,000 with \$64,974,200 being funded by the City and \$7,599,800 being funded from outside sources. For FY 2025, the proposed Capital Projects total \$69,728,675 with \$51,983,675 being funded by the City and \$17,745,000 being funded from outside sources. The total cost of all capital projects shown in the CIP is \$291,448,165 with \$233,368,365 being funded by the City and \$58,079,800 coming from outside sources.

The CIP includes several major future projects. Major projects include a Library Renovation (\$3,200,000), Phase 1 Reconstruction/Streetscape of Mission Ave, Hancock St to Washington St (\$8,530,000), and Hayworth and Heroes Park Sanitary upgrade(\$1,400,000). Other significant road improvement projects within the plan include Phase 2 Reconstruction/Streetscape Mission Ave, Hancock St to Washington St (\$1,706,000).

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

Attached are the proposed fiscal year 2024-2029 Capital Improvement Plan (CIP) spreadsheets showing current projected expenditures.

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>	<u>TOTAL</u>
Administrative Services	156,000	-	-	-	-	-	156,000
Building Maintenance	420,000	-	-	-	-	-	420,000
Cemetery	60,000	-	-	-	-	-	60,000
Code Enforcement	-	-	-	-	-	-	-
Fire	685,000	1,115,000	1,339,990	2,010,000	1,515,000	1,635,000	8,299,990
Fleet Maintenance	212,000	176,175	-	-	-	-	388,175
Information Technology(IT)	-	-	-	-	-	-	-
Library	3,200,000	250,000	250,000	-	-	-	3,700,000
Non Departmental	-	-	-	-	-	-	-
Parks	2,635,000	1,200,000	-	-	-	-	3,835,000
Permits & Inspections	60,000	-	-	-	-	-	60,000
Police	300,000	712,000	712,000	620,000	2,000,000	-	4,344,000
Public Works	30,385,000	11,470,000	-	-	-	-	41,855,000
Recreation	-	-	-	-	-	-	-
Streets	29,026,000	52,945,500	38,858,000	35,545,000	20,401,000	35,259,500	212,035,000
Wastewater	4,685,000	1,110,000	1,020,000	2,820,000	2,160,000	-	11,795,000
Economic Development	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000
TOTAL	72,574,000	69,728,675	42,929,990	41,745,000	26,826,000	37,644,500	291,448,165
City funding	64,974,200	51,983,675	30,034,990	35,105,000	26,826,000	24,444,500	233,368,365
Funding from others	7,599,800	17,745,000	12,895,000	6,640,000	-	13,200,000	58,079,800

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2023-24

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
AS 24(1) HS Mini Bus Replacement (Vans) (2)	156,000	31,200	124,800	
Building Maintenance				
BM 24(1) Replacement windows for Dist 3 Fire Station #7040	120,000	120,000		
BM 24(2) Replace restroom building in Washington Park	250,000	250,000		
BM 24(3) Replace 4 Heat Pumps in 1510 (bid acquired)	50,000	50,000		
Total	420,000	420,000	-	
Cemetery				
CE 24(1) Front Entryway retaining wall project	60,000	60,000		
Total	60,000	60,000	-	
Code Enforcement				

No capital projects this fiscal year

Total

Economic Development Fund

ED 24(1) LB 840 Infrastructure improvements 750,000 750,000 - Community Betterment

Total 750,000 750,000 -

Fire

FI 24 (1) Replace Bunker gear lockers-50 years old	55,000	55,000	-
FI 24 (2) Replace Fire Car 3 1997 Chevy 2500	65,000	65,000	-
F1 24 (3) Replace Utility 1 2004 F450	80,000	80,000	-
FI 24 (4) Replace Fire Car 1 - 2011 Tahoe	65,000	65,000	-
FI 24 (5) Replace Fire Car 2	65,000	65,000	-
F1 24 (6) Purchase Pickup and Topper	55,000	55,000	-
FI 24 (7) Half of the Police/Fire Command Post-2 years out	300,000	300,000	-

Total 685,000 685,000 -

Fleet

FLT 24 (1) Ford F350 crew cab FWD Diesel standard Package	75,000	75,000	-
FLT 24 (2) Ford F250 standard cab FWD Diesel standard Package	65,000	65,000	-
FLT 24 (3) 4-18,500 lb. Stertil Koni wireless mobile equipment/vehicle heavy-duty lifts - 4 x \$18,000 ea.	72,000	72,000	-

Total 212,000 212,000 -

Information Technology (IT)

No capital projects this fiscal year.

Total - - -

Library

LI 24(1) Renovation - 2206 Longo Drive	3,200,000	3,200,000	-
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Total	<u>3,200,000</u>	<u>3,200,000</u>	<u>-</u>
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Parks

PK 23(1) Bike/Hike Trail Renovations-Banner Park & College Heights	325,000	325,000	
PK 23(2) New Playground Equipment & Shelter (Everett Park),Shelter (Swanson) Restroom-(Stonecroft)	2,050,000	2,050,000	
PK 23(3) Vehicles and Equipment (1-Chipper F-550 Outfitted)	60,000	60,000	
PK 24(4) Ballfield Light Fixture replacement (Haworth & Baldwin)	200,000	200,000	
Total	<u>2,635,000</u>	<u>2,635,000</u>	<u>-</u>

Permits & Inspections

PI 24(1) 2024 Ford Explorer (replace 2013 Explorer)	60,000	60,000	
Total	<u>60,000</u>	<u>60,000</u>	<u>-</u>

Police

PO 24(1) Command Trailer and Truck (shared cost with BFD)	300,000	300,000	
Total	<u>300,000</u>	<u>300,000</u>	<u>-</u>

Public Works

PW 24 (1) Replace/Upgrade GPS Unit	50,000	50,000	
PW 24 (2) Replace Dept Explorer with Full Size PU	70,000	70,000	
PW 24 (3) MUD water main Extension	18,000,000	18,000,000	
PW 24 (4) Public Works Maintenance Facility (Design & Construction)	5,800,000	5,800,000	
PW 24 (5) Metro Transit InterModel Study-Fort Crook Road	115,000	25,000	90,000
PW 24 (6) American Heroes Park Amphitheater(Engineering & Construction)	650,000	650,000	

PW 24 (7) Hayworth Park Drainage Ditch (Engineering & Construction)	700,000	700,000	
PW 24 (8) Entertainment District (Engineering & Construction)	5,000,000	5,000,000	
Total	30,385,000	30,295,000	90,000

Recreation

No capital projects this fiscal year.	-	-	-
Total	-	-	-

Streets

ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	1,415,000	1,415,000	-	AC Funding
ST 24(2) 2024 Concrete Projects	2,540,000	2,540,000	-	See Detail Listing
ST 24(3) 2024 Overlay Projects	1,730,000	1,730,000	-	See Detail Listing
ST 24(4) 2024 Reconstruction Projects	11,854,000	10,389,000	1,465,000	See Detail Listing
ST 24(5) South 36th Street-Sheridan Rd to Plattview Rd	4,500,000	900,000	3,600,000	NDOT 80% cost share
ST 24(6) Bridge Repairs	3,025,000	1,045,000	1,980,000	See Detail Listing
ST 24(7) Drainage Improvements	2,250,000	1,910,000	340,000	See Detail Listing
ST 24(8) Facilities	315,000	315,000	-	See Detail Listing
ST 24(9) Road Construction	210,000	210,000	-	See Detail Listing
ST 24(10) Signal Improvements	212,000	212,000	-	See Detail Listing
ST 24(11) Vehicles and Equipment	975,000	975,000	-	See Detail Listing
Total	29,026,000	21,641,000	7,385,000	

Wastewater

WW 24 (1) CCTV Van Replacement	425,000	425,000		
WW 24 (2) Quail Creek Lift Station Removal	650,000	650,000		Construction estimated carryover May carry over or be deferred, design will be completed 2023
WW 24 (3) Bluff Street lift station and force main replacement	850,000	850,000		Known admin directive, unknown timeline and should be bonded
WW 24 (4) CIPP Pipeline Rehab, Industrial area	160,000	160,000		Known admin directive, unknown timeline and should be bonded
WW24 (5) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000		
WW24 (6) Haworth and American Heroes Park Sanitary	1,400,000	1,400,000		
Total	4,685,000	4,685,000	-	

CAPITAL TOTAL ALL DEPARTMENTS	72,574,000	64,974,200	7,599,800
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PROJECT DESCRIPTIONS

AS 24(1) HS Mini Bus Replacement (Vans) (2)	156,000	156,000	124,800	
(1) a. Mini Bus - \$78,000				
(1) b. Mini Bus - \$78,000				
	<u>156,000</u>	<u>156,000</u>	<u>124,800</u>	
BM 24(1) Replacement windows for Dist 3 Fire Station #7040	120,000	120,000		
BM 24(2) Replace restroom building in Washington Park	250,000	250,000		
BM 24(3) Replace 4 Heat Pumps in 1510 Wall St bldg (bid acquired)	50,000	50,000		
	<u>420,000</u>	<u>420,000</u>	<u>-</u>	
CE 24(1) Front Entryway retaining wall project	60,000	60,000		
	<u>60,000</u>	<u>60,000</u>	<u>-</u>	
ED 24(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000		
FI 24(1) Replace Bunker gear lockers - 50 years Old	55,000	55,000		Community Betterment
FI 24(2) Replace Fire Car 3 1997 Chev 2500	65,000	65,000		
FI 24(3) Replace Utility 1 2004 F450	80,000	80,000		
FI 24(4) Replace Fire Car 1-a 2011 Tahoe	65,000	65,000		
FI 24(5) Replace Fire Car 2	65,000	65,000		
FI 24(6) Purchase Pickup and Topper Communications	55,000	55,000		
FI 24(7) Half of the Police/Fire Command post - 2 Years Out	300,000	300,000		
	<u>685,000</u>	<u>685,000</u>	<u>-</u>	
FLT 24 (1) Ford F350 crew cab FWD Diesel standard Package	75,000	75,000		
FLT 24 (2) Ford F250 standard cab FWD Diesel standard Package	65,000	65,000		
FLT 24 (3) 4-18,500 lb. Steril Koni wireless mobile equipment/vehicle heavy-duty lifts - 4 x \$18,000 ea.	72,000	72,000		
	<u>212,000</u>	<u>212,000</u>	<u>-</u>	
LI 24 (1) Renovation - 2206 Longo Drive	3,200,000	3,200,000		

PK 23(1) Bike/Hike Trail Renovations-Banner Park & College Heights	325,000	325,000	
PK 23(2) New Playground Equipment & Shelter (Everett Park),Shelter (Swanson) Restrooms-(Stonecroft)	2,050,000	2,050,000	
PK 23(3) Vehicles and Equipment (Chipper F-550 Outfitted)	60,000	60,000	
PK 24(4) Ballfield Light Fixtures - Haworth and Baldwin	200,000	200,000	
	<u>2,635,000</u>	<u>2,635,000</u>	-
PI 24(1) 2024 Ford Explorer (replace 2013 Chevy Colorado)	60,000	60,000	-
	<u>60,000</u>	<u>60,000</u>	-
PO 24(1) Command Trailer and Truck (shared cost with BFD)	300,000	300,000	-
	<u>300,000</u>	<u>300,000</u>	-
PW 24 (1) Replace/Upgrade GPS Unit	50,000	50,000	-
PW 24 (2) Replace Dept Explorer with Full Size PU	70,000	70,000	-
PW 24 (3) MUD water main Extension	18,000,000	18,000,000	-
PW 24 (4) Public Works Maintenance Facility (Design & Construction)	5,800,000	5,800,000	-
PW 24 (5) Metro Transit InterModel Study-Fort Crook Road	115,000	25,000	90,000
PW 24 (6) American Heroes Park Amphitheater(Engineering & Construction)	650,000	650,000	-
PW 24 (7) Hayworth Park Drainage Ditch (Engineering & Construction)	700,000	700,000	-
PW 24 (8) Entertainment District (Engineering & Construction)	5,000,000	5,000,000	-
Total	<u>30,385,000</u>	<u>25,295,000</u>	<u>90,000</u>
ST24			
CIPST24(01) Total - Major Street Resurfacing	1,415,000.00	1,415,000.00	-
CIPST24(01) - Major Street Resurfacing - 11 - M146(245A,B) - Kayleen Dr; Gregg Rd E to Harvell Dr - - REHAB ADVANCED CONCRETE REPAIRS / RESURFACING (MAJOR)	535,000	535,000	-
CIPST24(01) - Major Street Resurfacing - 14 - M146(270B) - Giles Rd; 42nd to 48th St - - RESURFACING (MAJOR)	285,000	285,000	-
CIPST24(01) - Major Street Resurfacing - 18 - M146(281B) - Freeman Dr/Jackson St; Harvell Dr to Mission Ave - - RESURFACING (MAJOR)	355,000	355,000	-

CIPST24(01) - Major Street Resurfacing - 19 - M146(282B) - Cascio Addition; Kings Dr, Cascio Dr -- - RESURFACING (MAJOR *CASCI0)	240,000	240,000	-
CIPST24(02) Total - Concrete Projects	2,670,000.00	2,540,000.00	-
CIPST24(02) - Concrete Projects - 7 - M146(233A) - Area: 36th to 42nd St, Suburban Dr to Giles Rd - REHAB ADVANCED CONCRETE REPAIRS	315,000	315,000	-
CIPST24(02) - Concrete Projects - 21 - M146(286A) - Ft Crook Rd; Cornhusker Rd to Capehart Rd - - REHAB ADVANCE CONCRETE REPAIRS	410,000	410,000	-
CIPST24(02) - Concrete Projects - 22 - M146(289A) - Blue Ridge Addition; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - - REHAB, ADVANCED CONCRETE REPAIRS	670,000	670,000	-
CIPST24(02) - Concrete Projects - 23 - M146(292A) - Area: Harrison St to Borman St, 45th to 48th St - - REHAB ADVANCE CONCRETE REPAIRS	205,000	205,000	-
CIPST24(02) - Concrete Projects - 24 - M146(293A) - Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - - REHAB ADVANCE CONCRETE REPAIRS	165,000	165,000	-
CIPST24(02) - Concrete Projects - 25 - M146(296A) - S 36th St; Harrison to Chandler - - REHAB ADVANCED CONCRETE REPAIRS	130,000	130,000	-
CIPST24(02) - Overlay Projects - 27 - M146(298A) - Fairfax Rd; Harvell Dr to Wilroy Rd - - REHAB ADVANCE CONCRETE REPAIRS	130,000	130,000	-
CIPST24(02) - Concrete Projects - 31 - M146(316A) - 25th St; 625' N/ Sautter Ave to Cornhusker Rd - - REHAB ADVANCE CONCRETE REPAIRS	645,000	645,000	-
CIPST24(03) Total - Overlay Projects	1,600,000	1,600,000	-
CIPST24(03) - Overlay Projects - 9 - M146(241) - Kasper St; City limits to Ft Crook Frontage Rd - - RESURFACING	340,000	340,000	-
CIPST24(03) - Overlay Projects - 10 - M146(242) - Twin Ridge II Addition; Bryan Ave, Victoria Ave - - RESURFACING	735,000	735,000	-
CIPST24(03) - Overlay Projects - 20 - M146(285B) - Valleyview, 39th St - - RESURFACING	175,000	175,000	-
CIPST24(03) - Overlay Projects - 26 - M146(297B) - St Andrews Rd; Lincoln Rd to Birchcrest Rd - - RESURFACING	165,000	165,000	-
CIPST24(03) - Overlay Projects - 43 - M146(375) - City-wide; Various - SURFACE PRESERVATION/MAINTENANCE; CHIP-SEALS	185,000	185,000	-
CIPST24(04) Total - Reconstruction Projects	11,854,000.00	10,389,000.11	1,464,999.89
CIPST24(04) - Reconstruction Projects - 1 - M146(74A) - Capehart Rd; 27th to 36th St - - ROW, ENG/DESIGN --> RECONSTRUCTION	125,000	125,000	-
CIPST24(04) - Reconstruction Projects - 3 - M146(194A) - Gilmore Lake Rd e/ 25th St - - ENG/DESIGN --> RECONSTRUCTION, DRAINAGE IMPROVEMENTS (JEO)	110,000	110,000	-

CIPST24(04) - Reconstruction Projects - 5 - M146(215A) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - - YR 1 ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	190,000	190,000	-
CIPST24(04) - Reconstruction Projects - 6 - M146(216A) - Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - - YR 1 ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	35,000	35,000	-
CIPST24(04) - Reconstruction Projects - 8 - M146(236A) - 36th & Chandler intersection - - ENG/DESIGN YR 1; --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	150,000	150,000	-
CIPST24(04) - Reconstruction Projects - 29 - M146(305A) - 36th St; Cornhusker to 370 - - ENG/DESIGN WORK --> RECONSTRUCTION (FINAL DESIGN, PS &E)	425,000	425,000	-
CIPST24(04) - Reconstruction Projects - 30 - M146(312A) - So 32nd St; Chandler Rd to City Limits S/Evelyn St - - ENG/DESIGN --> RECONSTRUCTION	85,000	85,000	-
CIPST24(04) - Reconstruction Projects - 33 - M146(324A) - Cornhusker Rd; Ft Crook to 25th St - - YR 1/3 - ENG/DESIGN --> COORIDOR WIDENING	250,000	250,000	-
CIPST24(04) - Reconstruction Projects - 37 - M146(338A) - Mission Ave, Hancock St to Washington St - - YR 2/2 ENG/DESIGN --> RECONSTRUCTION/STREETSCAPE (BENESCH)	1,706,000	1,706,000	-
CIPST24(04) - Reconstruction Projects - 38 - M146(338B) - Mission Ave, Hancock St to Washington St - - YR 1/2 - RECONSTRUCTION/STREETSCAPE	8,530,000	7,241,000	1,289,000
CIPST24(04) - Reconstruction Projects - 40 - M146(345A) - Childs Rd W; Ft Crook Rd to Nebraska Dr - - YR 1/2 ENG/DESIGN --> RECONSTRUCTION (30% PLANS)	28,000	28,000	-
CIPST24(04) - Reconstruction Projects - 44 - M146(376A) - Lincoln Rd; Mission Ave to W 24th Ave - ENG/DESIGN --> LANE RE-CONFIGURATION, TRAFFIC IMPROVEMENTS	220,000	44,000	176,000
CIPST24(05) Total - South 36th St	4,500,000.00	900,000.00	3,600,000.00
CIPST24(05) - South 36th St - 2 - M146(171B) - So 36th St - Sheridan Rd to Platteview Rd - - PHASE 2; CONSTRUCTION, YR 1/2 (OLSSON)	4,500,000	900,000	3,600,000
CIPST24(06) Total - Bridge Repairs	3,025,000.00	1,045,000.00	1,980,000.00
CIPST24(06) - Bridge Repairs - 28 - M146(301B) - Schilling Dr; 9th St to 13th St - BRIDGE #U023031235 - BRIDGE REMOVAL	550,000	550,000	-
CIPST24(06) - Bridge Repairs - 45 - M146(377A) - Ft Crook Rd; Capehart Rd to Fairview Rd - YR 1/3 ENG/DESIGN --> BRIDGE RECONSTRUCTION, BRIDGE#U023004325P, #U023004324P	2,475,000	495,000	1,980,000

CIPST24(07) Total - Drainage Improvements	2,250,000.00	1,910,000.00	340,000.00
CIPST24(07) - Drainage Improvements - 4 - M146(205A) - Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - - YR 1 ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES	55,000	55,000	-
CIPST24(07) - Drainage Improvements - 12 - M146(253A) - Area 19th to 18th, Chandler Rd - - ENG/DESIGN, CONSTRUCTION ADMIN --> DRAINAGE STRUCTURES (JACOBS)	80,000	80,000	-
CIPST24(07) - Drainage Improvements - 13 - M146(253B) - Area 19th to 18th, Chandler Rd - - DRAINAGE STRUCTURES	545,000	435,000	110,000
CIPST24(07) - Drainage Improvements - 15 - M146(271A) - Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr - ENG/DESIGN --> DRAINAGE DITCH REHAB (JACOBS)	600,000	400,000	200,000
CIPST24(07) - Drainage Improvements - 16 - M146(274A) - NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave - - ENG/DESIGN --> STORMWATER; PIPE REPAIR/REHAB (JACOBS)	245,000	245,000	-
CIPST24(07) - Drainage Improvements - 17 - M146(276A) - College Heights; 407 MMK (Lot 177B) - - ENG/DESIGN, EASEMENTS --> EROSION MITIGATION, DRAINAGE IMPROVEMENTS (JACOBS)	155,000	125,000	30,000
CIPST24(07) - Drainage Improvements - 32 - M146(318) - Ft Crook Rd; Chandler to Capehart - DRAINAGE STRUCTURE REHAB, YR 2	100,000	100,000	-
CIPST24(07) - Drainage Improvements - 35 - M146(336A,B) - Avian Forest; Cobblestone Lane Cir - ENG/DESIGN; EASEMENT --> STORM SEWER REPAIRS	95,000	95,000	-
CIPST24(07) - Drainage Improvements - 39 - M146(339A) - Copper Creek - YR 1 ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION (JACOBS)	125,000	125,000	-
CIPST24(07) - Drainage Improvements - 41 - M146(347A) - Squaw Creek/Big Elk Creek; Area of 30th & Childs Rd to Old 36th St - YR 1 ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	125,000	125,000	-
CIPST24(07) - Drainage Improvements - 46 - M146(380) - Granada Pkwy & 37th St - REPLACE STORM PIPE	125,000	125,000	-
CIPST24(08) Total - Facilities - - -	315,000	315,000	-
CIPST24(08) - Facilities - 55 - M146(325A) - PHASE 2 - 8252 CEDAR ISLAND RD RENOVATIONS - RENOVATIONS	315,000	315,000	-
CIPST24(09) Total - Road Construction	210,000.00	210,000.00	-

CIPST24(9) - Road Construction - 34 - M146(335A) - Area; 21st - 25th St s/Cornhusker			
ENG/DESIGN ----> E/W ACCESS RD CONSTRUCTION	210,000	210,000	-
CIPST24(10) Total - Signal Improvements	212,000.00	212,000.00	-
CIPST24(10) - Signal Improvements - 36 - M146(337) - 36th & Bline - - SIGNAL IMPROVEMENTS	140,000	140,000	-
CIPST24(10) - Signal Improvements - 42 - M146(372A) - Ft Crook Rd & Fairview Rd - YR 1/3 ENG/DESIGN --> INTERSECTION IMPROVEMENTS	72,000	72,000	-
CIPST24(11) Total - Vehicles and Equipment	975,000.00	975,000.00	-
CIPST24(11) - Vehicles and Equipment - 47 - N/A - OPERATIONS - NON- ROAD - REPLACE LOW BOY TRAILER	75,000	75,000	-
CIPST24(11) - Vehicles and Equipment - 48 - N/A - OPERATIONS - NON- ROAD - REPLACE ASPHALT HOT BOX TRAILER	65,000	65,000	-
CIPST24(11) - Vehicles and Equipment - 49 - N/A - OPERATIONS - NON- ROAD - 4 UTILITY TRAILERS	60,000	60,000	-
CIPST24(11) - Vehicles and Equipment - 50 - N/A - OPERATIONS - NON- ROAD - REPLACE ASPHALT TACK TRAILER	15,000	15,000	-
CIPST24(11) - Vehicles and Equipment - 51 - N/A - OPERATIONS - NON- ROAD - REPLACE PICK-UPS; #3,#33,w#10	225,000	225,000	-
CIPST24(11) - Vehicles and Equipment - 52 - N/A - OPERATIONS - NON- ROAD - MOTOR GRADER	225,000	225,000	-
CIPST24(11) - Vehicles and Equipment - 53 - N/A - OPERATIONS - NON- ROAD - PICK UP #1 & #41 (FOR ASPHALT CREW)	160,000	160,000	-
CIPST24(11) - Vehicles and Equipment - 54 - N/A - OPERATIONS - NON- ROAD - LOW BOY TRACTOR (150K)	150,000	150,000	-
CIPST24(11) Total - Vehicles and Equipment - - -	975,000	975,000	-
	29,026,000	21,641,000	7,385,000
WW 24 (1) CCTV Van Replacement	425,000	425,000	
WW 24 (2) Quail Creek Lift Station Removal	650,000	650,000	
WW 24 (3) Bluff Street lift station and force main replacement	850,000	850,000	
WW 24 (4) CIPP Pipeline Rehab, Industrial area	160,000	160,000	
WW24 (5) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000	
WW24 (6) Haworth and Hero Park Sanitary	1,400,000	1,400,000	
	4,685,000	4,685,000	7,599,800

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2024-25

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Code Enforcement				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				

ED 25(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
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Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	
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Fleet

FL 25(1) Vehicles and Equipment	-	-	-	
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	176,175	176,175	-	
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Total	<u>176,175</u>	<u>176,175</u>	<u>-</u>	
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Fire

FI 25 (1) Replace Fire Car 4	60,000	60,000	-	
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FI 25 (2) Replace Utility 3	975,000	975,000	-	
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FI 25 (3) Replace Brush 23	80,000	80,000	-	
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Total	<u>1,115,000</u>	<u>1,115,000</u>	<u>-</u>	
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Information Technology (IT)

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

LI 25 (1) Renovation - 2206 Longo Drive	200,000	200,000	-	
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LI 25 (2) Public Lockers - 2206 Longo Drive	50,000	50,000	-	
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Total	<u>250,000</u>	<u>250,000</u>	<u>-</u>	
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Parks

PK 24(1) American Heroes Park (Restrooms & Playground Equipment)	1,200,000	1,200,000	-	
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Total	<u>1,200,000</u>	<u>1,200,000</u>	<u>-</u>	
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Permits and Inspections

Total	<u>-</u>	<u>-</u>	<u>-</u>	
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Police

PO 25(1) Fleet Purchase	390,000	390,000	-
PO 25(2) Technology Update (Radios and Laptops)	322,000	322,000	-
Total	<u>712,000</u>	<u>712,000</u>	<u>-</u>

Public Works

PW 24 (1) Replace/Upgrade GPS Unit	50,000	50,000	-
PW 24 (2) Replace Dept Explorer with Full Size PU	70,000	70,000	-
PW 24 (3) Public Works Maintenance Facility (Design & Construction)	10,000,000	10,000,000	-
PW 24 (4) American Heroes Park Amphitheater(Engineering & Construction)	650,000	650,000	-
PW 24 (5) Hayworth Park Drainage Ditch (Engineering & Construction)	700,000	700,000	-
Total	<u>11,470,000</u>	<u>11,470,000</u>	<u>-</u>

Recreation

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

Streets

ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	5,550,000	5,550,000	-	AC Funding
ST 25(2) 2025 Concrete Projects	5,265,000	5,265,000	-	See Detail Listing
ST 25(3) 2025 Overlay Projects	2,910,000	2,910,000	-	See Detail Listing
ST 25(4) 2025 Reconstruction Projects	17,837,500	12,097,500	5,740,000	See Detail Listing
ST 25(5) South 36th Street	10,500,000	2,100,000	8,400,000	NDOT 80% cost share
ST 25(6) Bridge Repairs	2,475,000	495,000	1,980,000	See Detail Listing
ST 25(7) Drainage Improvements	4,900,000	4,400,000	500,000	See Detail Listing
ST 25(8) Signal Improvements	2,370,000	1,245,000	1,125,000	See Detail Listing
ST 25(9) Vehicles and Equipment	1,138,000	1,138,000	-	See Detail Listing
Total	<u>52,945,500</u>	<u>35,200,500</u>	<u>17,745,000</u>	

Wastewater

WW 25 (1) Asset Management Software	60,000	60,000	-
WW 25 (2) Sewer Modeling	75,000	75,000	-
WW 25 (3) CIPP Pipeline Rehab South Bellevue	300,000	300,000	-

WW 25 (4) WW Facility Expansion	450,000	450,000	
WW 25 (5) Tractor Replacement	225,000	225,000	-
Total	<u>1,110,000</u>	<u>1,110,000</u>	<u>-</u>

Budgeted due to unknown outcome of Public Works campus concept
Depending on condition and results of overhaul, if favorable may be able to be pused one additional season

CAPITAL TOTAL ALL DEPARTMENTS	69,728,675	51,983,675	17,745,000
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PROJECT DESCRIPTIONS

ED 25(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000	
FI 25 (1) Replace Fire Car 4			
FI 25 (2) Replace Utility 3			
F1 25 (3) Replace Brush 23			
<u>FL 25(1) Vehicles and Equipment</u>			
FLT-4 2018 Ford Transit Van Parts Pickup			
Above Ground Truck Lifts	<u>176,175</u>	<u>176,175</u>	
	176,175	176,175	
LI 25(1) Library Renovation - 2206 Longo Drive	200,000	200,000	
LI 25(2) Public Lockers - 2206 Longo Drive	<u>50,000</u>	<u>50,000</u>	
	250,000	250,000	
PK 25 (1) American Heroes Park Restrooms and Playground Equipment	<u>1,200,000</u>	<u>1,200,000</u>	
	1,200,000	1,200,000	
PO 25(1) Fleet Purchase	390,000	390,000	
PO 25(2) Technology Update (Radios and Laptops)	<u>322,000</u>	<u>322,000</u>	
Total	712,000	712,000	
PW 24 (1) Replace/Upgrade GPS Unit	50,000	50,000	
PW 24 (2) Replace Dept Explorer with Full Size PU	70,000	70,000	
PW 24 (3) Public Works Maintenance Facility (Design & Construction)	10,000,000	10,000,000	
PW 24 (4) American Heroes Park Amphitheater(Engineering & Construction)	650,000	650,000	
PW 24 (5) Hayworth Park Drainage Ditch (Engineering & Construction)	<u>700,000</u>	<u>700,000</u>	
Total	<u>11,470,000</u>	<u>11,470,000</u>	<u>-</u>

ST25

CIPST25(01) - Major Street Resurfacing - 20 - M146(286B) - Ft Crook Rd; Cornhusker Rd to Capehart Rd - - RESURFACING (MAJOR)	3,930,000	3,930,000	-
CIPST25(01) - Major Street Resurfacing - 27 - M146(293B) - Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - - RESURFACING (MAJOR)	300,000	300,000	-
CIPST25(01) - Major Street Resurfacing - 28 - M146(296B) - S 36th St; Harrison to Chandler - - RESURFACING (MAJOR)	355,000	355,000	-
CIPST25(01) - Major Street Resurfacing - 34 - M146(316B) - 25th St, 625' N/ Sautter Ave to Cornhusker Rd - - RESURFACING (MAJOR)	965,000	965,000	-
CIPST25(01) Total - Major Street Resurfacing - - - -	5,550,000	5,550,000	-

CIPST25(02) - Concrete Projects - 9 - M146(235) - Bellevue Blvd North; Prairie Ave to 13th St - - BRICK PAVER REHAB	275,000	275,000	-
CIPST25(02) - Concrete Projects - 12 - M146(257A) - Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - - REHAB, ADVANCE CONCRETE REPAIRS	195,000	195,000	-
CIPST25(02) - Concrete Projects - 13 - M146(263) - Bellaire Heights: Crestridge Dr, Hillside Dr, Valleyview Dr, Kirby Ave, Bellaire Blvd - REHAB REPAIRS	240,000	240,000	-
CIPST25(02) - Concrete Projects - 16 - M146(269A) - Hancock St.; E Mission Ave to E 29th Ave - - REHAB ADVANCED CONCRETE REPAIRS	335,000	335,000	-
CIPST25(02) - Concrete Projects - 21 - M146(286C) - Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - - REHAB ADVANCE CONCRETE REPAIRS	1,670,000	1,670,000	-
CIPST25(02) - Concrete Projects - 22 - M146(287A) - Willow Springs - Lewis and Clark Rd, Hogantown Dr east of 25th St - - REHAB ADVANCE CONCRETE REPAIRS	225,000	225,000	-
CIPST25(02) - Concrete Projects - 24 - M146(290A) - BBN; Prairie Ave to Gregg Rd - - REHAB ADVANCE CONCRETE REPAIRS	260,000	260,000	-
CIPST25(02) - Concrete Projects - 25 - M146(291A) - BBS, Lord Blvd; Lincoln Rd to Franklin St - - REHAB ADVANCE CONCRETE REPAIRS	215,000	215,000	-
CIPST25(02) - Concrete Projects - 31 - M146(309A) - Gregg Rd, Bellevue Blvd N to Galvin Rd - - REHAB ADVANCE CONCRETE REPAIRS	265,000	265,000	-
CIPST25(02) - Concrete Projects - 32 - M146(310A) - Harlan Dr, Galvin Rd to Arboretum Dr - - REHAB ADVANCE CONCRETE REPAIRS	550,000	550,000	-
CIPST25(02) - Concrete Projects - 33 - M146(311A) - 25th St, Lynnwood Dr to Fairview Rd - - REHAB ADVANCE CONCRETE REPAIRS	235,000	235,000	-
CIPST25(02) - Concrete Projects - 35 - M146(322A) - Harvell Dr; Birchcrest Rd to Ft Crook Rd - - REHAB ADVANCE CONCRETE REPAIRS	530,000	530,000	-
CIPST25(02) - Concrete Projects - 42 - M146(346A) - Childs Rd W; Kennedy Frwy to 25th St - - REHAB ADVANCE CONCRETE REPAIRS	45,000	45,000	-
CIPST25(02) - Concrete Projects - 45 - M146(374) - Capehart Rd; Ft Crook to Base Gate, Ft Crook Ramps - PAVEMENT REHAB	225,000	225,000	-
CIPST25(02) Total - Concrete Projects - - - -	5,265,000	5,265,000	-
CIPST25(03) - Overlay Projects - 7 - M146(227) - Kirby Addition; Englewood Dr, Garden Ave, Westridge Ave - - RESURFACING	435,000	435,000	-
CIPST25(03) - Overlay Projects - 8 - M146(233B) - Area: 36th to 42nd St, Suburban Dr to Giles Rd - RESURFACING	825,000	825,000	-

CIPST25(03) - Overlay Projects - 11 - M146(250) - Area Sarpy Ave to 30th St, Harrison St to Chandler Rd - - RESURFACING	705,000	705,000	-
CIPST25(03) - Overlay Projects - 23 - M146(289B) - Blue Ridge Addition; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - - RESURFACING	475,000	475,000	-
CIPST25(03) - Overlay Projects - 26 - M146(292B) - Area: Harrison St to Borman St, 45th to 48th St - - RESURFACING	335,000	335,000	-
CIPST25(03) - Overlay Projects - 29 - M146(298B) - Fairfax Rd; Harvell Dr to Wilroy Rd - - RESURFACING	135,000	135,000	-
CIPST25(03) Total - Overlay Projects - - - -	2,910,000	2,910,000	-
CIPST25(04) - Reconstruction Projects - 1 - M146(74B) - Capehart Rd; 27th to 36th St - - RECONSTRUCTION - YR 1/2	4,500,000	900,000	3,600,000
CIPST25(04) - Reconstruction Projects - 3 - M146(194B) - Gilmore Lake Rd e/ 25th St - - RECONSTRUCTION, DRAINAGE IMPROVEMENTS	1,800,000	1,440,000	360,000
CIPST25(04) - Reconstruction Projects - 5 - M146(215A) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - - YR 2 ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	190,000	190,000	-
CIPST25(04) - Reconstruction Projects - 6 - M146(216A) - Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - - YR 2 ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	35,000	35,000	-
CIPST25(04) - Reconstruction Projects - 10 - M146(236A) - 36th & Chandler intersection - - ENG/DESIGN YR 2; ROW --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	225,000	225,000	-
CIPST25(04) - Reconstruction Projects - 30 - M146(305B) - 36th St, Cornhusker to 370 - - ROW, UTILITIES	1,125,000	225,000	900,000
CIPST25(04) - Reconstruction Projects - 36 - M146(324A) - Cornhusker Rd; Ft Crook to 25th St - - YR 2/3 - ENG/DESIGN --> COORIDOR WIDENING	250,000	250,000	-
CIPST25(04) - Reconstruction Projects - 37 - M146(338B) - Mission Ave, Hancock St to Washington St - - YR 2/2 - RECONSTRUCTION/STREETSCAPE	8,530,000	8,530,000	-
CIPST25(04) - Reconstruction Projects - 40 - M146(345A) - Childs Rd W; Ft Crook Rd to Nebraska Dr - - ENG/DESIGN --> RECONSTRUCTION YR 2/2 (100% PLANS, PS&E)	82,500	82,500	-
CIPST25(04) - Reconstruction Projects - 46 - M146(376B) - Lincoln Rd; Mission Ave to W 24th Ave - LANE RE-CONFIGURATION, TRAFFIC IMPROVEMENTS	1,100,000	220,000	880,000
CIPST25(04) Total - Reconstruction Projects - - - -	17,837,500	12,097,500	5,740,000
CIPST25(05) - South 36th St - 2 - M146(171C) - So 36th St - Sheridan Rd to Platteview Rd - - PHASE 2; CONSTRUCTION, YR 2/2 (OLSSON)	10,500,000	2,100,000	8,400,000
CIPST25(05) Total - South 36th St - - - -	10,500,000	2,100,000	8,400,000
CIPST25(06) - Bridge Repairs - 47 - M146(377A) - Ft Crook Rd; Capehart Rd to Fairview Rd - YR 2/3 ENG/DESIGN --> BRIDGE RECONSTRUCTION, BRIDGE#U023004325P, #U023004324P	2,475,000	495,000	1,980,000
CIPST25(06) Total - Bridge Repairs - - - -	2,475,000	495,000	1,980,000
CIPST25(07) - Drainage Improvements - 4 - M146(205A) - Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - - YR 2 ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES	55,000	55,000	-

CIPST25(07) - Drainage Improvements - 14 - M146(266A) - Fontenelle Hills Addition near 502 Edgewood Ct -- ENG/DESIGN --> STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT (JACOBS)	120,000	120,000	-
CIPST25(07) - Drainage Improvements - 15 - M146(268A) - Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - YR 2/2 ENG/DESIGN, PROPERTY --> DRAINAGE IMPROVEMENTS (JACOBS)	490,000	290,000	200,000
CIPST25(07) - Drainage Improvements - 17 - M146(271B) - Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr - DRAINAGE DITCH REHAB	1,550,000	1,250,000	300,000
CIPST25(07) - Drainage Improvements - 18 - M146(274B) - NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave -- STORMWATER; PIPE REPAIR/REHAB (JACOBS)	1,520,000	1,520,000	-
CIPST25(07) - Drainage Improvements - 19 - M146(276B) - College Heights; 407 MMK (Lot 177B) -- EROSION MITIGATION, DRAINAGE IMPROVEMENTS (JACOBS)	795,000	795,000	-
CIPST25(07) - Drainage Improvements - 38 - M146(339A) - Copper Creek - YR 2 DRAINAGE IMPROVEMENTS, BANK STABILIZATION (JACOBS)	125,000	125,000	-
CIPST25(07) - Drainage Improvements - 39 - M146(340A) - S 30th St; Harrison St to Chandler Rd -- ENG/DESIGN --> STORM SEWER REHAB @ LILLIAN ST (JACOBS)	120,000	120,000	-
CIPST25(07) - Drainage Improvements - 41 - M146(347A) - Squaw Creek/Big Elk Creek; Area of 30th & Childs Rd to Old 36th St - YR 2 ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	125,000	125,000	-
CIPST25(07) Total - Drainage Improvements - - - -	4,900,000	4,400,000	500,000
CIPST25(8) - Signal Improvements - 43 - M146(372A) - Ft Crook Rd & Fairview Rd - YR 2/3 ENG/DESIGN --> INTERSECTION IMPROVEMENTS	120,000	120,000	-
CIPST25(8) - Signal Improvements - 44 - M146(373) - 48th & Capehart - INTERSECTION RECONSTRUCTION, SIGNALS - YR 1/2	2,250,000	1,125,000	1,125,000
CIPST25(8) Total - Signal Improvements - - - -	2,370,000	1,245,000	1,125,000
CIPST25(9) - Vehicles and Equipment - 48 - N/A - OPERATIONS - NON-ROAD - INDUCTOR TRUCK	195,000	195,000	-
CIPST25(9) - Vehicles and Equipment - 49 - N/A - OPERATIONS - NON-ROAD - SINGLE AXLE TRUCK REPLACEMENT (X2)	473,000	473,000	-
CIPST25(9) - Vehicles and Equipment - 50 - N/A - OPERATIONS - NON-ROAD - 1 UTILITY TRAILER	15,000	15,000	-
CIPST25(9) - Vehicles and Equipment - 51 - N/A - OPERATIONS - NON-ROAD - MATERIAL SIFTER	115,000	115,000	-
CIPST25(9) - Vehicles and Equipment - 52 - N/A - OPERATIONS - NON-ROAD - REPLACE PICK-UPS (X2)	150,000	150,000	-
CIPST25(9) - Vehicles and Equipment - 53 - N/A - OPERATIONS - NON-ROAD - LOW BOY TRACTOR (150K)	150,000	150,000	-
CIPST25(9) - Vehicles and Equipment - 54 - N/A - OPERATIONS - NON-ROAD - TRENCH ROLLER	40,000	40,000	-
CIPST25(9) Total - Vehicles and Equipment - - - -	1,138,000	1,138,000	-
	52,945,500	35,200,500	17,745,000

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2025-26

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	- - -	- - -	- - -	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	- - -	- - -	- - -	
Code				
No capital projects this fiscal year.	-	-	-	
Total	- - -	- - -	- - -	
Economic Development Fund				

ED 26(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	

Fire

FI 26 (1) Replace Brush 23	95,000	95,000	-
FI 26 (2) Replace G1	16,000	16,000	-
FI 26 (3) Replace Medic 31 (ordered 2023)	319,540	319,540	-
FI 26 (4) Replace Engine 41 (ordered 2023)	909,450	909,450	-
Total	<u>1,339,990</u>	<u>1,339,990</u>	<u>-</u>

Fleet

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

Information Technology (IT)

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

Library

LI 26 (1) RFID System - 2206 Longo Drive	200,000	200,000	-
LI 26 (2) Public Lockers - 2206 Longo Drive	50,000	50,000	-
Total	<u>250,000</u>	<u>250,000</u>	<u>-</u>

Parks

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

Permits and Inspections

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

Police

PO 26(1) Fleet Purchase	390,000	390,000	-
PO 26 (2) Technology Update (Radios and Laptops)	322,000	322,000	-
	-	-	-
Total	712,000	712,000	-

Public Works

No capital projects this fiscal year	-	-	-
Total	-	-	-

Recreation

No capital projects this fiscal year	-	-	-
Total	-	-	-

Streets

ST 26(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	8,860,000	8,860,000	-	AC Funding
ST 26(2) 2026 Concrete Projects	830,000	830,000	-	See Detail Listing
ST 26(3) 2026 Overlay Projects	1,420,000	1,420,000	-	See Detail Listing
ST 26(4) 2026 Reconstruction Projects	17,488,000	8,248,000	9,240,000	See Detail Listing
ST 26(5) Bridge Repairs	2,475,000	495,000	1,980,000	See Detail Listing
ST 26(6) Drainage Improvements	6,415,000	5,115,000	1,300,000	See Detail Listing
ST 26(7) Signal Improvements	870,000	495,000	375,000	See Detail Listing
ST 26(8) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
	38,858,000	25,963,000	12,895,000	

Wastewater

WW 26 (1) Maintenance Truck Replacement	65,000	65,000	-	
WW 26 (2) Whispering Timbers Lift Station Upgrade	475,000	475,000	-	Remove one station, upgrade \
WW 26 (3) Artic Package Jet Replacement	280,000	280,000	-	
WW 26 (4) SCADA Server Replacement	25,000	25,000	-	
WW 26 (5)Sanitary Master Planning	175,000	175,000	-	
Total	1,020,000	1,020,000	-	

CAPITAL TOTAL ALL DEPARTMENTS

42,929,990

30,034,990

12,895,000

PROJECT DESCRIPTIONS

ED 26(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 26 (1) Replace Brush 23

FI 26 (2) Replace G1

FI 26 (3) Replace Medic 31 (ordered 2023)

FI 26 (4) Replace Engine 41 (ordered 2023)

FL 26(1) Vehicles and Equipment

FLT-3 2012 Ford F250 Service Truck

FLT-8 2013 Ford F350 Fabrication Welding Service Truck

LI 26(1) RFID System

LI 26(2) Public Lockers

PO 26 (1) Fleet Purchase

PO 26(2) Technology Update (Radios and Laptops)

ST26

CIPST26(01) - Major Street Resurfacing - 10 - M146(269B) - Hancock St.; E Mission Ave to E 29th Ave - - RESURFACING (MAJOR)	270,000	270,000	-
CIPST26(01) - Major Street Resurfacing - 12 - M146(286D) - Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - - RESURFACING (MAJOR)	3,325,000	3,325,000	-
CIPST26(01) - Major Street Resurfacing - 14 - M146(290B) - BBN; Prairie Ave to Gregg Rd - - RESURFACING (MAJOR)	775,000	775,000	-
CIPST26(01) - Major Street Resurfacing - 15 - M146(291B) - BBS, Lord Blvd; Lincoln Rd to Franklin St - - RESURFACING (MAJOR)	665,000	665,000	-
CIPST26(01) - Major Street Resurfacing - 17 - M146(309B) - Gregg Rd, Bellevue Blvd N to Galvin Rd - - RESURFACING	105,000	105,000	-
CIPST26(01) - Major Street Resurfacing - 18 - M146(310B) - Harlan Dr, Galvin Rd to Arboretum Dr - - RESURFACING	1,865,000	1,865,000	-
CIPST26(01) - Major Street Resurfacing - 19 - M146(311B) - 25th St, Lynnwood Dr to Fairview Rd - - RESURFACING	575,000	575,000	-
CIPST26(01) - Major Street Resurfacing - 23 - M146(322B) - Harvell Dr; Birchcrest Rd to Ft Crook Rd - - RESURFACING (MAJOR)	870,000	870,000	-
CIPST26(01) - Major Street Resurfacing - 30 - M146(346B) - Childs Rd W; Kennedy Frwy to 25th St - - RESURFACING (MAJOR)	410,000	410,000	-
CIPST26(01) Total - Major Street Resurfacing - - - -	8,860,000	8,860,000	-
CIPST26(02) - Concrete Projects - 3 - M146(228C) - City-wide, various locations - - CONCRETE PAVEMENT REHAB; YR 3	350,000	350,000	-

CIPST26(02) - Concrete Projects - 5 - M146(238A) - Childs Rd E; Camp Gifford Rd to Ft Crook Rd - - REHAB ADVANCED CONCRETE REPAIRS	275,000	275,000	-
CIPST26(02) - Concrete Projects - 27 - M146(340C) - S 30th St; Harrison St to Chandler Rd - - REHAB ADVANCE CONCRETE REPAIRS	205,000	205,000	-
CIPST26(02) Total - Concrete Projects - - - -	830,000	830,000	-
CIPST26(03) - Overlay Projects - 4 - M146(233B) - Area: 36th to 42nd St, Suburban Dr to Giles Rd - - RESURFACING	740,000	740,000	-
CIPST26(03) - Overlay Projects - 6 - M146(240) - 43rd St; Harrison to Margo St - - RESURFACING	180,000	180,000	-
CIPST26(03) - Overlay Projects - 7 - M146(257B) - Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - - RESURFACING	235,000	235,000	-
CIPST26(03) - Overlay Projects - 13 - M146(287B) - Willow Springs - Lewis and Clark Rd, Hogantown Dr east of 25th St - RESURFACING	265,000	265,000	-
CIPST26(03) Total - Overlay Projects - - - -	1,420,000	1,420,000	-
CIPST26(04) - Reconstruction Projects - 1 - M146(74C) - Capehart Rd; 27th to 36th St - - RECONSTRUCTION - YR 2/2	4,500,000	900,000	3,600,000
CIPST26(04) - Reconstruction Projects - 2 - M146(215B) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - - RECONSTRUCTION YR 1/4	790,000	790,000	-
CIPST26(04) - Reconstruction Projects - 16 - M146(305C) - 36th St, Cornhusker to 370 - - YR 1 RECONSTRUCTION	7,050,000	1,410,000	5,640,000
CIPST26(04) - Reconstruction Projects - 20 - M146(313A) - S 42nd St, south of Giles to City Limits - - ENG/DESIGN --> RECONSTRUCTION	100,000	100,000	-
CIPST26(04) - Reconstruction Projects - 21 - M146(314A) - Area 19th to 25th St, Cornelia St to Childs Rd - - ENG/DESIGN --> RECONSTRUCTION	150,000	150,000	-
CIPST26(04) - Reconstruction Projects - 22 - M146(315A) - Area west fo 36th St, Giles Rd to Marie St - - ENG/DESIGN --> RECONSTRUCTION	150,000	150,000	-
CIPST26(04) - Reconstruction Projects - 24 - M146(324A) - Cornhusker Rd; Ft Crook to 25th St - YR 3/3 - ENG/DESIGN --> COORIDOR WIDENING	345,000	345,000	-
CIPST26(04) - Reconstruction Projects - 25 - M146(338B) - Mission Ave, Hancock St to Washington St - - RECONSTRUCTION/STREETSCAPE - YR 1/2 (BENESCH)	4,375,000	4,375,000	-
CIPST26(04) - Reconstruction Projects - 29- M146(345A) -Childs Road West; Ft Crook Rd to Nebraska Dr. Eng/Design--- RECONSTRUCTION/STREETSCAPE - YR 1/2 (BENESCH)	28,000	28,000	-
CIPST26(04) Total - Reconstruction Projects - - - -	17,488,000	8,248,000	9,240,000
CIPST26(05) - Bridge Repairs - 33 - M146(377A) - Ft Crook Rd; Capehart Rd to Fairview Rd - YR 3/3 ENG/DESIGN --> BRIDGE RECONSTRUCTION, BRIDGE#U023004325P, #U023004324P	2,475,000	495,000	1,980,000
CIPST26(05) Total - Bridge Repairs - - - -	2,475,000	495,000	1,980,000
CIPST26(06) - Drainage Improvements - 8 - M146(266B) - Fontenelle Hills Addition near 502 Edgewood Ct - - STORM SEWER REPAIRS, DRAINAGE IMPROVEMENT (JACOBS)	825,000	825,000	-
CIPST26(06) - Drainage Improvements - 9 - M146(268B) - Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - DRAINAGE IMPROVEMENTS	1,360,000	1,060,000	300,000

CIPST26(06) - Drainage Improvements - 11 - M146(271B) - Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr - DRAINAGE DITCH REHAB	3,280,000	2,280,000	1,000,000
CIPST26(06) - Drainage Improvements - 26 - M146(340B) - S 30th St; Harrison St to Chandler Rd - STORM SEWER, DRAINAGE IMPROVEMENTS @ LILLIAN ST (JACOBS)	830,000	830,000	-
CIPST26(06) - Drainage Improvements - 28 - M146(342A) - 1200 Lord Blvd - - ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	120,000	120,000	-
CIPST26(06) Total - Drainage Improvements - - - -	6,415,000	5,115,000	1,300,000
CIPST26(07) - Signal Improvements - 31 - M146(372A) - Ft Crook Rd & Fairview Rd - YR 3/3 ENG/DESIGN --> INTERSECTION IMPROVEMENTS	120,000	120,000	-
CIPST26(07) - Signal Improvements - 32 - M146(373) - 48th & Capehart - INTERSECTION RECONSTRUCTION, SIGNALS - YR 2/2	750,000	375,000	375,000
CIPST26(07) Total - Signal Improvements - - - -	870,000	495,000	375,000
CIPST26(08) - Vehicles and Equipment - 34 - N/A - OPERATIONS - NON-ROAD - DEPT EQUIPMENT REPLACEMENT	500,000	500,000	-
CIPST26(08) Total - Vehicles and Equipment - - - -	500,000	500,000	-
Total	38,858,000	25,963,000	12,895,000
WW 26 (1) Maintenance Truck Replacement	65,000	65,000	-

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2026-27

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
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Administrative Services				
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No capital projects this fiscal year.

Building Maintenance				
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No capital projects this fiscal year.

Total	-	-	-	
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Cemetery				
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No capital projects this fiscal year.

Total	-	-	-	
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Code				
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No capital projects this fiscal year.

Total	-	-	-	
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Economic Development Fund				
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ED 27(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
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Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	
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Fire

FI 27 (1) Replace Truck 21	1,950,000	1,950,000	-
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FI 27 (2) Replace FC 8	60,000	60,000	-
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	-	-	-
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Total	<u>2,010,000</u>	<u>2,010,000</u>	<u>-</u>
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Information Technology (IT)

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

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

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

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

PO 27(1) Fleet Purchase	390,000	390,000	-
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PO 27(2) Technology Update (Radios and LPR)	230,000	230,000	-
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Total	620,000	620,000	-
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Public Works

No capital projects this fiscal year.

Total	-	-	-
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Recreation

No capital projects this fiscal year.

Total	-	-	-
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Streets

ST 27(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	1,660,000	1,660,000	-	AC Funding
ST 27(2) 2027 Concrete Projects	5,525,000	5,525,000	-	See Detail Listing
ST 27(3) 2027 Overlay Projects	325,000	325,000	-	See Detail Listing
ST 27(4) 2027 Reconstruction Projects	16,002,500	10,362,500	5,640,000	See Detail Listing
ST 27(5) Bridge Repairs	92,500	92,500	-	See Detail Listing
ST 27(6) Drainage Improvements	5,465,000	4,465,000	1,000,000	See Detail Listing
ST 27(7) Road Construction	5,100,000	5,100,000	-	See Detail Listing
ST 27(8) Signal Improvements	700,000	700,000	-	See Detail Listing
ST 27(9) Asset Management	175,000	175,000	-	See Detail Listing
ST 27(10) Vehicles and Equipment	500,000	500,000	-	See Detail Listing

Total	35,545,000	28,905,000	6,640,000
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Wastewater

WW 27 (1) Sanitary Generator Install	250,000	250,000	-
WW 27 (2) Collections Truck Replacement	70,000	70,000	-
WW 27 (3) Olde Towne Sanitary CIPP	1,500,000	1,500,000	-
WW 27 (4) Trunkline Replacement and Extension	1,000,000	1,000,000	-

Total	2,820,000	2,820,000	-
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CAPITAL TOTAL ALL DEPARTMENTS	41,745,000	35,105,000	6,640,000
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PROJECT DESCRIPTIONS

ED 27(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000	
FI 27 (1) Replace Truck 21	1,950,000	1,950,000	-
FI 27 (2) Replace FC 8	60,000	60,000	-
	-	-	-
	<u>2,010,000</u>	<u>2,010,000</u>	<u>-</u>
PO 27(1) Fleet Purchase	390,000	390,000	-
PO 27(2) Technology Update (Radios and LPR)	230,000	230,000	-
	-	-	-
	<u>620,000</u>	<u>620,000</u>	<u>-</u>
ST27			
CIPST27(01) - Major Street Resurfacing - 6 - M146(238B) - Childs Rd E; Camp Gifford Rd to Ft Crook Rd - - RESURFACING (MAJOR)	475,000	475,000	-
CIPST27(01) - Major Street Resurfacing - 23 - M146(331) - Harlan Lewis Rd ; 29th & Hancock to City Limits s/Cunningham Rd - - RESURFACING (MAJOR)	480,000	480,000	-
CIPST27(01) - Major Street Resurfacing - 27 - M146(340D) - S 30th St; Harrison St to Chandler Rd - - RESURFACING	705,000	705,000	-
CIPST27(01) Total - Major Street Resurfacing - - -	1,660,000	1,660,000	-
CIPST27(02) - Concrete Projects - 4 - M146(228D) - City-wide, various locations - - CONCRETE PAVEMENT REHAB; YR 4 (DIST 3)	350,000	350,000	-
CIPST27(02) - Concrete Projects - 7 - M146(246A) - Marian Ave.; Bellevue Blvd S to Lincoln Rd - - REHAB ADVANCED CONCRETE REPAIRS	315,000	315,000	-
CIPST27(02) - Concrete Projects - 9 - M146(277A) - S 28th Ave; Capehart Rd to Leawood Dr - - REHAB ADVANCED CONCRETE REPAIRS	110,000	110,000	-
CIPST27(02) - Concrete Projects - 10 - M146(278A) - S 29th Ave; Capehart Rd to Southdale Plaza - - REHAB ADVANCED CONCRETE REPAIRS	95,000	95,000	-
CIPST27(02) - Concrete Projects - 13 - M146(308A) - Galvin Rd/Lincoln Rd; Birchcrest Rd to Bellevue Gate - - REHAB ADVANCE CONCRETE REPAIRS	430,000	430,000	-

CIPST27(02) - Concrete Projects - 24 - M146(332) - Cornhusker Rd; 25th to City Limits w/ 36th St - STREET REHAB REPAIRS, MEDIANS, STREETSCAPE	1,225,000	1,225,000	-
CIPST27(02) - Concrete Projects - 31 - M146(350A) - Bellaire Heights Addition - REHAB, ADVANCE CONCRETE REPAIRS	285,000	285,000	-
CIPST27(02) - Concrete Projects - 32 - M146(351A) - Kirby Addition; Englewood Dr, Wilshire Dr - REHAB, ADVANCE CONCRETE REPAIRS	230,000	230,000	-
CIPST27(02) - Concrete Projects - 33 - M146(352A) - Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr - REHAB, ADVANCE CONCRETE REPAIRS	470,000	470,000	-
CIPST27(02) - Concrete Projects - 34 - M146(353A) - Quail Creek Addition - REHAB, ADVANCE CONCRETE REPAIRS	465,000	465,000	-
CIPST27(02) - Concrete Projects - 36 - M146(355) - 48th St; Harrison St to Schroeder Dr - PAVEMENT REHAB, INLETS, CURB RAMPS	400,000	400,000	-
CIPST27(02) - Concrete Projects - 37 - M146(356) - Cornhusker Rd; 25th to City Limits w/ 36th St - PAVEMENT REHAB, MEDIANS, INLETS, CURB RAMPS	720,000	720,000	-
CIPST27(02) - Concrete Projects - 38 - M146(357A) - Normandy Hills Addition - REHAB, ADVANCE CONCRETE REPAIRS	430,000	430,000	-
CIPST27(02) Total - Concrete Projects - - - -	5,525,000	5,525,000	-
CIPST27(03) - Overlay Projects - 19 - M146(323) - Camp Brewster Rd; Prairie Ave to Ft Crook Rd - - RESURFACING	325,000	325,000	-
CIPST27(03) Total - Overlay Projects - - - -	325,000	325,000	-
CIPST27(04) - Reconstruction Projects - 3 - M146(215B) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 2/4	790,000	790,000	-
CIPST27(04) - Reconstruction Projects - 5 - M146(236B) - 36th & Chandler intersection - YR1; INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	1,112,500	1,112,500	-
CIPST27(04) - Reconstruction Projects - 12 - M146(305C) - 36th St, Cornhusker to 370 - YR 2 RECONSTRUCTION	7,050,000	1,410,000	5,640,000
CIPST27(04) - Reconstruction Projects - 14 - M146(313B) - S 42nd St, south of Giles to City Limits - - RECONSTRUCTION	560,000	560,000	-
CIPST27(04) - Reconstruction Projects - 15 - M146(314B) - Area 19th to 25th St, Cornelia St to Childs Rd - - RECONSTRUCTION; YR 1/2	675,000	675,000	-
CIPST27(04) - Reconstruction Projects - 16 - M146(315B) - Area west fo 36th St, Giles Rd to Marie St - - RECONSTRUCTION; YR 1/2	725,000	725,000	-
CIPST27(04) - Reconstruction Projects - 20 - M146(327A) - W 24th Ave; Lincoln Rd to Calhoun St - - ENG/DESIGN → RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	35,000	35,000	-

CIPST27(04) - Reconstruction Projects - 21 - M146(329A) - S 25th St; Lynnwood Dr to Fairview Rd -- YR 1 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	-
CIPST27(04) - Reconstruction Projects - 26 - M146(338B) - Mission Ave, Hancock St to Washington St - RECONSTRUCTION/STREETSCAPE - YR 2/2 (BENESCH)	4,375,000	4,375,000	-
CIPST27(04) - Reconstruction Projects - 30 - M146(345A) - Childs Rd W; Ft Crook Rd to Nebraska Dr - YR 2 ENG/DESIGN --> RECONSTRUCTION YR 2/2	82,500	82,500	-
CIPST27(04) - Reconstruction Projects - 35 - M146(354A) - BBS, BBS; 13th & Harrison to Lord Blvd - ENG/DESIGN; PRELIM CONCEPT--> CORRIDOR REHAB/STREETSCAPE	105,000	105,000	-
CIPST27(04) - Reconstruction Projects - 40 - M146(379A) - Capehart Rd; 36th St west to City Limits - YR 1/3 ENG/DESIGN --> RECONSTRUCTION	205,000	205,000	-
CIPST27(04) Total - Reconstruction Projects - - - -	16,002,500	10,362,500	5,640,000
CIPST27(05) - Bridge Repairs - 22 - M146(330A) - Twin Creek Dr; 36th to 42nd St - ENG/DESIGN --> STREET REHAB, BRIDGE REPAIRS	92,500	92,500	-
CIPST27(05) Total - Bridge Repairs - - - -	92,500	92,500	-
CIPST27(06) - Drainage Improvements - 1 - M146(157A) - Betz Ditch, south of Lloyd St - ENG/DESIGN --> DRAINAGE IMPROVEMENTS (JACOBS)	400,000	400,000	-
CIPST27(06) - Drainage Improvements - 2 - M146(205B) - Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 1/2	475,000	475,000	-
CIPST27(06) - Drainage Improvements - 8 - M146(268B) - Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - DRAINAGE IMPROVEMENTS	2,680,000	1,680,000	1,000,000
CIPST27(06) - Drainage Improvements - 17 - M146(318) - Ft Crook Rd; Chandler to Capehart - DRAINAGE STRUCTURE REHAB, YR 3	100,000	100,000	-
CIPST27(06) - Drainage Improvements - 28 - M146(341A) - Ft Crook Rd; Avery Rd to Peoples Rd - YR 1 ENG/DESIGN --> DRAINAGE IMPROVEMENTS (JACOBS)	1,010,000	1,010,000	-
CIPST27(06) - Drainage Improvements - 29 - M146(342B) - 1200 Lord Blvd - STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	800,000	800,000	-
CIPST27(06) Total - Drainage Improvements - - - -	5,465,000	4,465,000	1,000,000
CIPST27(07) - Road Construction - 11 - M146(294B) - Willow Springs; s/15th St, west to 25th St - ACCESS ROAD	3,000,000	3,000,000	-
CIPST27(07) - Road Construction - 25 - M146(335B) - Area; 21st - 25th St s/Cornhusker - E/W ACCESS RD CONSTRUCTION	2,100,000	2,100,000	-

CIPST27(07) Total - Road Construction - - - -	5,100,000	5,100,000	-
CIPST27(08) - Signal Improvements - 39 - M146(372B) - Ft Crook Rd & Fairview Rd - YR 1/2 INTERSECTION IMPROVEMENTS	700,000	700,000	-
CIPST27(08) Total - Signal Improvements - - - -	700,000	700,000	-
CIPST27(09) - Asset Management - 18 - M146(319) - Pavement Management System - - DATA COLLECTION, IMPLEMENTATION; YR 1	175,000	175,000	-
CIPST27(09) Total - Asset Management - - - -	175,000	175,000	-
CIPST27(10) - Vehicles and Equipment - 41 - N/A - OPERATIONS - NON-ROAD - DEPT EQUIPMENT REPLACEMENT	500,000	500,000	-
CIPST27(10) Total - Vehicles and Equipment - - - -	500,000	500,000	-
	35,545,000	28,905,000	6,640,000
WW 27 (1) Sanitary Generator Install	250,000	250,000	-
WW 27 (2) Collections Truck Replacement	70,000	70,000	-
WW 27 (3) Olde Towne Sanitary CIPP	1,500,000	1,500,000	-
WW 27 (4) Trunkline Replacement and Extension	1,000,000	1,000,000	-
Total	2,820,000	2,820,000	-

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2027-28

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Building Maintenance				
No capital projects this fiscal year				
Total	-	-	-	
Cemetery				
No capital projects this fiscal year				
Total	-	-	-	
Code				
No capital projects this fiscal year				
Total	-	-	-	
Economic Development Fund				
ED 28(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment

Total	750,000	750,000	-
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Fire

FI 28 (1) Replace Fire Car 5	65,000	65,000	-
FI 28 (2) Replace Brush 33 2002 Chevy 3500	100,000	100,000	-
FI 28 (3) Replace Engine 4 2000 Seagrave Tanker /Pumper	1,000,000	1,000,000	-
F1 28 (4) Replace 2019 Medic 42	350,000	350,000	-

Total	1,515,000	1,515,000	-
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Information Technology (IT)

No capital projects this fiscal year

	-	-	-
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Total	-	-	-
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Library

No capital projects this fiscal year

	-	-	-
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Total	-	-	-
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Parks

No capital projects this fiscal year.

	-	-	-
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Total	-	-	-
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Permits and Inspections

No capital projects this fiscal year

	-	-	-
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Total	-	-	-
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Police

PO 28 (1) Fleet Purchase	400,000	400,000	-
PO 28 (2) Technology Update (LPR)	100,000	100,000	-
PO 28(3) Range	1,500,000	1,500,000	-

Total	2,000,000	2,000,000	-
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Public Works

Total

Recreation

Total

Streets

ST 28(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	3,180,000	3,180,000	-	AC Funding
ST 28(2) 2028 Concrete Projects	2,755,000	2,755,000	-	See Detail Listing
ST 28(3) 2028 Overlay Projects	2,030,000	2,030,000	-	See Detail Listing
ST 28(4) 2028 Reconstruction Projects	5,275,000	5,275,000	-	See Detail Listing
ST 28(5) Bridge Repairs	925,000	925,000	-	See Detail Listing
ST 28(6) Drainage Improvements	4,370,000	4,370,000	-	See Detail Listing
ST 28(7) Signal Improvements	1,166,000	1,166,000	-	See Detail Listing
ST 28(8) Asset Management	200,000	200,000	-	See Detail Listing
ST 28(9) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	20,401,000	20,401,000	-	

Wastewater

WW 28 (1) VFD Replacements	65,000	65,000	
WW 28 (2) Enductor Truck Replacements	595,000	595,000	
WW 28 (3) Olde Towne Sanitary Replacements	1,500,000	1,500,000	
Total	2,160,000	2,160,000	-

CAPITAL TOTAL ALL DEPARTMENTS **26,826,000** **26,826,000** **-**

PROJECT DESCRIPTIONS

ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 28 (1) Replace Fire Car 5	65,000	65,000	-
FI 28 (2) Replace Brush 33 2002 Chevy 3500	100,000	100,000	-
FI 28 (3) Replace Engine 4 2000 Segrave Tanker /Pumper	1,000,000	1,000,000	-
FI 28 (4) Replace 2019 Medic 42	350,000	350,000	-
	<u>1,515,000</u>	<u>1,515,000</u>	<u>-</u>

PO 28 (1) Fleet Purchase	400,000	400,000	-
PO 28 (2) Technology Update (LPR)	100,000	100,000	-
PO 28(3) Range	1,500,000	1,500,000	-
	<u>3,515,000</u>	<u>3,515,000</u>	<u>-</u>

ST28

CIPST28(01) - Major Street Resurfacing - 11 - M146(308B) - Galvin Rd/Lincoln Rd; Birchcrest Rd to Bellevue Gate - - RESURFACING	1,490,000	1,490,000	-
CIPST28(01) - Major Street Resurfacing - 17 - M146(326) - Childs Rd W; 19th to 25th St - - RESURFACING (MAJOR)	340,000	340,000	-

CIPST28(01) - Major Street Resurfacing - 18 - M146(327B) - W 24th Ave; Lincoln Rd to Calhoun St - - REHAB/RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	535,000	535,000	-
CIPST28(01) - Major Street Resurfacing - 24 - M146(348) - Ft Crook Rd - Capehart Rd to Fairview Rd - RESURFACING	400,000	400,000	-
CIPST28(01) - Major Street Resurfacing - 28 - M146(353B) - Quail Creek Addition; Quail Dr - RESURFACING (MAJOR)	415,000	415,000	-
CIPST28(01) Total - Major Street Resurfacing - - - -	3,180,000	3,180,000	-

CIPST28(02) - Concrete Projects - 32 - M146(360) - College Heights - PAVEMENT REHAB, INLETS, CURB RAMPS	605,000	605,000	-
CIPST28(02) - Concrete Projects - 33 - M146(362) - Castle Ridge Addition - PAVEMENT REHAB, INLETS, CURB RAMPS	385,000	385,000	-
CIPST28(02) - Concrete Projects - 34 - M146(363) - Pine Ridge Addition - PAVEMENT REHAB, INLETS, CURB RAMPS	305,000	305,000	-

CIPST28(02) - Concrete Projects - 35 - M146(364) - Samson Way, Golden Blvd to 26th St - PAVEMENT REHAB, INLETS, STORM PIPE REPAIR, CURB RAMPS	190,000	190,000	-
CIPST28(02) - Concrete Projects - 36 - M146(365) - 42nd St; Mark St to Quail Dr - PAVEMENT REHAB, INLETS, CURB RAMPS	130,000	130,000	-
CIPST28(02) - Concrete Projects - 37 - M146(366) - Fairview Rd; Ft Crook to 25th St - PAVEMENT REHAB, INLETS, CURB RAMPS	285,000	285,000	-
CIPST28(02) - Concrete Projects - 39 - M146(369) - Harrison St; 48th St west to City limits - PAVEMENT REHAB, INLETS, CURB RAMPS	290,000	290,000	-
CIPST28(02) - Concrete Projects - 40 - M146(370A) - Sun Valley Addition - REHAB, ADVANCED CONCRETE REPAIRS < RESURFACING	475,000	475,000	-
CIPST28(02) - Concrete Projects - 43 - M146(378A) - Pratt Ave east of 21st St - REHAB, ADVANCE CONCRETE REPAIRS	90,000	90,000	-

CIPST28(02) Total - Concrete Projects - - - -	2,755,000	2,755,000	-
CIPST28(03) - Overlay Projects - 7 - M146(246B) - Marian Ave.; Bellevue Blvd S to Lincoln Rd - - RESURFACING	300,000	300,000	-
CIPST28(03) - Overlay Projects - 9 - M146(277B) - S 28th Ave; Capehart Rd to Leawood Dr - - RESURFACING	135,000	135,000	-
CIPST28(03) - Overlay Projects - 10 - M146(278B) - S 29th Ave; Capehart Rd to Southdale Plaza - - RESURFACING	90,000	90,000	-
CIPST28(03) - Overlay Projects - 25 - M146(350B) - Bellaire Heights Addition; W Mission Ave, Bellaire Blvd - RESURFACING	395,000	395,000	-
CIPST28(03) - Overlay Projects - 26 - M146(351B) - Kirby Addition; Englewood, Wilshire - RESURFACING	320,000	320,000	-
CIPST28(03) - Overlay Projects - 27 - M146(352B) - Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr - RESURFACING; LUCILLE DR, MORRIE DR, 20TH ST	405,000	405,000	-
CIPST28(03) - Overlay Projects - 30 - M146(357B) - Normandy Hills Addition - RESURFACING; GRENOBLE DR, BORDEAUX AVE, NORMANDY BLVD, VERSAILLE ST	385,000	385,000	-
CIPST28(03) Total - Overlay Projects - - - -	2,030,000	2,030,000	-
CIPST28(04) - Reconstruction Projects - 3 - M146(215B) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - - RECONSTRUCTION YR 3/4	790,000	790,000	-
CIPST28(04) - Reconstruction Projects - 5 - M146(236B) - 36th & Chandler - - YR 2; INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	1,112,500	1,112,500	-
CIPST28(04) - Reconstruction Projects - 12 - M146(312B) - S 32nd St; Chandler Rd to City Limits S/Evelyn St - - RECONSTRUCTION	850,000	850,000	-
CIPST28(04) - Reconstruction Projects - 13 - M146(314B) - Area 19th to 25th St, Cornellia St to Childs Rd - - RECONSTRUCTION; YR 2/2	675,000	675,000	-
CIPST28(04) - Reconstruction Projects - 14 - M146(3115B) - Area west fo 36th St, Giles Rd to Marie St - - RECONSTRUCTION; YR 2/2	725,000	725,000	-
CIPST28(04) - Reconstruction Projects - 16 - M146(324B) - Cornhusker Rd; Ft Crook to 25th St - Y1; ROW, UTILITIES--> COORIDOR WIDENING	420,000	420,000	-
CIPST28(04) - Reconstruction Projects - 19 - M146(329A) - S 25th St; Lynnwood Dr to Fairview Rd - - YR 2 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	-
CIPST28(04) - Reconstruction Projects - 29 - M146(354A) - BBN, BBS; 13th & Harrison to Lord Blvd - ENG/DESIGN; PRELIM CONCEPT--> CORRIDOR REHAB/STREETSCAPE	105,000	105,000	-
CIPST28(04) - Reconstruction Projects - 44 - M146(379A) - Capehart Rd; 36th St west to City Limits - YR 2/3 ENG/DESIGN --> RECONSTRUCTION	310,000	310,000	-
CIPST28(04) Total - Reconstruction Projects - - - -	5,275,000	5,275,000	-
CIPST28(05) - Bridge Repairs - 20 - M146(330B) - Twin Creek Dr; 36th to 42nd St - - BRIDGE REPAIRS, APPROACH; STREET REHAB, CURB RAMPS, INLET REPAIRS	925,000	925,000	-
CIPST28(05) Total - Bridge Repairs - - - -	925,000	925,000	-

CIPST28(06) - Drainage Improvements - 1 - M146(157B) - Betz Ditch, south of Lloyd St - - DRAINAGE IMPROVEMENTS	2,700,000	2,700,000	-
CIPST28(06) - Drainage Improvements - 2 - M146(205B) - Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park -- DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 2/2	225,000	225,000	-
CIPST28(06) - Drainage Improvements - 8 - M146(258) - Willow Springs Addition; s/Hogantown Dr, b/t Lots 198,40 -- DRAINAGE IMPROVEMENTS	95,000	95,000	-
CIPST28(06) - Drainage Improvements - 21 - M146(341A) - Ft Crook Rd; Avery Rd to Peoples Rd - YR 2 ENG/DESIGN --> DRAINAGE IMPROVEMENTS (JACOBS)	675,000	675,000	-
CIPST28(06) - Drainage Improvements - 22 - M146(343B) - Spring Creek north of Gilmore Lake Rd - DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1	145,000	145,000	-
CIPST28(06) - Drainage Improvements - 23 - M146(347B) - Squaw Creek; Area of 30th & Childs Rd to Old 36th St - STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 1/2	435,000	435,000	-
CIPST28(06) - Drainage Improvements - 41 - M146(371A) - Olde Towne Area; Warren St to Lincoln Rd, 13th Ave to 33rd Ave - YR 1/2 ENG/DESIGN --> STORMWATER SYSTEM REHAB; INLETS, STORM SEWER	95,000	95,000	-
CIPST28(06) Total - Drainage Improvements - - -	4,370,000	4,370,000	-
CIPST28(07) - Signal Improvements - 4 - M146(232A) - City-wide Traffic Signal Communication Upgrades - ENG/DESIGN --> COMMUNICATION LINES, VIDEO, CONTROLLERS, BATTERY BACK-UP, MONITORING/DIAG.	120,000	120,000	-
CIPST28(07) - Signal Improvements - 6 - M146(243B) - Chandler Rd; Ft Crook Rd to 25th St - ENG/DESIGN --> SIGNAL REPLACEMENT	225,000	225,000	-
CIPST28(07) - Signal Improvements - 31 - M146(358A) - Galvin Rd & Pelton Ave/Wall St - ENG/DESIGN --> SIGNAL REPLACEMENT, INTERSECTION IMPROVEMENTS, CURB RAMPS	42,000	42,000	-
CIPST28(07) - Signal Improvements - 38 - M146(368A) - Galvin Rd & Harlan Dr - EMG/DESIGN --> SIGNAL IMPROVEMENTS; DETECTION, CONTROLLER/CABINET, PRE- EMPT, BATT BACK-UP	79,000	79,000	-
CIPST28(07) - Signal Improvements - 42 - M146(372B) - Ft Crook Rd & Fairview Rd - YR 2/2 INTERSECTION IMPROVEMENTS	700,000	700,000	-
CIPST28(07) Total - Signal Improvements - - -	1,166,000	1,166,000	-
CIPST28(08) - Asset Management - 15 - M146(319) - Pavement Management System - - DATA COLLECTION, IMPLEMENTATION; YR 2	200,000	200,000	-
CIPST28(08) Total - Asset Management - - - -	200,000	200,000	-
CIPST28(09) - Vehicles and Equipment - 45 - N/A - OPERATIONS - NON-ROAD - DEPT EQUIPMENT REPLACEMENT	500,000	500,000	-
CIPST28(09) Total - Vehicles and Equipment - - - -	500,000	500,000	-
	20,401,000	20,401,000	-
WW 28 (1) VFD Replacements	65,000	65,000	
WW 28 (2) Enductor Truck Replacements	595,000	595,000	
WW 28 (3) Olde Towne Sanitary Replacements	1,500,000	1,500,000	

Total

2,160,000

2,160,000

-

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2028-29

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
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Administrative Services				
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No capital projects this fiscal year

Building Maintenance				
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No capital projects this fiscal year

Total	-	-	-	
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Cemetery				
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No capital projects this fiscal year.

Total	-	-	-	
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Code				
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No capital projects this fiscal year

Total	-	-	-	
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Economic Development Fund				
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ED 28(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
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Total	750,000	750,000	-	
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Fire

FI 28 (1) Replace Fire Car 6	70,000	70,000	-
FI 28 (2) Replace Van 1	65,000	65,000	-
FI 28 (3) Replace Engine 4	1,500,000	1,500,000	-
Total	<u>1,635,000</u>	<u>1,635,000</u>	<u>-</u>

Information Technology (IT)

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

Library

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

Parks

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

Permits and Inspections

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

Police

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

Public Works

No capital projects this fiscal year	-	-	-
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0

Total	-	-	-
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Recreation

Total	-	-	-
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Streets

ST 29(1) 2028 Concrete Projects	2,360,000	2,360,000	-	See Detail Listing
ST 29(2) 2028 Overlay Projects	880,000	880,000	-	See Detail Listing
ST 29(3) 2028 Reconstruction Projects	2,482,500	2,482,500	-	See Detail Listing
ST 29(4) Bridge Repairs	17,160,000	3,960,000	13,200,000	See Detail Listing
ST 29(5) Drainage Improvements	10,420,000	10,420,000	-	See Detail Listing
ST 29(6) Wall Rehabilitation	112,000	112,000	-	See Detail Listing
ST 29(7) Signal Improvements	1,345,000	1,345,000	-	See Detail Listing
ST 29(8) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	35,259,500	22,059,500	13,200,000	

Wastewater

No capital projects this fiscal year.	-	-	-
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Total	-	-	-
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CAPITAL TOTAL ALL DEPARTMENTS	37,644,500	24,444,500	13,200,000
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PROJECT DESCRIPTIONS

ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750000	750000	
FI 28 (1) Replace Fire Car 6	70,000	70,000	
FI 28 (2) Replace Van 1	65,000	65,000	
FI 28 (3) Replace Engine 4	1,500,000	1,500,000	

ST29 CIPST29(01) - Concrete Projects - 7 - M146(280A) - Fontenelle Hills; Martin Dr and Ridgewood Dr -- REHAB ADVANCED CONCRETE REPAIRS	\$ 380,000.00	\$ 380,000.00	\$ -
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CIPST29(01) - Concrete Projects - 8 - M146(284) - Mission Ave; Bellevue Toll Bridge to Lincoln Rd - - PAVEMENT REHAB, INLETS, CURB RAMPS	\$	440,000.00	\$	440,000.00	\$	-
CIPST29(01) - Concrete Projects - 15 - M146(359) - Area: N/Harrison, S/Robin Dr; W/48th St - PAVEMENT REHAB, INLETS, CURB RAMPS - YR 1/3	\$	500,000.00	\$	500,000.00	\$	-
CIPST29(01) - Concrete Projects - 16 - M146(367A) - Galvin Rd; Ft Crook Rd to Birchcrest Rd - REHAB, ADVANCE CONCRETE REPAIRS	\$	420,000.00	\$	420,000.00	\$	-
CIPST29(01) - Concrete Projects - 23 - M146(381A) - Area between 36th-42nd, Harrison St to Bartmn Dr - REHAB, ADVANCE CONCRETE REPAIRS	\$	620,000.00	\$	620,000.00	\$	-
CIPST29(01) Total - Concrete Projects - - - -	\$	2,360,000.00	\$	2,360,000.00	\$	-
CIPST29(02) - Overlay Projects - 18 - M146(370B) - Sun Valley Addition - RESURFACING	\$	640,000.00	\$	640,000.00	\$	-
CIPST29(02) - Overlay Projects - 21 - M146(378B) - Pratt Ave east of 21st St - RESURFACING	\$	240,000.00	\$	240,000.00	\$	-
CIPST29(02) Total - Overlay Projects - - - -	\$	880,000.00	\$	880,000.00	\$	-
CIPST29(03) - Reconstruction Projects - 1 - M146(215B) - Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - - RECONSTRUCTION YR 4/4	\$	790,000.00	\$	790,000.00	\$	-
CIPST29(03) - Reconstruction Projects - 2 - M146(216B) - Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - - RECONSTRUCT ASPHALT STREETS	\$	575,000.00	\$	575,000.00	\$	-
CIPST29(03) - Reconstruction Projects - 10 - M146(324B) - Cornhusker Rd; Ft Crook to 25th St - Y2; ROW, UTILITIES--> COORIDOR WIDENING	\$	420,000.00	\$	420,000.00	\$	-
CIPST29(03) - Reconstruction Projects - 11 - M146(329A) - S 25th St; Lynnwood Dr to Fairview Rd - - YR 3 ENG/DESIGN, ROW --> RECONSTRUCTION	\$	287,500.00	\$	287,500.00	\$	-
CIPST29(03) - Reconstruction Projects - 22 - M146(379A) - Capehart Rd; 36th St west to City Limits - YR 3/3 - ENG/DESIGN --> RECONSTRUCTION	\$	410,000.00	\$	410,000.00	\$	-
CIPST29(03) Total - Reconstruction Projects - - - -	\$	2,482,500.00	\$	2,482,500.00	\$	-
CIPST29(04) - Bridge Repairs - 13 - M146(345B) - Childs Rd W; Ft Crook Rd to Nebraska Dr - - YR1 RECONSTRUCTION	\$	660,000.00	\$	660,000.00	\$	-
CIPST29(04) - Bridge Repairs - 20 - M146(377B) - Ft Crook Rd; Capehart Rd to Fairview Rd - YR 1/3 BRIDGE RECONSTRUCTION, BRIDGE#U023004325P, #U023004324P	\$	16,500,000.00	\$	3,300,000.00	\$	13,200,000.00
CIPST29(04) Total - Bridge Repairs - - - -	\$	17,160,000.00	\$	3,960,000.00	\$	13,200,000.00
CIPST29(05) - Drainage Improvements - 9 - M146(300) - Area west of 26th St, N of Chandler Rd - - ENG/DESIGN, DRAINAGE IMPROVEMENTS, STRUCTURES, PAVING (JACOBS)	\$	4,050,000.00	\$	4,050,000.00	\$	-
CIPST29(05) - Drainage Improvements - 12 - M146(341B) - Ft Crook Rd; Avery Rd to Peoples Rd - DRAINAGE IMPROVEMENTS; STRUCTURES (JACOBS)	\$	6,200,000.00	\$	6,200,000.00	\$	-
CIPST29(05) - Drainage Improvements - 14 - M146(349A) - Fairview South Addition - YR 1 ENG/DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT	\$	75,000.00	\$	75,000.00	\$	-
CIPST29(05) - Drainage Improvements - 19 - M146(371A) - Olde Towne Area; Warren St to Lincoln Rd, 13th Ave to 33rd Ave - YR 2/2 ENG/DESIGN --> STORMWATER SYSTEM REHAB; INLETS, STORM SEWER	\$	95,000.00	\$	95,000.00	\$	-
CIPST29(05) Total - Drainage Improvements - - - -	\$	10,420,000.00	\$	10,420,000.00	\$	-

CIPST29(06) - Wall Rehabilitation - 3 - M146(230A) - Lincoln Rd., Ludwig Dr to Mission Ave -- ENG/DESIGN --> WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES	\$	54,000.00	\$	54,000.00	\$	-
CIPST29(06) - Wall Rehabilitation - 4 - M146(231A) - Lincoln Rd., Lorraine Ave to Lorraine Dr - ENG/DESIGN --> WALL, PAVING, SIDEWALK INSTALLATION	\$	58,000.00	\$	58,000.00	\$	-
CIPST29(06) Total - Wall Rehabilitation - - - -	\$	112,000.00	\$	112,000.00	\$	-
CIPST29(07) - Signal Improvements - 5 - M146(232A) - City-wide Traffic Signal Communication Upgrades - ENG/DESIGN --> COMMUNICATION LINES, VIDEO, CONTROLLERS, BATTERY BACK-UP, MONITORING/DIAG.	\$	120,000.00	\$	120,000.00	\$	-
CIPST29(07) - Signal Improvements - 6 - M146(243B) - Chandler Rd; Ft Crook Rd to 25th St - COORIDOR SIGNAL REPLACEMENTS - YR 1/2	\$	700,000.00	\$	700,000.00	\$	-
CIPST29(07) - Signal Improvements - 17 - M146(368B) - Galvin Rd & Harlan Dr - SIGNAL IMPROVEMENTS; DETECTION, CONTROLLER/CABINET, PRE-EMPT, BATT BACK-UP	\$	525,000.00	\$	525,000.00	\$	-
CIPST29(07) Total - Signal Improvements - - - -	\$	1,345,000.00	\$	1,345,000.00	\$	-
CIPST29(08) - Vehicles and Equipment - 24 - N/A - OPERATIONS - NON-ROAD - DEPT EQUIPMENT REPLACEMENT	\$	500,000.00	\$	500,000.00	\$	-
CIPST29(08) Total - Vehicles and Equipment - - - -	\$	500,000.00	\$	500,000.00	\$	-
	\$	35,259,500.00	\$	22,059,500.00	\$	13,200,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

Tabled at 10

COUNCIL MEETING DATE: February 21, 2023 <i>9/5/2023</i>		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General location: 1220 Bellevue Blvd. South.

SYNOPSIS/BACKGROUND:

Steve Ward, on behalf of New Cingular Wireless PCS, LLC is requesting a Conditional Use Permit (CUP) for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a wireless telecommunications facility consisting of a 165-foot monopole tower support structure with attendant ground-based 40' x 60' fenced equipment compound. The applicant intends to lease a 40' x 60' parcel from the property owner for the construction of the monopole tower and fenced equipment compound. The site is located in the southeast corner of the church parking lot. A 12' wide access easement is proposed with a 12' wide double-swing gate. The compound will be secured with a 6' tall vinyl privacy fence per the proposed site plan. The neighboring property, zoned RD-60, has a 5' required side yard setback if developed. The tower is shown 75' from the church's property line. This nonbuildable area would account for the 80' fall zone.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission 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:

[Handwritten signatures]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: New Cingular Wireless PCS, LLC

CASE #: CUP-2212-07

CITY COUNCIL HEARING DATE: February 21, 2023

REQUEST: for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower.

On January 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of perceived negative impact upon the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Sims
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: January 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: CUP-2212-07

FOR HEARING OF:

REPORT #1: January 26, 2023

REPORT #2: February 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

New Cingular Wireless PCS, LLC
15 Park Place Centre
Swansea, IL 62226

B. PROPERTY OWNERS:

First Presbyterian Church of Bellevue
Attn: Marty Davis
1220 Bellevue Blvd South
Bellevue, NE 68005

C. GENERAL LOCATION:

1220 Bellevue Blvd South

D. LEGAL DESCRIPTION:

Lot 1, First Presbyterian Church of Bellevue, located in the Southeast $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County Nebraska.

E. REQUESTED ACTIONS:

Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue for the purpose of a 165' monopole tower.

F. EXISTING ZONING AND LAND USE:

RS-84, First Presbyterian Church of Bellevue

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a conditional use permit to allow for the construction of a 165' monopole tower and 40' x 60' fenced compound.

H. SIZE OF SITE:

The site is approximately 2,400 square feet.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is located on the southeast corner of the parking lot at the First Presbyterian Church of Bellevue.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/RS-84, RS-120 (across Bellevue Blvd S.)
2. **East:** Single Family Residential/Vacant, RD-60
3. **South:** Single Family Residential, RS-84 (across Harvell Dr.)
4. **West:** Single Family Residential/RS-84, RS-120 (across Bellevue Blvd S.)

C. RELEVANT CASE HISTORY:

On January 26, 2023, the Planning Commission recommended approval of the applicant's request for a conditional use permit to allow for a 165' monopole tower and 40' x 60' fenced compound.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 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.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There are approximately 7,450 vehicles per day near the intersection of Harvell and Freeman Drive per the 2020 MAPA Traffic Count data.
2. The applicant will gain access to the proposed monopole tower by way of a guard rail opening at the southeast corner of the church parking lot.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Steve Ward, on behalf of New Cingular Wireless PCS, LLC, has submitted a request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a wireless telecommunications facility consisting of a 165-foot monopole tower support structure with attendant ground-based 40-foot x 60-foot fenced equipment compound. The compound will have a 6' tall vinyl privacy fence.
2. The applicant intends to lease a 40-foot x 60-foot parcel from the property owner for the construction of the monopole tower and fenced equipment compound.
3. The site is in the southeast corner of the church parking lot. A 12-foot-wide access easement is proposed with a 12-foot-wide double swing gate. The compound will be screened with a 6' tall vinyl privacy fence per the proposed site plan.
4. Section 8.05.04 requires the tower be setback 100% of the tower height from neighboring residential zoning districts unless a reduction is granted by the City Council through the conditional use permit process. The applicant requests a reduction of the required setback for the property to the east currently owned by the City of Bellevue. The proposed tower is designed with a fail point so the tower would break and fall within 80' of the center of the tower.

The neighboring property is zoned RD-60, which has a 5-foot side yard setback if it were to develop. The tower would have a minimum setback of 75 feet to the church's property line. This non-buildable area would account for the 80-foot fall zone. Subsequently, staff is supportive of a reduction of the setback.

This application was routed to OPPD for review, and they have no concerns with the proposed fall zone.

5. No additional landscape is being required based on the existing topography and the mature trees along the site. The monopole will be located at the top of a steep hill away from residential areas. There is an approximate 40' drop from the area where the tower will be located to Harvell Drive.
6. The applicant has filed for a determination of No Hazard to Air Navigation from the FAA and expects to have a response within 60 days. A permit will not be granted until such time the city is in receipt of this approval.
7. A copy of the applicant's letter detailing his requests is attached to this report for reference.
8. 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, Sarpy County Planning Department, and the Bellevue 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.

Battalion Chief Donald Gifford commented a permit would be required for installation of the generator fuel tank. This has been communicated with the applicant.

Offutt Air Force Base expressed no concerns with this application.

9. 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 to the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of perceived negative impact upon the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

VI. ATTACHMENTS TO REPORT

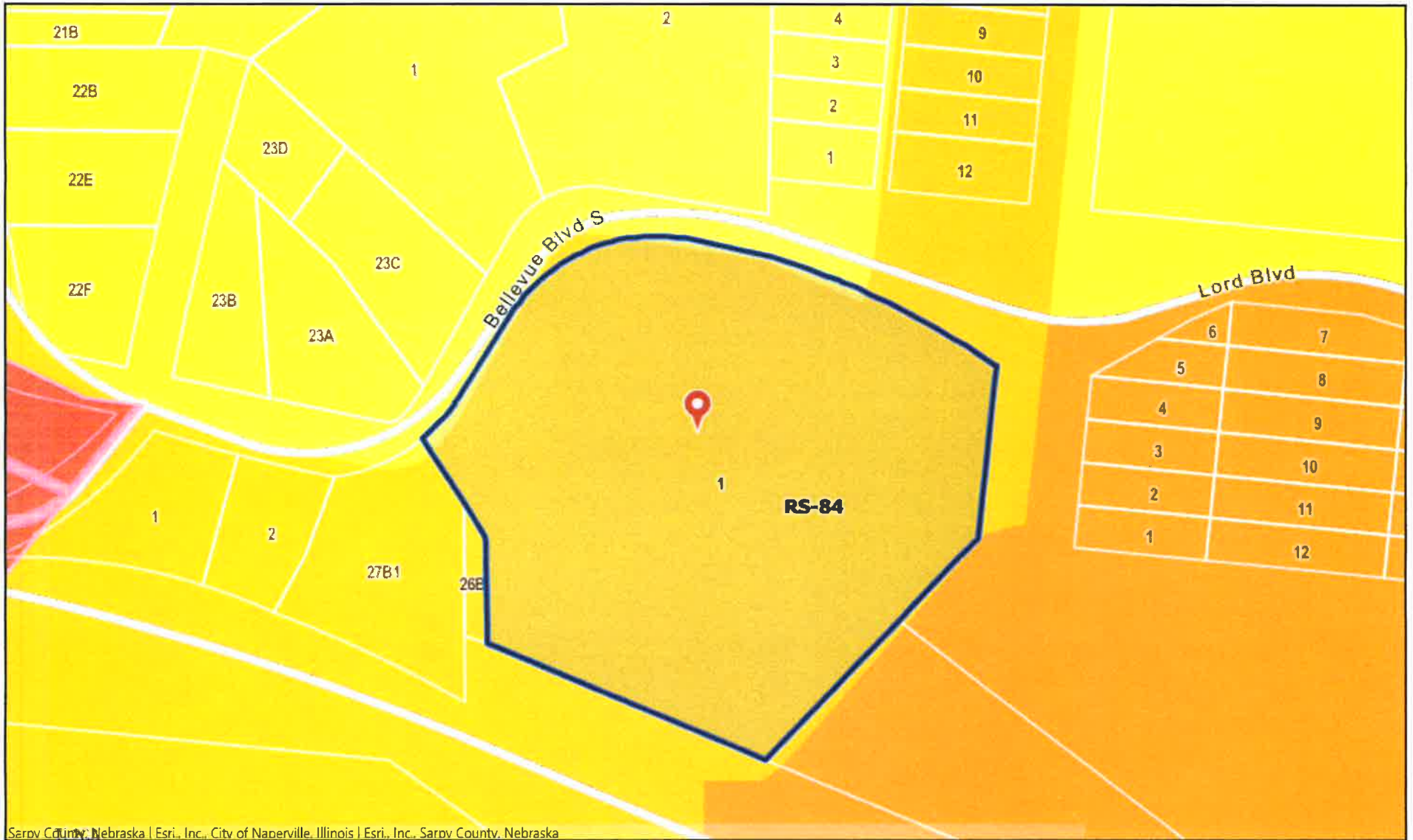
1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Application for Conditional Use Permit Telecommunications Tower Site New Cingular Wireless PCS, LLC AT&T received January 17, 2023
4. Site plan received January 17, 2023
5. Enlarged Site Plan received January 17, 2023
6. Tower Elevation received January 17, 2023
7. Letter from Ed Conoan received January 26, 2023
8. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

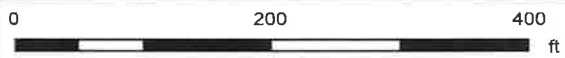
1. New Cingular Wireless PCS, LLC (Steve Ward)
2. First Presbyterian Church of Bellevue (Marty Davis)
3. Public Upon Request


Assistant Planning Manager

 02/13/23
Planning Manager Date of Report

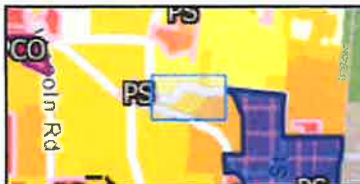


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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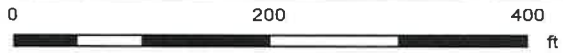


Notes





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Map Scale 1: 2257

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Notes



RECEIVED
JAN 17 2023
PLANNING DEPT.

APPLICATION FOR CONDITIONAL USE PERMIT
TELECOMMUNICATIONS TOWER SITE
NEW CINGULAR WIRELESS PCS, LLC
AT&T

NEL01282
Bellevue E

City of Bellevue

Respectfully Submitted
Ward Development Services, LLC
December 2022

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 - 3. **PIN Sheet associated with the Parent Parcel**
 - 4. **TOPO Map**
 - 5. **Flood and Wetlands Maps**
 - 6. **Zoning Map**
- E. **Zoning Drawings.**

A. APPLICATION FOR CONDITIONAL USE PERMIT



CITY OF BELLEVUE
CONDITIONAL USE PERMIT APPLICATION

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

Applicant's Name: New Cingular Wireless PCS, LLC Contact: Steve Ward

Address: 15 Park Place Centre City: Swansea State/Zip: IL/62226

Phone: 314-503-4444 Email: steve@ward-development.com

Owner's Name (if different from applicant): First Presbyterian Church Contact: Marty Davis

Address: 1220 Bellevue S Boulevard City: Bellevue State/Zip: NE/68005

Phone: 402-291-1104 Email: jmarty909@yahoo.com

Zoning: RS-84

Legal Description of Property:

Lot One (1), First Presbyterian Church of Bellevue, an Addition to the City of Bellevue, in Sarpy County, Nebraska

Street Address of Property or Approximate Location:

1220 Bellevue Boulevard S, Bellevue, NE 68005
41.147169, -95.897342

Purpose of Conditional Use:

Construction of a 165' monopole tower and 40' x 60' fenced compound on land leased from the First Presbyterian Church

Conditional Use Fee:

1 Acre or Less \$175
More than 1 acre \$325

The following must be submitted at the time of application: 1) Application Fee, 2) Site Plan, and 3) Explanation of Request for Conditional Use Permit emailed to the City/Planning Manager. * WHEN SUBMITTING THE APPLICATION ELECTRONICALLY MAIL THE ORIGINAL SIGNED APPLICATION AND PAYMENT TO THE ADDRESS LISTED ABOVE. *

I/We the undersigned do hereby acknowledge that I/We do fully understand and agree to comply with the provisions of Chapter 5 of the City of Bellevue Zoning Ordinance No. 3619. I/We the undersigned do hereby agree to allow the City of Bellevue employees or agent working for the City of Bellevue, to enter the above referenced property as it pertains to this application.

Rev. Dr. Michael S. Smith

Signature of Owner

[Handwritten signature]

Signature of Applicant

Planning Department Use Only

Date Submitted: _____

Case Number: _____

Filing Fee: _____

Accepted By: _____ Plat Page: _____

*Revised February 2020

NOTICE OF POSTING

NOTICE TO THE APPLICANT/OWNER

The application you submitted to the City of Bellevue is required by State Statute 19-905 to have a notice posted in a conspicuous place on or near the property on which the action is pending. The posted notice shall be placed upon the property so that it is easily visible from the street nearest the property, and shall be posted at least ten days prior to the date of the hearing.

A City employee will post such notice on the property a minimum of ten days prior to the Planning Commission meeting. Such notice shall remain on the property and easily visible from the street nearest the property until after final action by the City Council.

State Statute 19-901 reads, in part, as follows: "It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing. Any person so doing shall be deemed guilty of a misdemeanor." As the legal owner of the property upon which the action is pending, you are responsible to insure such notice remains upon the property until final action by the City Council. If you observe the notice has been removed, mutilated, destroyed, or changed prior to the Board of Adjustment hearing, Planning Commission hearing, or the City Council hearing, please notify the Planning Department at (402) 293-3026, and the necessary action will be taken to re-post the property.

As stated above, the posting of said property is required by State Statute; therefore it is in your best interest to insure the notice remains visible during the entire process. If the notice is removed, mutilated, destroyed, or changed prior to final action by the City Council, this could cause a delay in holding the public hearing and the necessity of rescheduling the hearing.

After the final action by the Board of Adjustment or City Council, a City employee will remove the notice from the property within a reasonable time frame. If you have any questions regarding your application or the posting of your property, please contact the Planning Department at (402) 293-3026.

I/WE, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT I/WE DO FULLY UNDERSTAND AND AGREE WITH THE PROVISIONS AS DESCRIBED ABOVE.

Rev. Dr. Michael S. Elliott

Signature of Owner/Owners

***PLEASE NOTE THE NOTICE OF PUBLIC HEARING SIGN WILL BE REMOVED BY CITY PERSONNEL. THE PROPERTY OWNER IS NOT TO REMOVE THE SIGN FROM THE PROPERTY.**

NEXIUS SOLUTIONS INC. 04-20
2595 DALLAS PKWY., STE. 300
FRISCO, TX 75034-8550

310228

21-10/830
5686

DATE 12/14/2022

CHECK ARMOR
Photo Safe Deposit

PAY
TO THE
ORDER OF

City of Bellevue

\$ 325.00

three hundred twenty five ⁰⁰/₁₀₀

DOLLARS

Photo Safe Deposit

 PNC BANK

PNC Bank, N.A. 050

FOR

Kristen Weir

⑈ 310228 ⑈ ⑆ 083000108 ⑆ 3009082683 ⑈

B. NARRATIVE STATEMENT

December 12, 2022 (Rev. 1/16/2023)

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

RE: NEL01282 Bellevue E CUP application

Re: Submittal of Application for a conditional use permit by New Cingular Wireless PCS, LLC (AT&T) to allow for the construction, operation, and maintenance of a wireless telecommunications facility consisting of a 165' monopole tower support structure with attendant ground-based equipment compound on the property leased by the applicant on a tract of land located at 1220 Bellevue S Boulevard, home of the First Presbyterian Church of Bellevue.

Dear Ms. Palm,

I write regarding the above-referenced project to supplement the Application for conditional use permit that is being concurrently filed. This letter is submitted on behalf of the owners of the property in conjunction with AT&T. AT&T is applying for this request for to construct, operate and maintain a communication property on land owned by the First Presbyterian Church of Bellevue. This letter provides a general overview of the project, including the need for the site and its design parameters.

With the filing of this Application, AT&T requests your support and a written determination that AT&T has met the criteria in the Bellevue Code of Ordinances. We also request this Application and supporting documentation be entered as part of the official records of this proceeding.

Applicant:
New Cingular Wireless PCS, LLC
7900 Xerxes Avenue S
Bloomington, MN 55435

Property Owner:
First Presbyterian Church
1220 Bellevue S Boulevard
Bellevue, NE 68005

Agents for Applicant and Property Owner:
Steven K. Ward
Ward Development Services, LLC
15 Park Place Centre
Swansea, IL 62226
(314) 503-4444 Phone
(866) 655-2853 (Facsimile)

I. Location and description of property

AT&T is proposing to provide service to the area of east Bellevue, traffic along S Harvell Dr, and the surrounding area of Sarpy County. The proposal is for AT&T to construct a 165-foot monopole tower as an antenna support structure on agriculturally used property. The site, when completed, will become part of AT&T's network that will provide continued and improved coverage to the current service area that presently in this portion of Sarpy County.

The primary objective for AT&T to place a facility at this location is to provide adequate coverage to the residents in this area of Bellevue, and vehicular traffic in all directions of the proposed site. This geographic area is part of an existing coverage area in AT&T's network. The site will provide for the newest equipment to be installed and provide citizens with additional choices for their communication needs. The site will dramatically improve AT&T in-building coverage as customers continue to use their wireless devices as their principal form of communication. Local Police and Fire departments report that about 75% of 911 calls originate from wireless devices.

II. Why and how this location was chosen

AT&T strives to enhance its network and deliver additional services and coverage to our customers. This area is currently underserved and customers in homes, businesses and cars find themselves experiencing dropped calls and capacity deficiencies. We also will provide this location to the FirstNet network for first responders.

Site Acquisition Contractors, such as Ward Development Services, are instructed by AT&T's management to target existing cell sites, rooftops, towers, and to utilize any existing structures to collocate equipment on within the Search Ring first, in order to minimize new construction, expedite improved coverage, and to meet the spirit and intent of local zoning regulations, which typically encourage collocation. There are sites in the area that were reviewed as part of our work.

1. Black Hills Electric Corp. This is a 100' monopole at 1400 Little John Way. This site does not have the elevation needed and does not meet the coverage objective
2. City of Bellevue 1025365. This is a 100' SST tower on Little John Way near water reservoirs. . This site does not have the elevation needed and does not meet the coverage objective
3. City of Bellevue 1025365. This is a 145' monopole tower on Little John Way near water reservoirs. This site has multiple antenna attachments and the elevation available is too low and does not meet the coverage objective
4. ATS tower 1717 Wayne St behind the Mustaine Apartments. This is a 120' SST Tower. This location is too far south and does not offer the elevation needed fo the network.

The above considerations and processes were followed in selecting the site that is the subject of this Application.

AT&T's objective in placing a facility on the Subject Property is to improve continued service in the area. The Federal Communications Commission ("FCC") restricts the power output on all telecommunications antennae, requiring additional sites to fill in gaps in the network. The number of wireless communications facilities correlates to the size, terrain, and amount of customer traffic in a specific area. While AT&T endeavors to collocate on existing structures wherever possible, the lack of existing structures requires a new wireless communications facility to be built. AT&T's service is limited by (Radio Frequency) coverage, which propagates from antennae located on towers. There is no other possible way to cover this area without building a new tower, as there are no co-locatable structures available in the area that meets the objectives of the Radio Frequency Engineer's criteria. AT&T consistently seeks to increase or supplement their coverage footprint so that they may serve their growing customer base. Due to the present and anticipated growth of cell phone use, complaints from existing AT&T customers losing their signal while driving in the area or while using their devices in their homes necessitate the additional coverage that will be provided by this tower. As there are no existing structures in the area, our search was to locate a property that met the intent of the requirements for a Height Variance.

This location offers good elevation, an existing access off the public street. The site is located on a vacant area away from residential uses.

I hope that by supplying you with this overview of the project that you will agree to the need for this facility and that you will be able to support our Application to provide wireless telecommunications services to the citizens of the City.

Please contact me if you have any questions or if additional information is required.

Thank you very much.

Sincerely,

Steven K Ward

Steven K. Ward,
Ward Development Services, LLC
Authorized Agent for AT&T

C. COMPLIANCE WITH ORDINANCE

Section 8.05 Wireless Communication Towers and Antennas

8.05.01 Purposes

1. This Conditional Use Permit procedure provides for the review and discretionary approval of communication towers and building and rooftop mounted antennas. These uses have site development or operating characteristics that require special consideration.
2. To encourage public review of proposed projects which would be regulated under the provisions of this ordinance.
3. To provide a procedure which allows communication towers to operate according to certain conditions without requiring a rezoning to a higher intensity district, which may not conform to the objectives of the Comprehensive Plan.
4. To maximize the use of any existing or new communication tower to reduce the number of towers needed in the community.

8.05.02 Definition of Terms

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

“Antenna” - any exterior apparatus designed for telephonic, radio, data, Internet, or video communications through the sending and/or receiving of electromagnetic waves, and includes equipment attached to a tower or building for the purpose of providing personal wireless services, wireless telecommunications services utilizing frequencies authorized by the Federal Communications Commission for cellular, enhanced specialized mobile radio, specialized mobile radio and personal communications services, telecommunications services, and its attendant base station.

“Communication tower” – A structure principally intended to support transmitting and/or receiving antennas and accessory equipment related to telecommunications

“Height of tower” – The vertical distance between the highest point of the tower structure including the antenna, and the natural grade directly below this point.

8.05.03 Applicability

1. Communication towers which may or may not exceed the height limit of the zoning district, but with a maximum height limit of two hundred (200) feet, and accessory facilities are permitted for the following uses, subject to the requirements of Sections 8.05.04, 8.05.05, and 8.05.06:

- A. Cable television
- B. Two-way radio
- C. Common carriers and private carriers
- D. Cellular telephone
- E. Fixed-point microwave
- F. FM/AM Radio
- G. Television

2. Building and rooftop mounted antennas, subject to the requirements of Section 8.05.04, 8.05.05, and 8.05.06.

3. Accessory facilities including, but not limited to, offices, long-term vehicle storage, other outdoor storage, broadcast studios, or other uses not needed to send or receive transmissions, are not permitted unless such facility is a permitted use in the zoning district.

4. An antenna and supporting structure for the following uses are exempt from the requirements of this ordinance and are permitted in any zoning district if accessory to a permitted use and if they comply with applicable regulations of that zone:

- A. Amateur radios licensed by the FCC
- C. Citizens band radios
- D. Home satellite receive-only antennas
- E. UHF or VHF television antennas
- F. Conventional home television antennas

5. Towers for police, fire, and emergency communications, or other municipal communications, are exempt from the requirements of this ordinance.

6. Towers for military radars which are used for the purpose of defense or aircraft safety are exempt from the requirements of this ordinance.

7. Towers which have painting or lighting requirements due to the requirements of the Federal Aviation Administration or the Nebraska Department of Aeronautics are declared incompatible due to their potential hazard to navigation and are hereby expressly excluded.

8.05.04 Conditions for Approval

Conditional use permits for the purpose of installing communication towers shall be evaluated based on the following information:

1. The purpose of the tower as listed in Section 8.05.03 (1) and information pertaining to the operational need or demand for the tower.

2. The type of tower proposed; either monopole, self-supporting, or guyed mast type, and accessory facilities or structures.

The proposed tower is a monopole design.

3. The height of the proposed tower, and a determination of the minimum height necessary to accommodate the communication equipment.

A 160' antenna elevation is the optimum design for the network at this location

4. Minimum setback from all adjoining property equal to:

- A. One hundred (100) percent of the tower height from the base of the tower, not including guy anchors, to any adjoining lot zoned residential.

This setback is met to the north, south and west. The site is located in the southeast corner of the church property so as to minimize the impact to parking, snow removal etc. the property to the east is a vacant tract owned by the City of Bellevue and we ask a reduction in the setback to this property. The tower will be set back from the property line a distance of 75'. The underlying setback distance for the side yard in the neighboring RD-60 district is 5 feet. This means no structure will be built within 80' of the proposed tower. A fall letter signed by a Nebraska structural

engineer will be provided demonstrating that a fail point will be designed into the tower so that the tower would break and fall within 80' of the center of the tower.

B. Twenty (20) feet from the base of the tower, not including guy anchors, to any adjoining lot zoned nonresidential.

Not Applicable. All property is residential

C. Tower guy anchors must meet the minimum setback requirements of the zoning district.

Not applicable. Monopole tower is the design

D. The City Council may grant a reduction in the required setbacks upon a determination that such reduction will not adversely affect adjacent properties and is consistent with the intent of this ordinance.

We ask a reduction in the setback to the City property to the east. Please see 8.05.04 (A)

5. Proximity to the nearest existing tower and information to demonstrate that an existing tower cannot accommodate the communication equipment planned for the proposed tower.

This response is in the narrative section. Existing towers were reviewed and found to not meet our needs

6. The landscaping and other buffers proposed to screen the base of the tower from adjacent residential or commercial uses, streets, parks, or other public property.

The site is to be screened with an opaque fence of chain link with privacy slats. There are existing trees in the area of the tower and the tower sits on top of a grade from the roadway which prevents view of the site from the streets

7. Other proposed measures to minimize adverse visual effects on adjacent properties including the design of the tower and accessory buildings, avoidance of artificial lighting, non-interference with television and radio reception, and any other factors.

There is no lighting of the compound proposed. AT&T operates within its licensed frequencies and will not interfere with television, radio or other licensed wireless uses

The Planning Director may issue an administrative permit approving an application to locate a building mounted or rooftop mounted antenna if the application does not exceed the permitted height in the zoning district in which it is located, and will have minimal adverse effect on the surrounding property. Administrative permits will be allowed only in commercial and industrial zones. Permits for the purpose of installing building and rooftop mounted antennas shall be evaluated based on the following information:

- (1) The proposal shall demonstrate the antenna and support structure are safe and the surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.
- (2) Antenna attached to the wall of an existing building shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which it is attached.
- (3) The antenna shall be designed and located so as to minimize any aesthetic impact. The antennas shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.

~~(4) If accessory equipment or structures are present, they must blend with the surrounding buildings in architectural character and color.~~

~~(5) Rooftop mounted antenna and any related equipment shall be completely screened from view as visible from the property line by materials that are consistent and compatible with the design, color, and materials of the building.~~

~~(6) Antenna attached to the roof of a building must be either:~~

~~A. ———— Omnidirectional or whip antenna no more than seven inches in diameter; or~~

~~B. ———— Panel antenna no more than two feet wide and eight feet long.~~

~~(7) The fee for the administrative permit shall be in accordance with the Master Fee Schedule.~~

~~Within 30 days of receiving a complete application, the Planning Director shall act on the request for an administrative permit. If a request for an administrative permit is not acted upon within 30 days, or is denied, or the conditions imposed thereon are unacceptable to the applicant, then the applicant may, by written notice to the Planning Director, convert the request for an administrative permit to an application for a conditional use permit through the public hearing process.~~

8.05.05 Application Requirements

An application for a Conditional Use Permit may be submitted by the property owner or their authorized representative. The application shall be filed with the Planning Department and include at least the following information:

1. A site plan showing all existing and proposed structures located within the property, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property, scale of the drawing, north arrow and date of the drawing.

See attached plans

2. A landscape plan submitted in accordance with the Landscaping, Buffering, and Screening regulations, although additional buffering and screening may be required as a provision of the Conditional Use Permit.

3. Engineering information pertaining to tower design, building materials, equipment to be attached to the tower, accessory structures, non-interference with television and radio reception, the safety and stability of the structure, and a description of the capacity of the tower, including the number and type of antennas that it can accommodate and the basis for the calculation of capacity.

The tower will be designed to the current EIA-222 code and will be a monopole with a galvanized finish. The tower will be inside a 38' x 55' compound and surrounded by a opaque fence of chain link with privacy slats. The tower will have the capacity to hold AT&T and at least two other carriers. Each carrier uses between 6 and 9 antennas and will have remote radio heads on the platform by he antennas

4. Correspondence with the Federal Aviation Administration, Federal Communications Commission, and the Nebraska Department of Aeronautics to demonstrate progress in compliance with their requirements.

FAA form 7460 will be filed and an FAA review will be performed. We ask that our zoning be approved, and any building issuance will be conditioned on the submittal of the FAA approvals

5. A survey of existing towers including type and location, and a statement which demonstrates the need for the new tower.

This is included in the attached plans

8.05.06 Duration of Conditional Use Permit

1. A Conditional Use Permit and administrative permit shall become void two (2) years after the date of approval unless the applicant has obtained a building permit and is in the process of or has completed construction of the communication tower or antennas.

Undersotod

2. Within sixty (60) days of the completion of the construction of the tower, the applicant is required to submit an inspection certification from a registered professional engineer demonstrating compliance with the minimum criteria for specifying and designing steel antenna towers and antenna supporting structures. Certification of structural integrity must also be provided to the City every three (3) years thereafter.

We ask this be adjusted to the current EIA standard for tower inspections for monopoles at 5-year intervals.

Section 6.06 Standards

No conditional use permit shall be granted unless that 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.

The proposed tower 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.

The tower is at the rear of a large property used as a church. The property has mature trees and the site sites on top of a hill that prevents view from travelers to the south. There is no negative impact to property values

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.

The surrounding properties are developed

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

Adequate utilities are available for the facility

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.

The site is visited about once every three weeks using the existing parking lot and drives

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

The site produces minimal noise. There will be a backup generator and the times of its maintenance can be adjusted to accommodate any required schedule

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.

There is no air pollution caused by the facility

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

The facility does not use gas

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.

There will be no reflected light or glare from the facility

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.

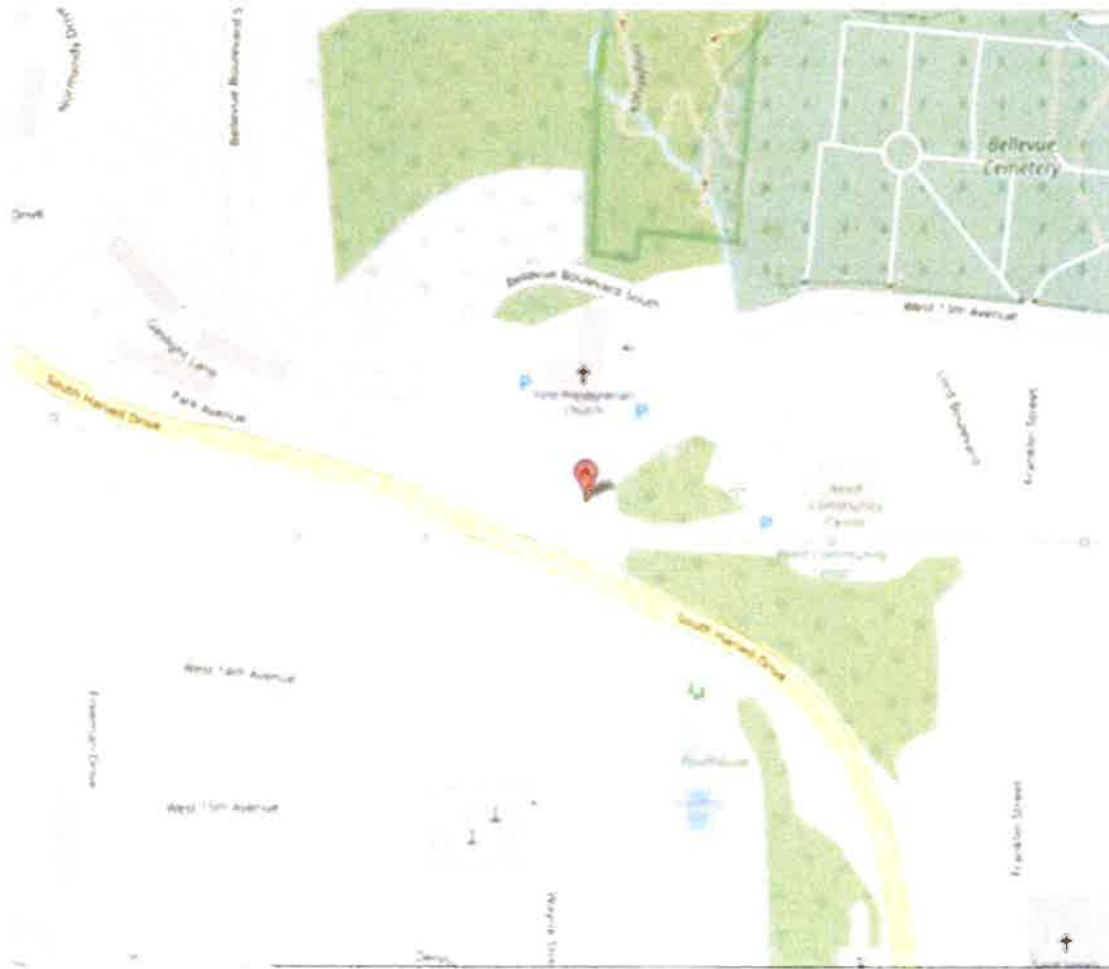
The site is visited about once every three weeks using the existing parking lot and drives

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 site uses only electricity and fiber

D. EXHIBITS

1. VICINITY MAPS OF AREA



2. AERIAL MAPS



3. PIN SHEET

Property Detail Report

Parcel ID: 011254513

semp county
GIS

Parcel Information

Situs 1220 Bellevue Blvd S Bellevue NE 68005

Owner: First Presbyterian Church
Of Bellevue
1220 Bellevue Blvd S
Bellevue, NE 68005

Legal: Lot 1 First Presbyterian Church Of
Bellevue (5.234 ac)
Subdivision: First Presbyterian Church Of
Bellevue (110410)
Tax District: 10002
Approx. Size: 5.23 ac
PLSS: SE 25-14-13
City: City of Bellevue



Services

School District: Bellevue
Fire District: Bellevue Fire
Law: Bellevue Police
Electricity: OPPD
Water/Gas: MUD
Wastewater: Bellevue

Environmental

Basin(s): Missouri River - 100.0%
Floodway: n/a
Flood Zone(s):
Area of Minimal Flood Hazard - 100.0%



Zoning

Zoning
RS 84 Single Family Residence - 8,400 Sq. Feet (Bellevue) - 98.2%
Future Land Use
MDR - Med Density Residential (Bellevue) - 98.2%

4. TOPO MAP

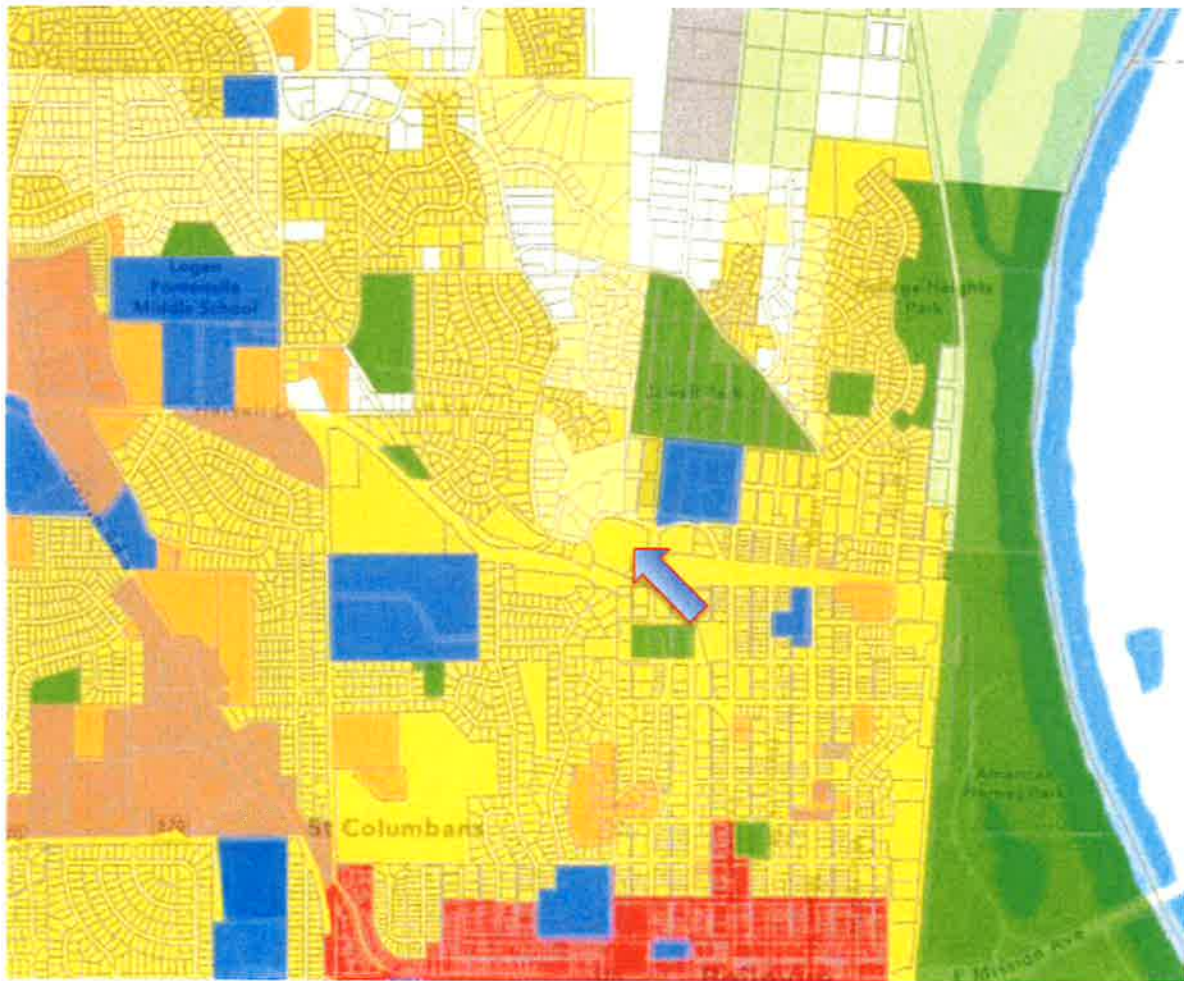


B.

5. FLOOD AND WETLANDS MAP

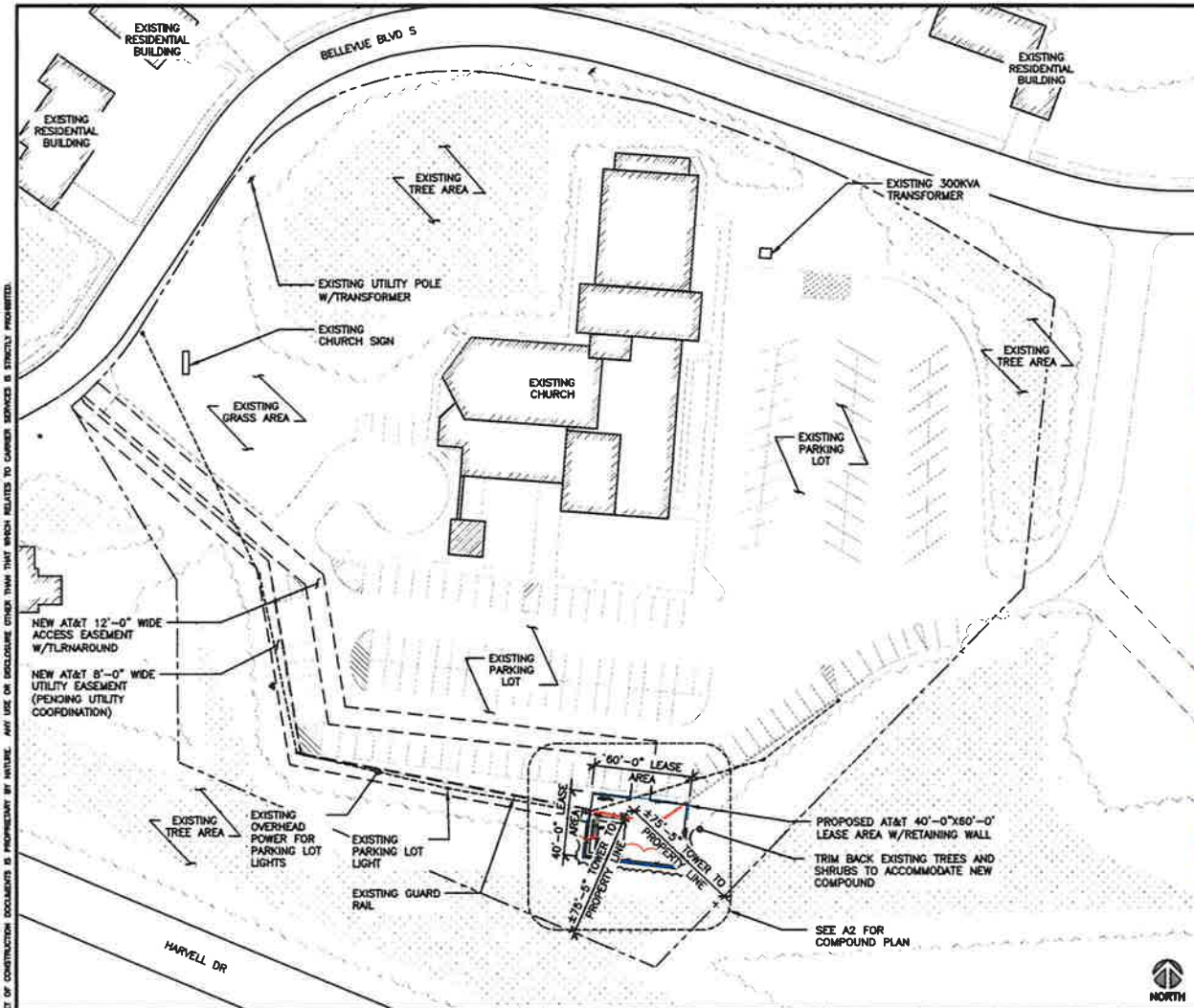


6. ZONING MAP



E. ZONING DRAWINGS

Attached



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JAN 17 2023

PLANNING DEPT.

FA # : 15796368
 PTN # : 3525A13C1N
 PACE # : MRUMW051411



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIED SERVICES IS STRICTLY PROHIBITED.

ENLARGED SITE PLAN

SCALE: 1"=20'-0" (1:483)
 2

AERIAL

SCALE: 1"=100'-0" (1:2534)
 1



NSB
 15796368/NEL01282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

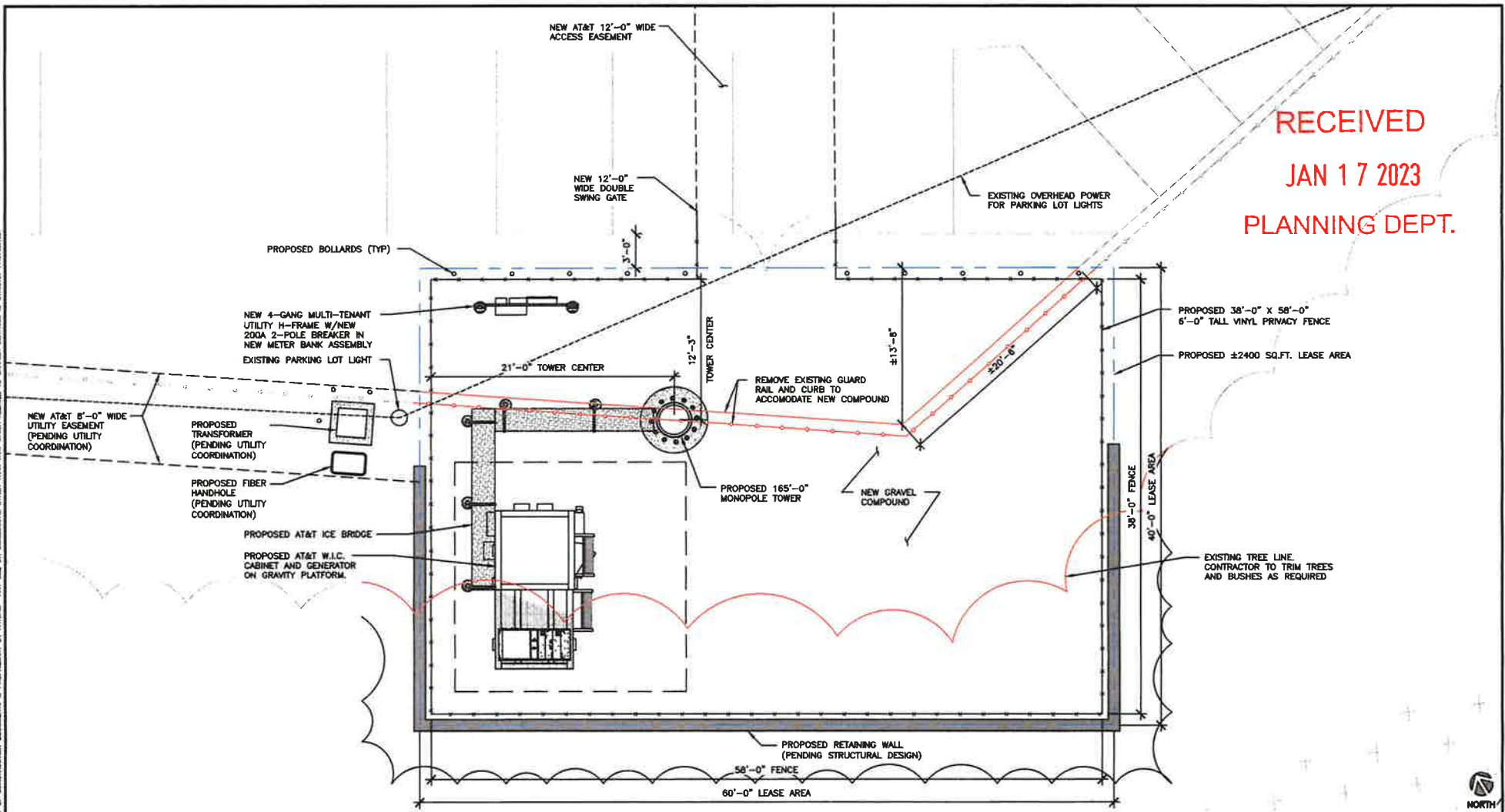
REV	DATE	DESCRIPTION	BY
0	01/17/23	REVISED LEASE DIBEST	REM
B	12/14/22	REVISED LEASE DIBEST	REM
A	08/18/22	LEASE DIBEST	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
**OVERALL
 SITE PLAN
 & AERIAL**

SHEET NUMBER
LE-1

RECEIVED
 JAN 17 2023
 PLANNING DEPT.



ENLARGED PLAN

SCALE: 1/8"=1'-0" (11x17)
 (205) 1/16"=1'-0" (25x34) 1

AT&T
 830 NATIONAL PARKWAY
 SCHAEFFERS, IL 60173

NEXIUS

CHERISA SMALL
 SITE ACQUISITION SPECIALIST
 PHONE: 630-946-7141
 CHERISA.SMALL@NEXIUS.COM

WESTCHESTER SERVICES LLC

604 FOX GLEN
 HARRINGTON, IL 60140
 TELEPHONE: 847.277.0070
 FAX: 847.277.0080
 info@westchesterservices.com

NSB
 15796368/NEL01282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	REVISION	DESCRIPTION	INITIALS
0	01/17/23	REVISED LEASE COVER		NSM
1	12/14/22	REVISED LEASE COVER		NSM
A	08/18/22	LEASE COVER		JS

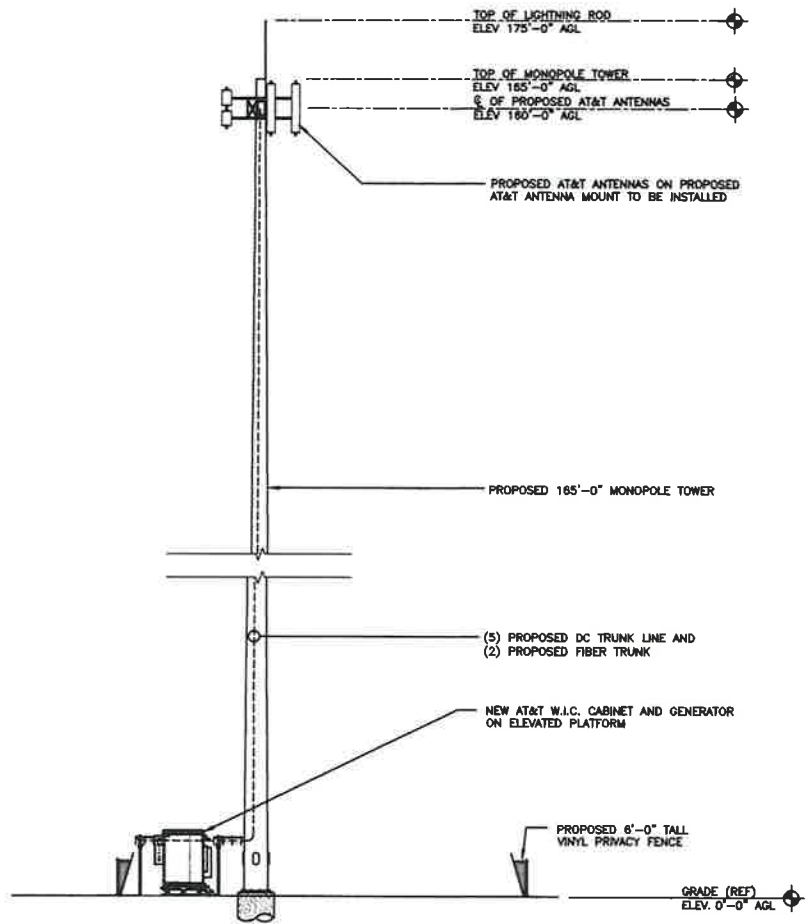
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NEXIUS. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AT&T. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



RECEIVED
 JAN 17 2023
 PLANNING DEPT.

TOWER ELEVATION

SCALE 1"=20'-0" (11x17)
 (OR) 1"=20'-0" (24x36)

1



NEXUS
 CHERRA SWALL
 SITE ACQUISITION SPECIALIST
 PHONE: 409-946-7141
 CHERRA.SWALL@NDXUS.COM

WESTCHESTER SERVICES LLC
 604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX: 847.277.0000
 dc@westchesterservices.com

NSB
 15796368/NELO1282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
C	01/17/23	REVISED LEASE EXHIBIT	NSM
B	12/14/22	REVISED LEASE EXHIBIT	NSM
A	08/18/22	LEASE EXHIBIT	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
LE-3

RECEIVED
JAN 26 2023
PLANNING DEPT.

Ed Conoan
1209 Bellevue Blvd. So.

Questions to the Bellevue City Planning Commission Public Hearing 1/26/23
RE: Conditional use permit for Lot 1 , First Presbyterian Church

Is it safe to be around? What is the Peak Transmission power at the top and what is the RF Exposure @ 500 feet or 152 meters from the proposed 5g tower? There is a preschool in the church. I'm retired as are several other neighbors, so that's basically 24/7 exposure at 300-400 feet. What is the expected level of RF exposure at the preschool as a % of FCC guideline?

The conditional use permit requests an 80' fall zone instead of 100% of the height of the tower. Even if the tower falls at 80 feet won't the OPPD high power lines just south of the parking lot get hit? How much of Bellevue will go down if the power lines are struck by the tower?

Is this site suitable for a 165 foot tower? Did the planning department consider the site suitable even though it was created with broken road pavement as back fill? 10-15 years ago the southern parking lot was extended by backfilling the hill top with at least 30-50 Bellevue city dump trucks, full of what looked like broken pavement. Is this stable enough for a foundation?

Is this consistent with a residential neighborhood? The First Presbyterian church is a tax exempt entity. It pays no real estate taxes, I assume it pays no income taxes, and yet it seems to be in the business of leasing land for profit. How does that square with being non-profit? They are now going to profit from non-church related operations on their property. What is the public purpose for a tax exempt non-profit organizations operating for profit operations on their property in a residential neighborhood? Is this the first tower of a Cell Farm like Sherwood Forest Addition 500 Feet to the southwest?

Should the city reconsider the sidewalk waiver issued when the church added a significant northern wing? I was told by Linda Gray, church member that the waiver was granted because it was too expensive. Now the church has a new revenue source shouldn't the city and neighborhood benefit from a long overdue sidewalk to the north of their property line?

We oppose the proposed 165 Foot cell tower at the First Presbyterian Church at 1220 Bellevue Blvd. So., therefore we are asking the city council to vote against a conditional use permit which would allow a cell tower to be built 3.7 times the current height standard.

Date	Signature	Address
1 <u>2/11/23</u>	Ed Corson Beth Corson	1209 Bellevue Blvd. So.
2 <u>2/11/23</u>	Stella Hayden Jim M. [unclear]	1213 Bellevue Blvd So.
3 <u>2/11/23</u>	Will D. Wood	1300 LORD BLVD.
4 <u>2/11/23</u>	[unclear]	1105 Bellevue Blvd S.
5 <u>12-11-23</u>	[unclear]	1108 Bellevue Blvd S
6 <u>2/11/23</u>	Richard J. Carlson Constance L. Carlson	309 LITTLE JOHN ROAD
7 <u>2-11-23</u>	[unclear]	1981 Little John Rd
8 <u>2-11-23</u>	Patrice Rieple	1204 Belleup Blvd S.
9 <u>2-12-23</u>	[unclear]	1109 Bellevue Blvd SO Bellevue NE 68005
10 <u>2-12-23</u>	[unclear] Tina Fryer	1210 Bellevue Blvd S
11 <u>2-12-23</u>	[unclear]	1211 Bellevue Blvd S.
12 <u>2/13/23</u>	Karen Batchelor	1219 Bellevue Blvd. So.
13 <u>2/19/23</u>	Mercedes A. Leonard	1106 Bellevue Blvd. So.
14 <u>2/19/23</u>	Patricia G. Leonard	1106 Bellevue Blvd So.

We oppose the proposed 165 Foot cell tower at the First Presbyterian Church at 1220 Bellevue Blvd. So., therefore we are asking the city council to vote against a conditional use permit which would allow a cell tower to be built 3.7 times the current height standard.

- 15 2-20-23 David L. Anderson
Kathryn Ewing 1001 Bellevue Blvd So 68005
- 16 2-20-23 M. N. L.
Jeff N 1410 Franklin St. S 68005
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____

Ed & Beth Conoan
1209 Bellevue Blvd. So.
(402) 291-7926 econoan@cox.net

RECEIVED
FEB 15 2023
CITY CLERK

Questions to the Bellevue City Council Public Hearing 2/21/23

RE: Conditional use permit for Lot 1 , First Presbyterian Church – Proposal for a 165 foot Monopole Cell Tower.

Is this consistent with a residential neighborhood? The Lot is currently zoned RS-84 with a 35 Foot Maximum height restriction. A 165 foot proposed tower would be an order of magnitude of **3.7 times the current height standard**, (see exhibits A-1 and A-2). This is not a small variance. The tower will exceed the tree line by at least 85 feet. The elevation of the site is 1,210 feet, one of the highest areas in Bellevue. Once built, the expected profile over the city will add a visual blight to the skyline for 30 to 50 years.

Neighborhood Aesthetics. The surrounding neighborhood is large wooded lots. The proposed tower does not fit in a residential neighborhood. Once the cell tower is established on the ridge top, more will come. An example of the proliferation is within 500 feet, at Sherwood additions, with many cell towers placed in a neighborhood. When is enough, enough?

Height Requirements for 5g towers is 20-30 Feet. The trend for 5g placement is mini towers on top of street poles. Because 5g is a much shorter RF wavelength than 3g or 4g, it has trouble penetrating walls and trees, the trend will be to place mini cell towers every 1,000 feet on street poles, (see Exhibit B). If this is coming to Bellevue, then why allow the placement of massive tower which will soon be obsolete?

The applicant said that they reviewed the two towers on Little John Road and found them to be of insufficient height, at 100 Feet and 145 Feet. Given the nature of 5g and the trend for line of sight street level mini towers, **what is the real intended reach of the proposed tower?** If they are intending to connect to towers up and down the I-29 corridor, shouldn't the tower be place in a more rural setting where height is not as much of a visual problem and service the city with appropriate sized towers?

Who Benefits and who pays for the proposed tower? The First Presbyterian Church certainly benefits. They will be compensated for the use of their land. If this business model works, then the proposed tower will probably be the first of many towers. What is the public purpose of allowing a tax exempt organization operating a for-profit operation in a residential neighborhood? Homeowners within the line-of-sight may suffer a 10-20% reduction in home value. According to the county assessor's valuation, the surrounding residential valuation is \$3.3 million. The cumulative impaired value is in range of \$330,000 to \$660,000. Clearly the neighborhood households will pay for the enrichment of the Church. How is this a good public purpose?

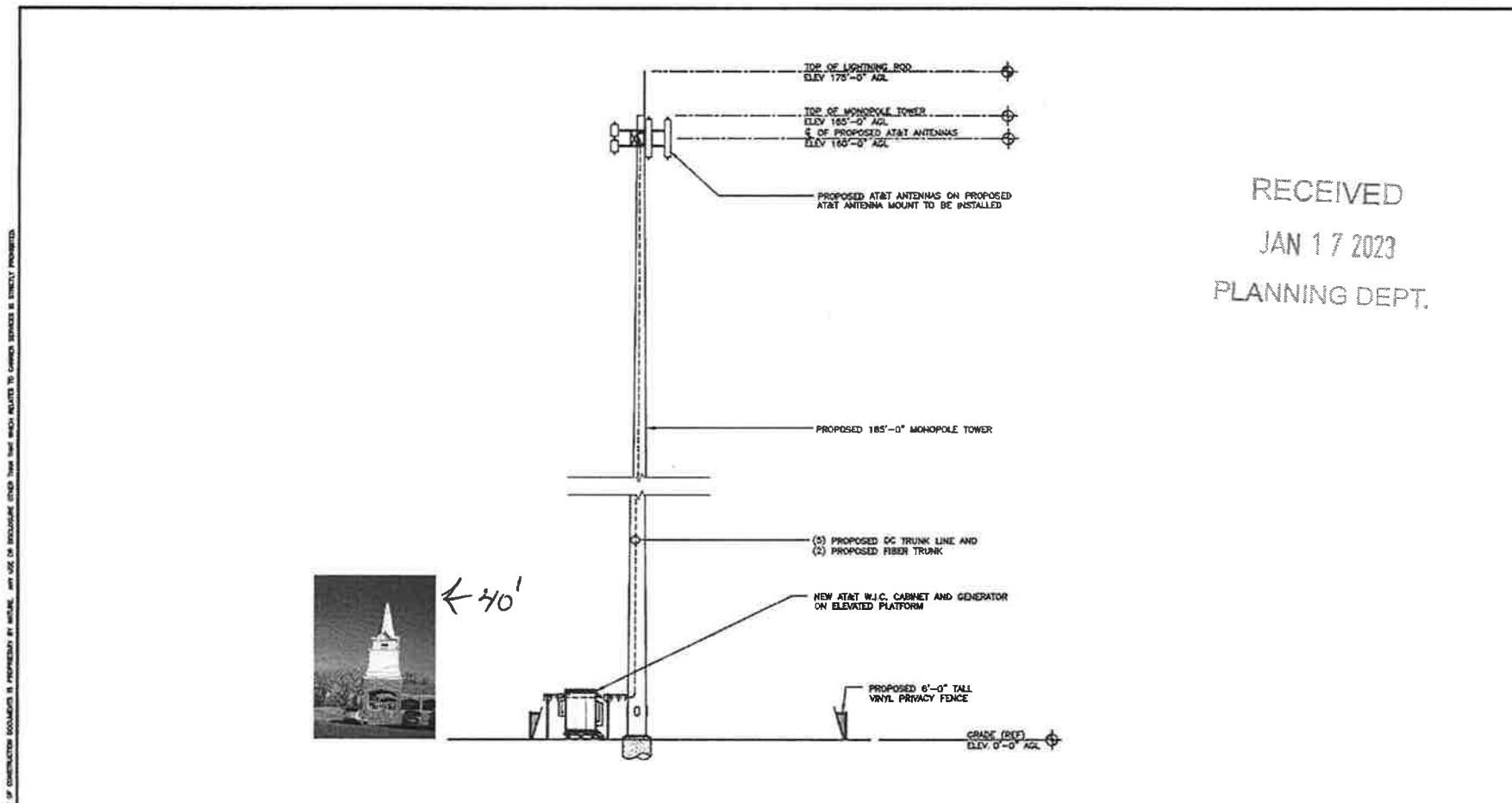
Is this site suitable for a 165 foot tower? The proposed site is over anywhere from 10 to 30 feet of broken pavement as a landfill. Did the planning department consider the fill suitable for a build and will they require the builder to take core samples before building?

The conditional use permit requests an 80' fall zone instead of 100% of the height of the tower. Even if the tower fails at 80 feet, according to OPPD the high power lines just south of the parking lot are within 70 feet of the tower. Does the 80 foot fall zone account for a 10 foot lighting rod on top of the tower?

Recommended Alternative Actions:

- Place the antennas in or on the existing church steeple. It has been done before.
- Do not build a 165 Foot tower but rather deploy mini towers on street lights which will be the industry standard within cities.
- If this location is essential for AT&T's 5g then it needs to be scaled down to a 20 Foot tower, much like the one they operate at 301 Avian Circle, (See Exhibit B). If it's appropriate there, it should work at the church. Anything else is AT&T capitalizing on a willing seller, to maximize lease revenue sold below their required height.
- If the provider needs a 165 foot monopole placed at 1,210 feet elevation, then it should be placed within an industrial or commercial tract not in a residential neighborhood.

Exhibit A-1



RECEIVED
JAN 17 2023
PLANNING DEPT.

TOWER ELEVATION

SCALE: 1"=20'-0" (11/17)
OR: 1"=30'-0" (12/04)

1

<p>AT&T</p> <p>30 NATIONAL PARKWAY BELLWORTH, TX 76708</p>	<p>NEXIUS</p> <p>15796368/NEL01282</p> <p>1220 BELLEVUE BLVD S BELLEVUE, NE 68005</p>	<p>WESTCHESTER SIGN CENTER</p> <p>844 375 0258</p> <p>BARRETTVILLE, IL 62018</p> <p>TELEPHONE: 815 277 0876</p> <p>FAX: 815 277 3088</p> <p>info@westchestersign.com</p>	<p>REV. DATE DESCRIPTION</p>	<p>DATE DESCRIPTION</p>	<p>BY</p>	
			0	01/17/23	REVISED LEASE EXHIBIT	NSB
			1	12/14/22	REVISED LEASE EXHIBIT	NSB
			A	09/14/22	LEASE EXHIBIT	JS
<p>NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET</p>						
<p>SHEET TITLE</p> <p>TOWER ELEVATION</p>				<p>SHEET NUMBER</p> <p>LE-3</p>		

THIS INFORMATION CONTAINED ON THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO WESTCHESTER SIGN CENTER. ANY USE OF THIS INFORMATION OTHER THAN THAT WHICH RELATES TO CURRENT SERVICES IS STRICTLY PROHIBITED.

Exhibit A-2 Height Comparison of the Proposed Tower to Church Steeple



Exhibit B 301 Avian Circle, Elevation 1,208 feet, AT&T Mobility





Pilgrim Lutheran
25th & Fairview



Thanksgiving Church
36th & Hwy 370



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

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, FIRST PRESBYTERIAN CHURCH OF BELLEVUE,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 25, T14N, R13E OF THE 6TH P.M., SARP
COUNTY, NEBRASKA

Conditional Use Permit for New Cingular Wireless PCS, LLC

This Conditional Use Permit issued this 21st day of February, 2023 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to New Cingular Wireless PCS, LLC, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, First Presbyterian Church of Bellevue, is the legal owner of Lot 1, First Presbyterian Church of Bellevue, located in the Southeast ¼ of Section 25, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 5.23 acres (“Property”). Applicant desires to use a portion of the Property for the construction of a 165’ monopole wireless communication tower and 40 foot by 60 foot fenced compound; 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, all existing and proposed easements, 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 the opportunity to cure in the time and manner described below.
 - b. The Use 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 maintain a 165' monopole wireless communication tower and 40' x 60' fenced compound 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:

New Cingular Wireless PCS, LLC
15 Park Place Centre
Swansea, IL 62226

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 Deputy 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 _____, 2023.

Notary Public

Steve Ward for New Cingular Wireless PCS, LLC

STATE OF ILLINOIS)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Steve Ward signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

Marty Davis for First Presbyterian Church of Bellevue

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

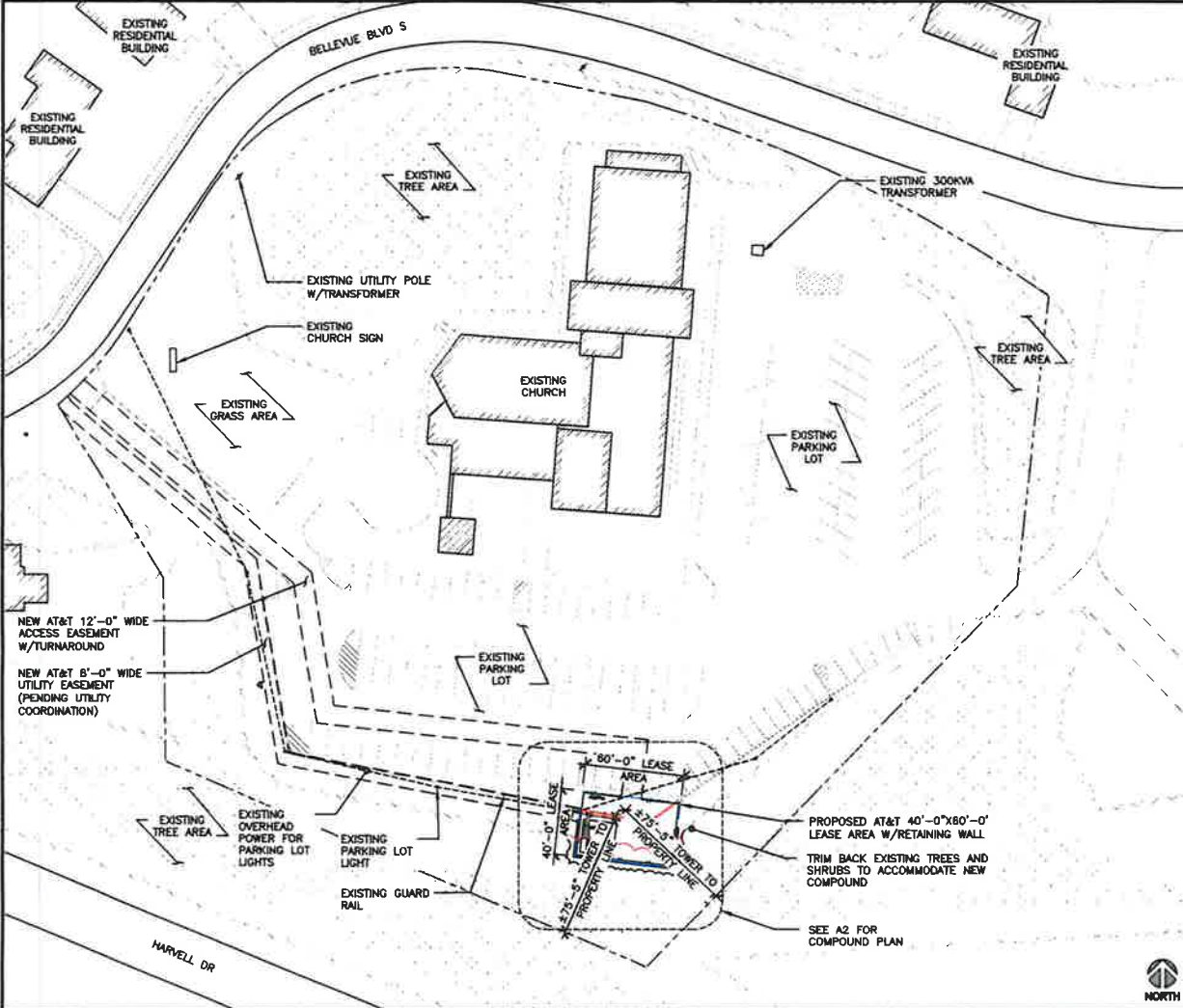
The undersigned, a notary public qualified in and for said county, does hereby certify that Marty Davis signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

FA # : 15796368
PTN # : 3525A13C1N
PACE # : MRUMW051411

RECEIVED
JAN 17 2023
PLANNING DEPT.



ENLARGED SITE PLAN

SCALE: 1"=75'-0" (11/17)
(1/2) 2"=300'-0" (05/24)

2 AERIAL SCALE: 1"=150'-0" (11/17)



NSB
15796368/NE01282
FIRST PRESBYTERIAN
1220 BELLEVUE BLVD S
BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
0	01/17/23	REVISED LEASE COORDINATE	BSM
1	12/14/22	REVISED LEASE COORDINATE	BSM
A	08/18/22	LEASE COORDINATE	JB

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
OVERALL SITE PLAN & AERIAL

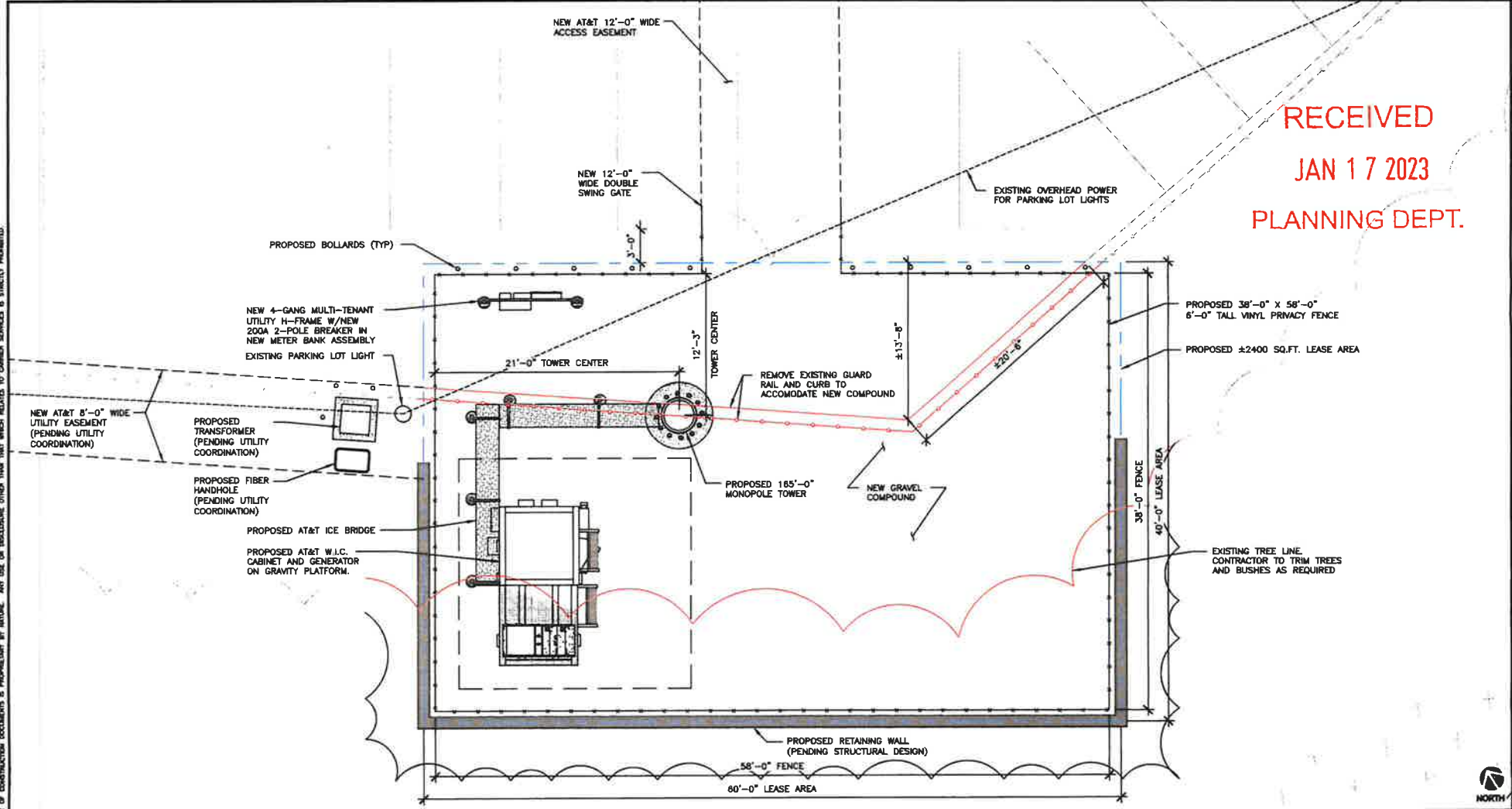
SHEET NUMBER
LE-1

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RECEIVED

JAN 17 2023

PLANNING DEPT.



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO WESTCHESTER SERVICES, INC. ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, INC. IS STRICTLY PROHIBITED.

ENLARGED PLAN

SCALE: 1/8"=1'-0" (11x17)
(OR) 1/16"=1'-0" (22x34) 1



NSB
15796368/NEL01282
FIRST PRESBYTERIAN
1220 BELLEVUE BLVD S
BELLEVUE, NE 68005

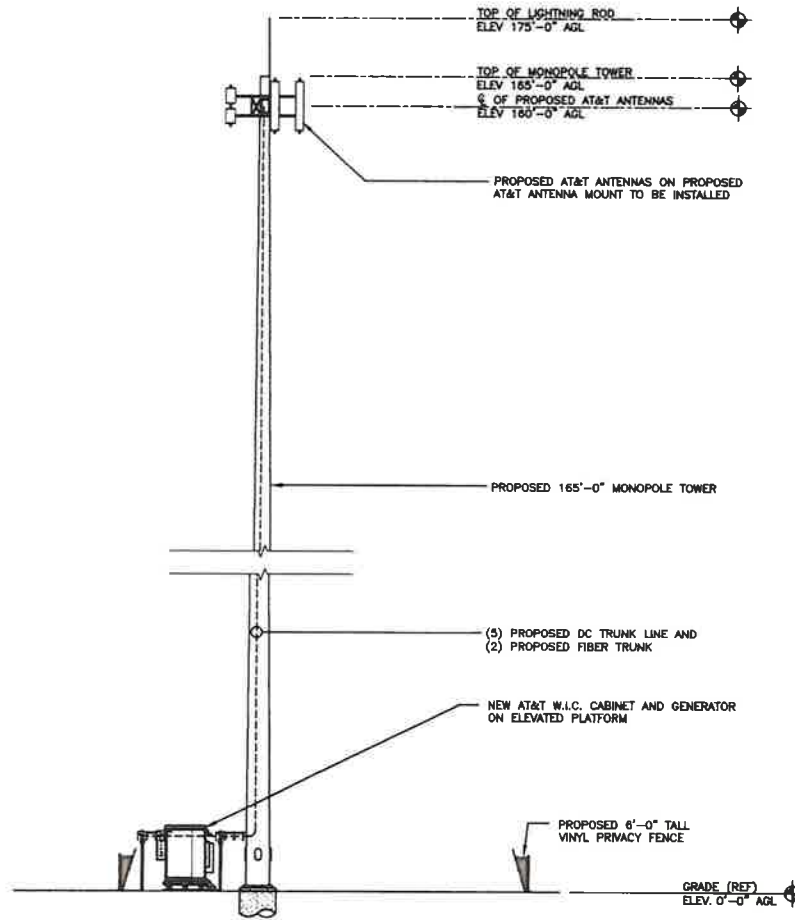
REV.	DATE	DESCRIPTION	BY	CHKD.
C	01/17/23	REVISED LEASE EXHIBIT	NSB	
B	12/14/22	REVISED LEASE EXHIBIT	NSB	
A	03/18/22	LEASE EXHIBIT	NSB	

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AT&T. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



RECEIVED
 JAN 17 2023
 PLANNING DEPT.

TOWER ELEVATION

SCALE: 1"=20'-0" (11x17)
 (00) 2"=20'-0" (22x34) 1

AT&T
 330 NATIONAL AVENUE
 BELLWORTH, TX 78115

NEXIUS
 CHERISA SMALL
 SITE ACQUISITION SPECIALIST
 PHONE: 408-948-7741
 CHERISA.SMALL@NEXIUS.COM

WESTCHESTER SERVICES LLC
 644 PUX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847 277 0670
 FAX: 847 277 0080
 us@westchesterserv.com

NSB
 15796368/NEL01282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
C	01/17/23	REVISED LEASE EXHIBIT	NSB
B	12/14/22	REVISED LEASE EXHIBIT	NSB
A	08/18/22	LEASE EXHIBIT	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
LE-3

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

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, FIRST PRESBYTERIAN CHURCH OF BELLEVUE,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 25, T14N, R13E OF THE 6TH P.M., SARPY
COUNTY, NEBRASKA

Conditional Use Permit for New Cingular Wireless PCS, LLC

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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”.

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2. In respect to the proposed Use:

- a. A site plan showing the Property's boundaries, all existing and proposed easements, 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 the opportunity to cure in the time and manner described below.
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 - c. The applicant may maintain a 165' monopole wireless communication tower and 40' x 60' fenced compound 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.
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- 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.
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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:

New Cingular Wireless PCS, LLC
15 Park Place Centre
Swansea, IL 62226

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 Deputy 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 _____, 2023.

Notary Public

Steve Ward for New Cingular Wireless PCS, LLC

STATE OF ILLINOIS)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Steve Ward signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

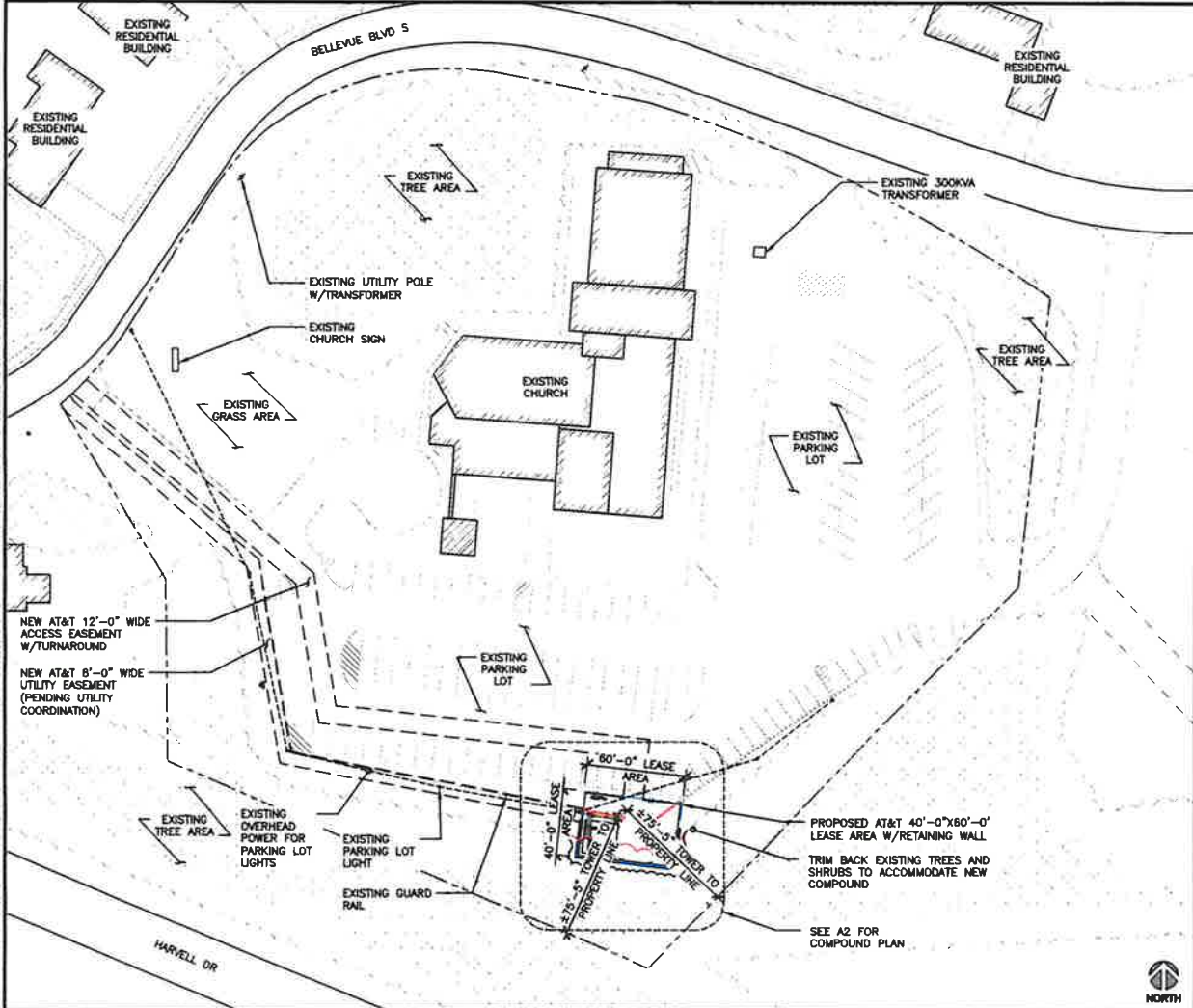
Marty Davis for First Presbyterian Church of Bellevue

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Marty Davis signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public



RECEIVED
 JAN 17 2023
 PLANNING DEPT.

FA # : 15796368
 PTN # : 3525A13C1N
 PACE # : MRUMW051411



ENLARGED SITE PLAN

SCALE 1"=75'-0" (11x17)
 (100' 2"=75'-0" (22x24))

2 AERIAL SCALE 1"=150'-0" (11x17)



NSB
 15796368/NELO1282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
C	01/17/23	REVISED LEASE EXHIBIT	NSM
B	12/14/22	REVISED LEASE EXHIBIT	NSM
A	08/18/23	LEASE EXHIBIT	JS

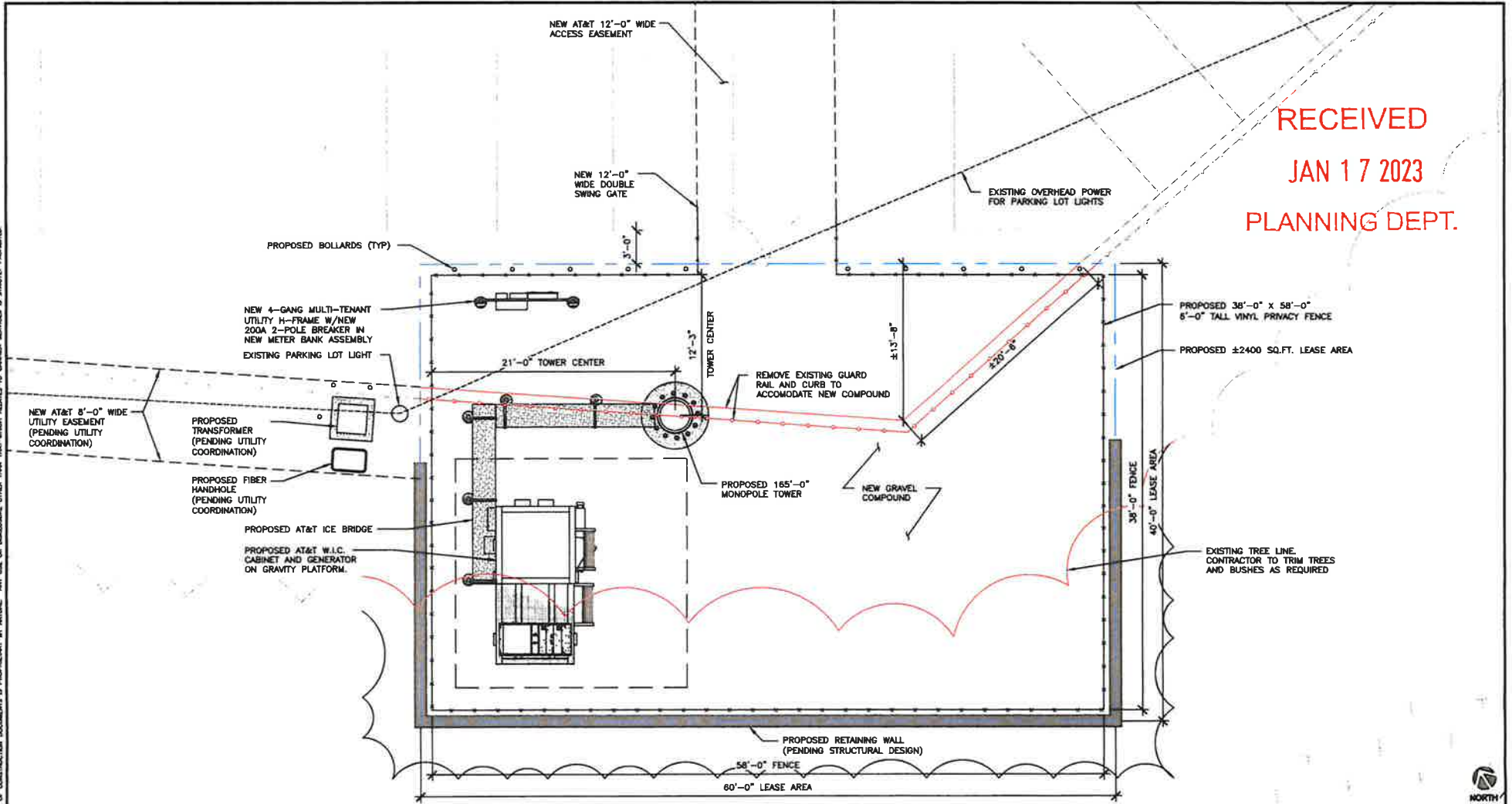
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
OVERALL SITE PLAN & AERIAL

SHEET NUMBER
LE-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO HARVEY. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIED SERVICES IS STRICTLY PROHIBITED.

RECEIVED
 JAN 17 2023
 PLANNING DEPT.



ENLARGED PLAN

SCALE: 1/8"=1'-0" (11x17)
 (OR) 1/16"=1'-0" (22x34) 1



NEXIUS
 CHERISA SMALL
 SITE ACQUISITION SPECIALIST
 PHONE: 336-946-5741
 CHERISA.SMALL@NEXIUS.COM

WESTCHESTER SERVICES LLC
 504 PO BOX 61808
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX : 847.277.0080
 ac@westchester-services.com

NSB
 15796368/NELO1282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	REVISIONS	INITIALS
0	01/17/23	REVISED LEASE EXHIBIT	NSB
B	12/14/22	REVISED LEASE EXHIBIT	NSB
A	05/18/22	LEASE EXHIBIT	JS

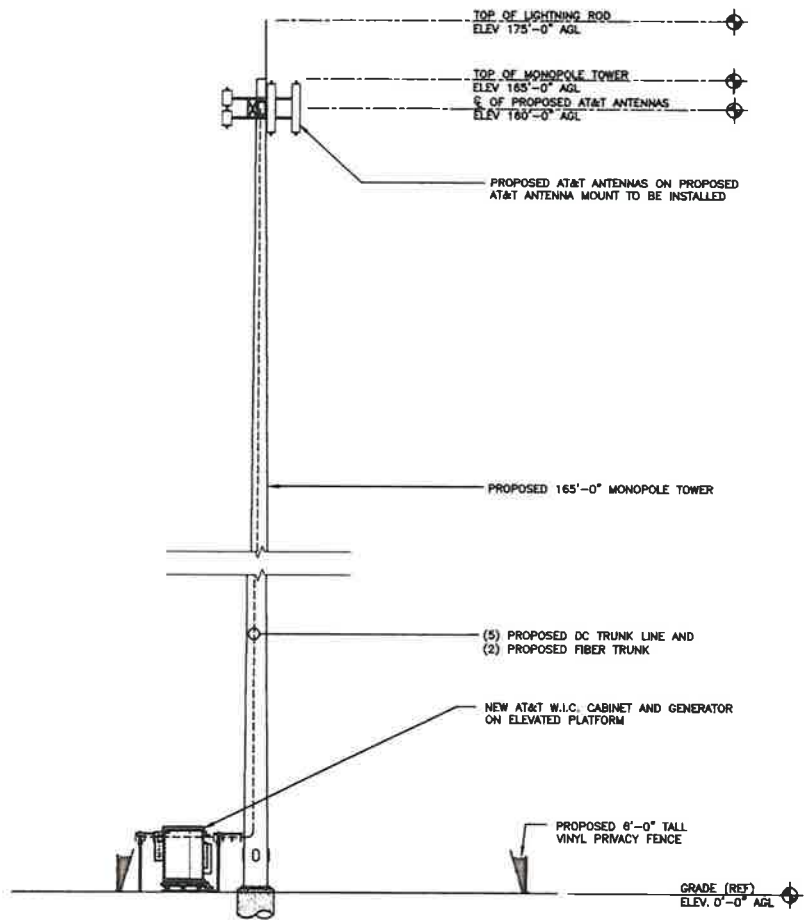
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO WESTCHESTER SERVICES LLC. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE SERVICES PROVIDED BY WESTCHESTER SERVICES LLC IS STRICTLY PROHIBITED.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY WESTCHESTER SERVICES, L.P. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIED SERVICES IS STRICTLY PROHIBITED.



RECEIVED
 JAN 17 2023
 PLANNING DEPT.

TOWER ELEVATION

SCALE: 1"=25'-0" (11/17)
 (1/2"=25'-0" (2/23/24)) 1



NSB
 15796368/NEL01282
 FIRST PRESBYTERIAN
 1220 BELLEVUE BLVD S
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
0	01/17/23	REVISED LEASE EXHIBIT	NSM
B	12/14/22	REVISED LEASE EXHIBIT	NSM
A	08/18/22	LEASE EXHIBIT	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
LE-3

AT&T Mobility
MNP Market
New Site Build

NEL01282

FA: 15796368

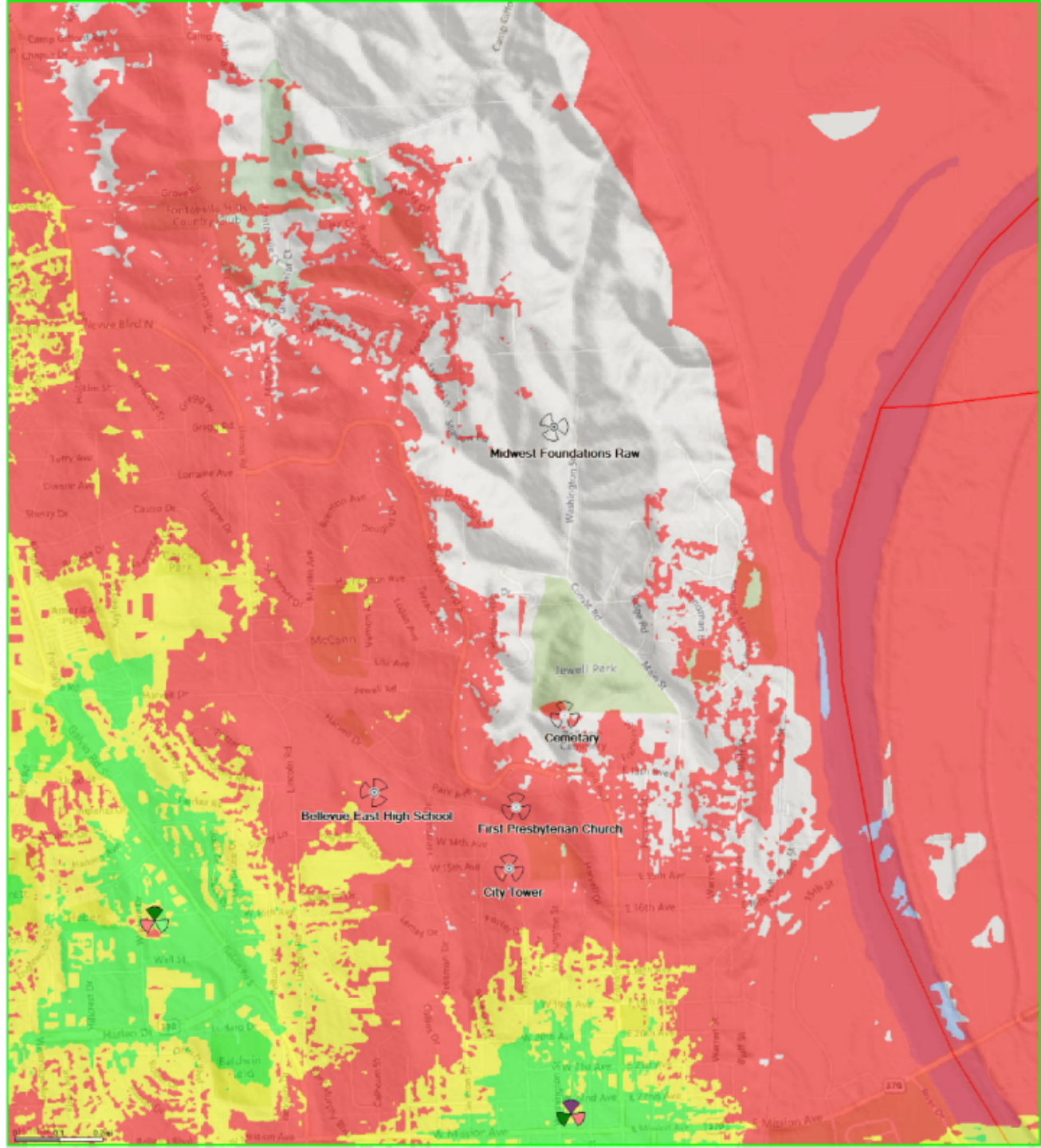
Issued By: Jim Tidmore

Site Name: Bellevue East



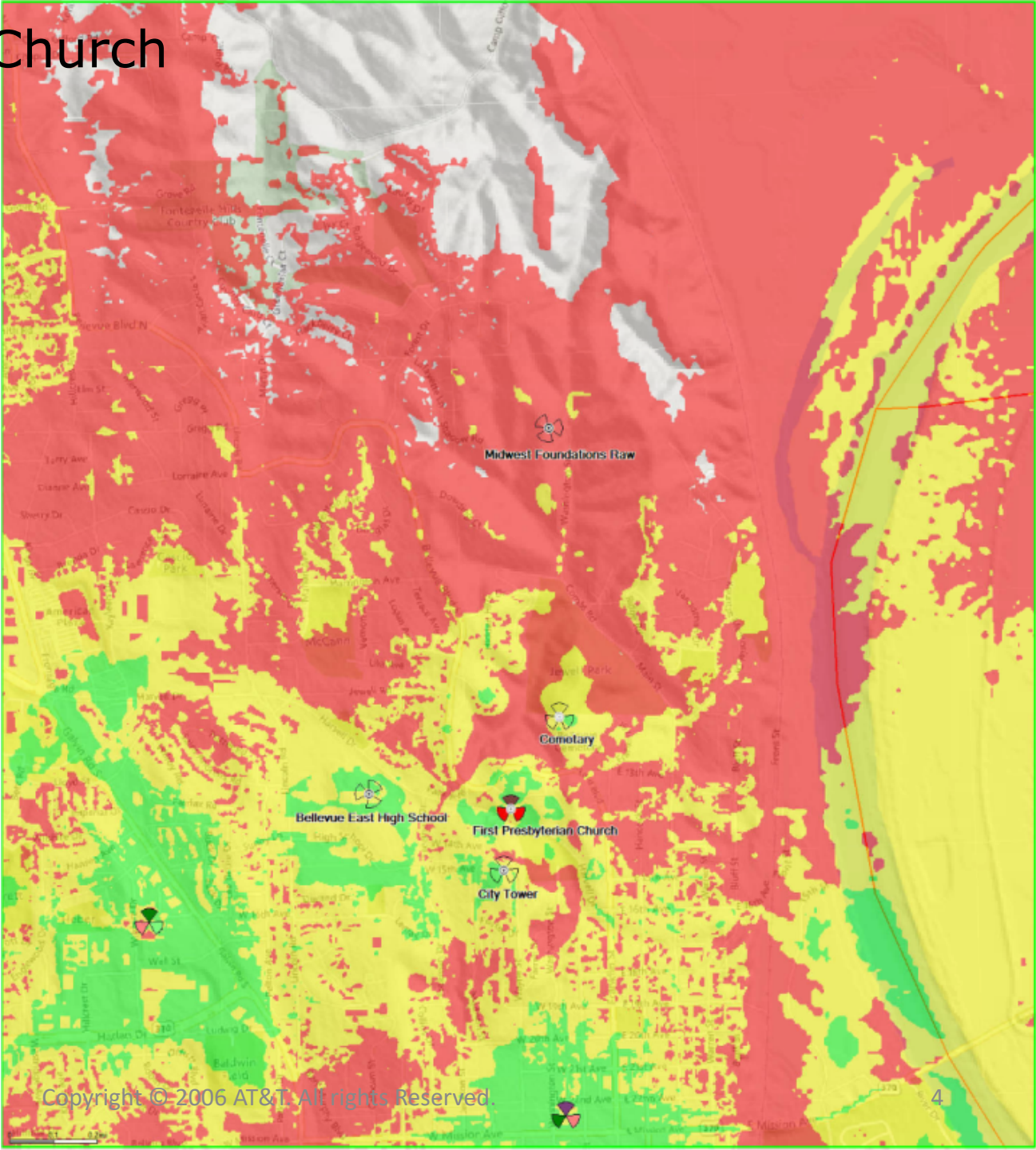
- New coverage at 700Mhz
- Slides 3-8 Capacity Coverage
- Slides 9-14 FirstNet Coverage

Existing Coverage



New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104
Green Inbuilding Coverage
Yellow Some Inbuilding and outdoor Coverage
Red Outdoor Coverage

First Presbyterian Church

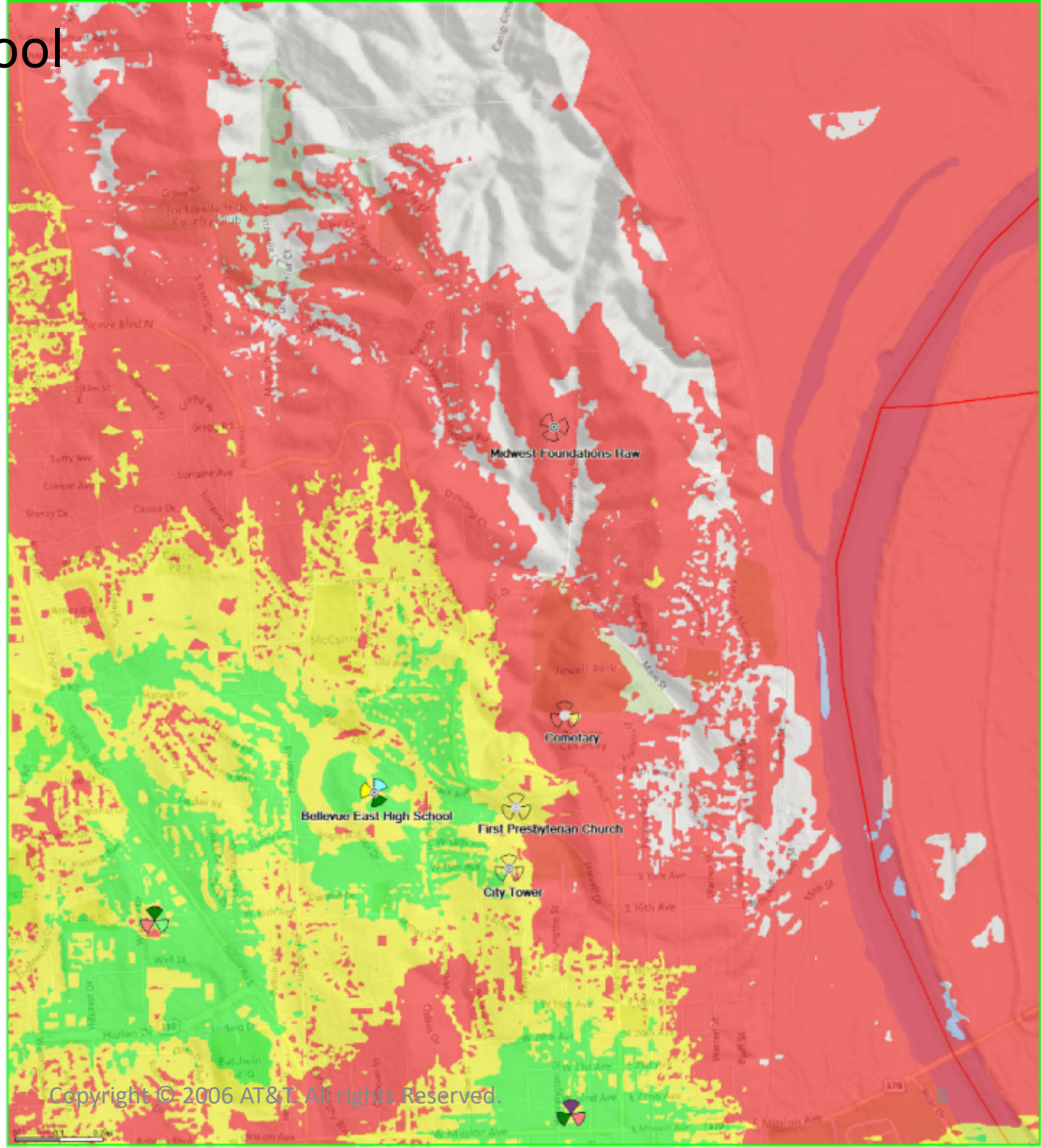


New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

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Bellevue High School

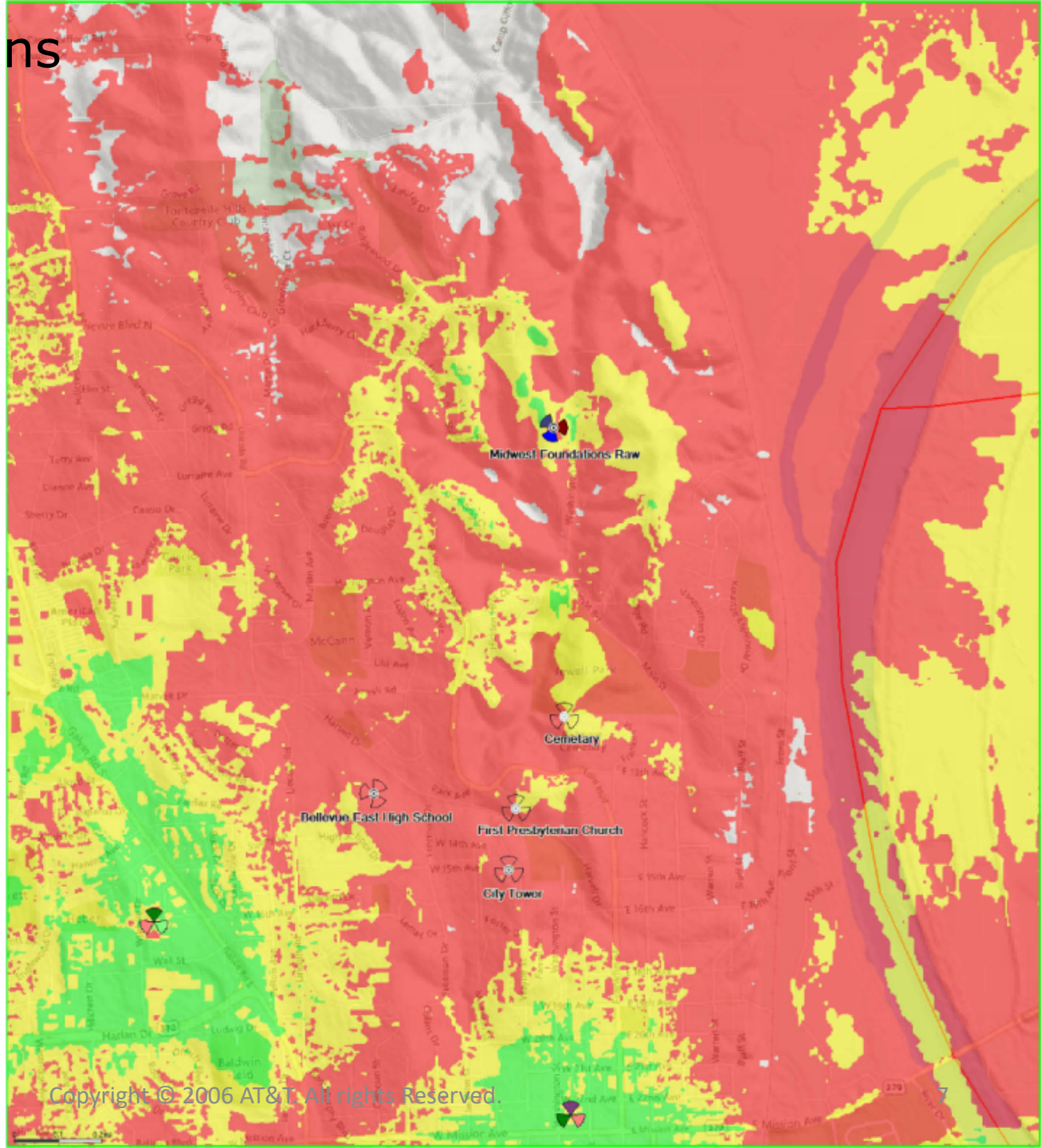


New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

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Midwest Foundations

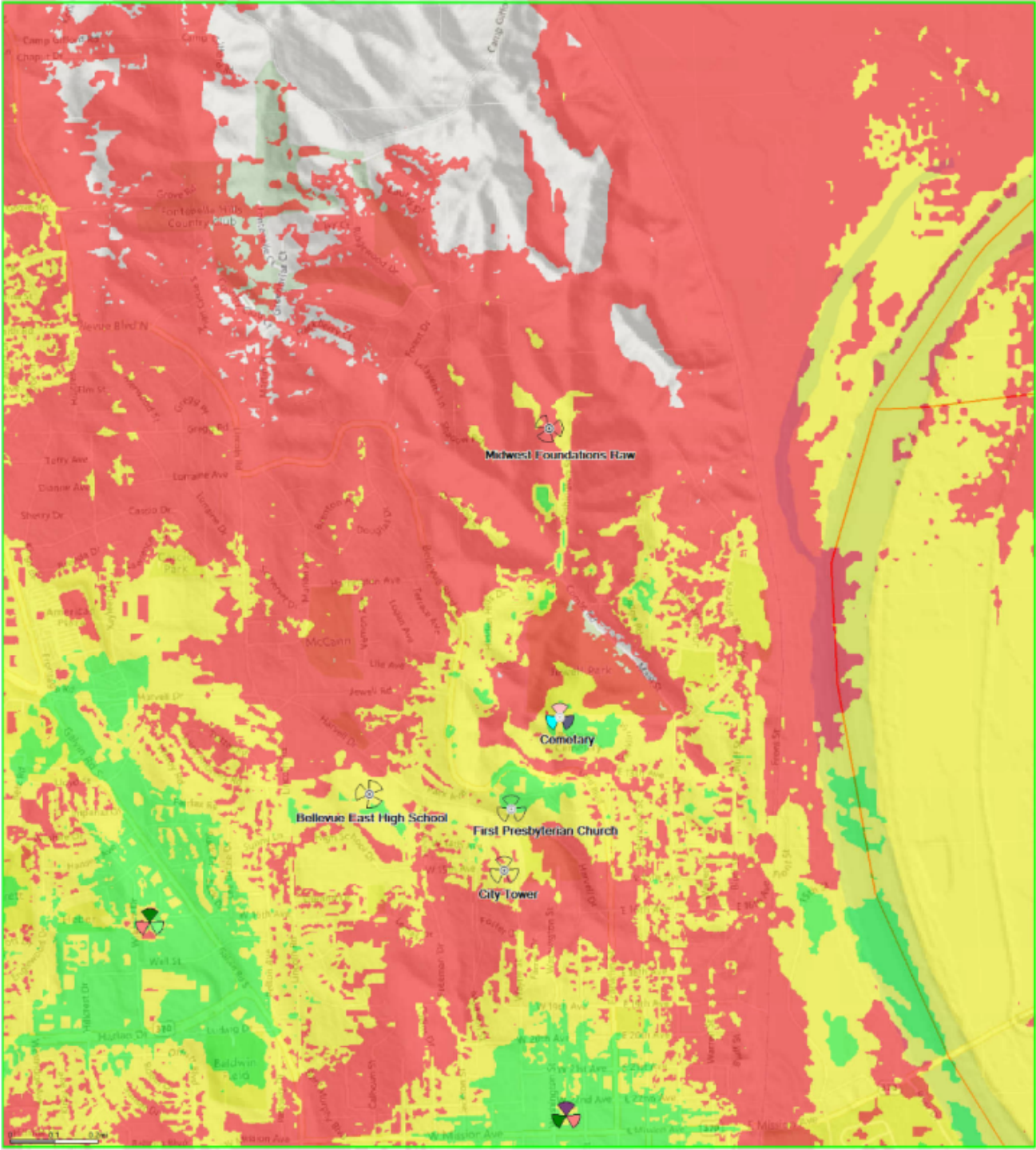


New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

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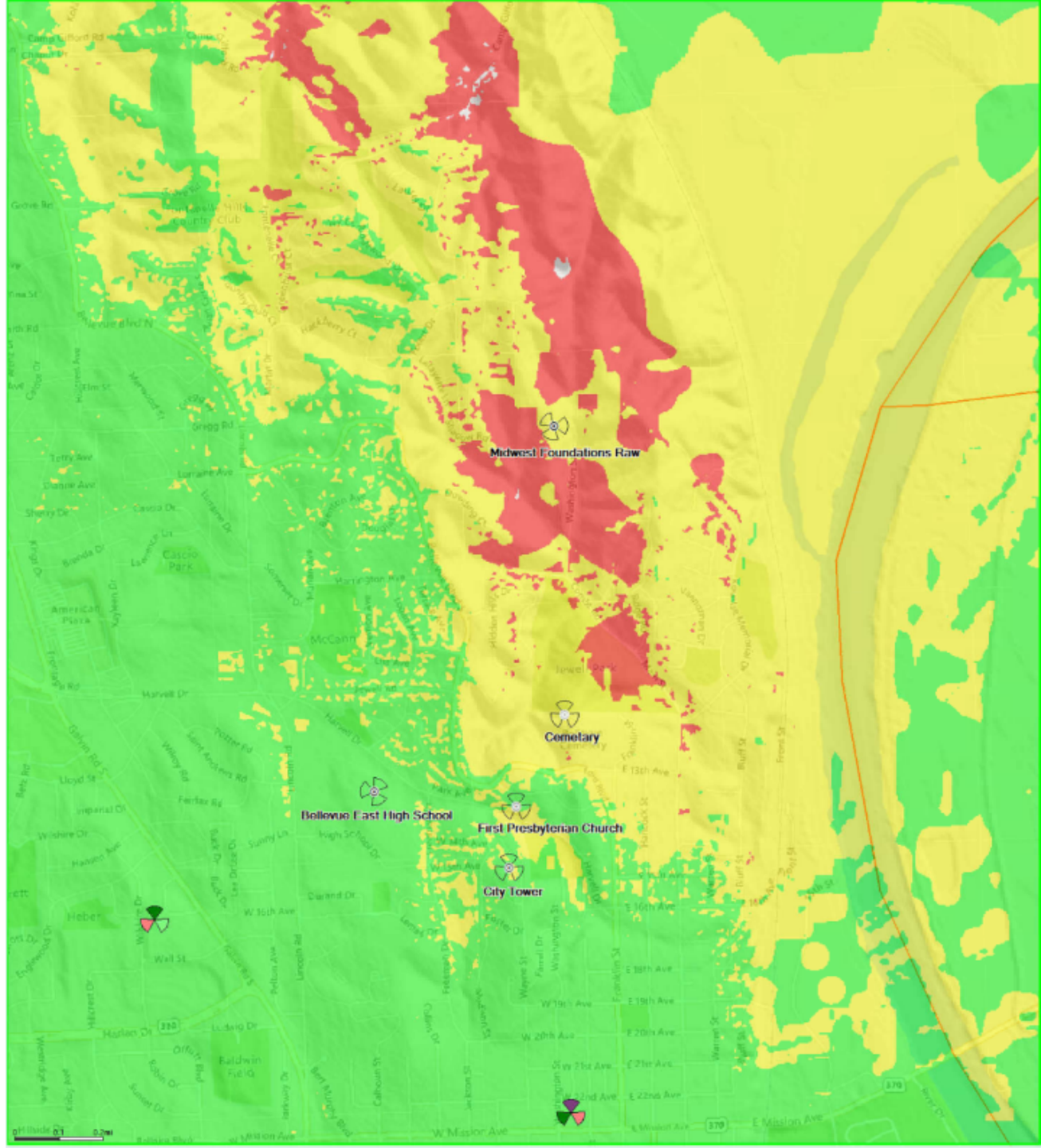
Cemetery



New 1282 C4 Cemetery LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

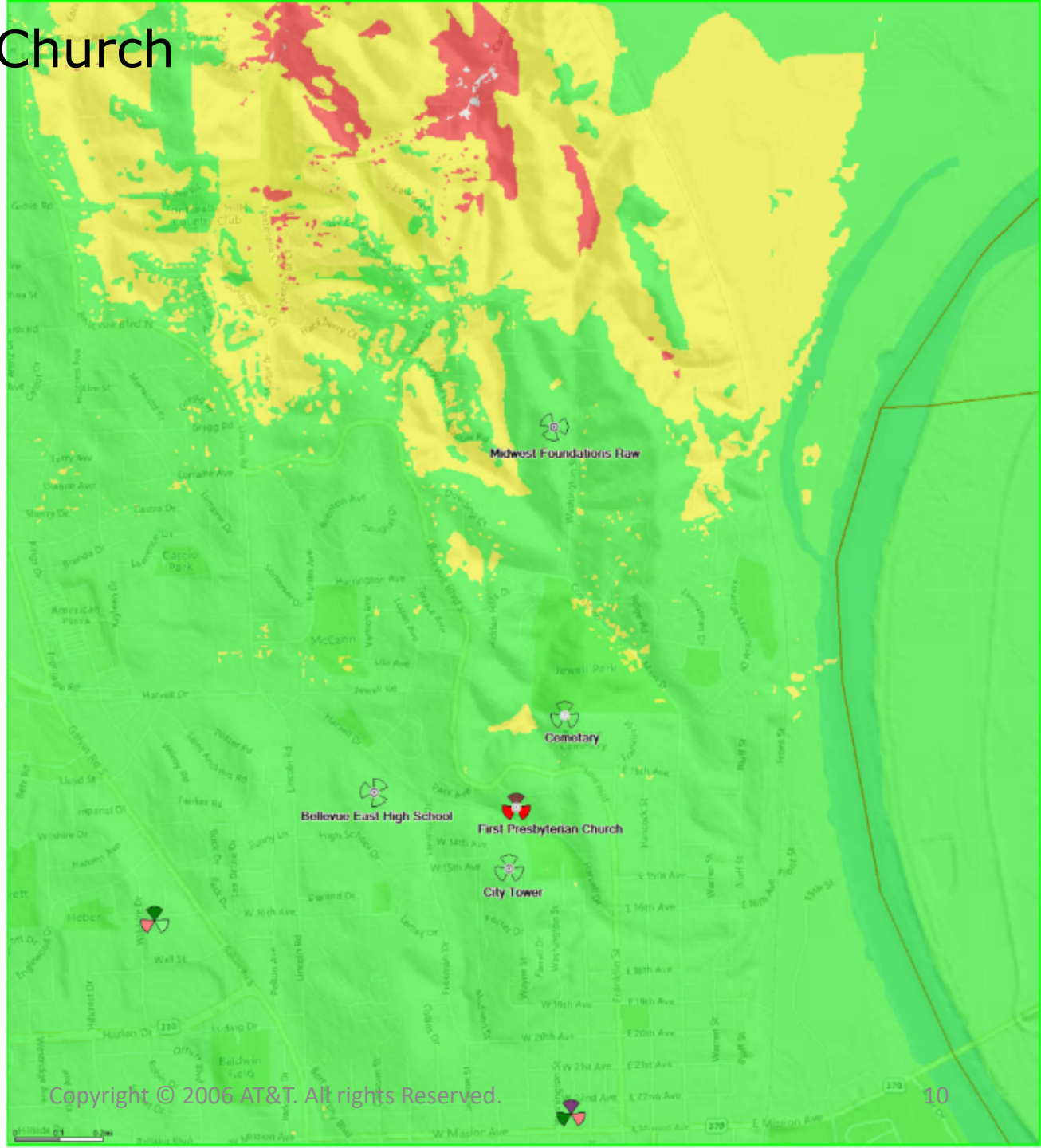
Existing Coverage



New 1282 LTE: RSRP (dBm) 3 Levels -122

- $-98 \leq \text{RSRP Level (DL) (dBm)} < 0$
- $-112 \leq \text{RSRP Level (DL) (dBm)} < -98$
- $-122 \leq \text{RSRP Level (DL) (dBm)} < -112$

First Presbyterian Church

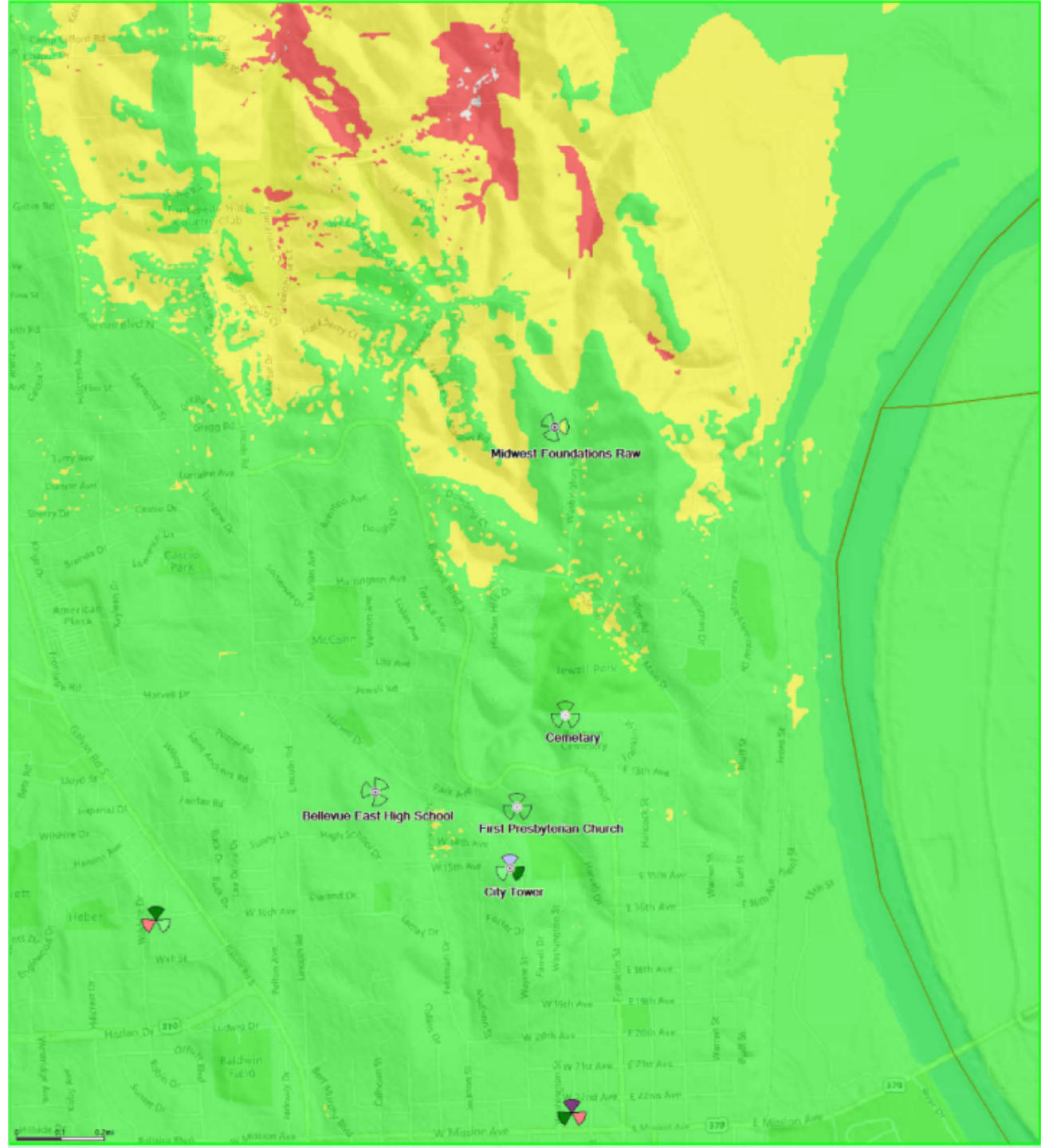


New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

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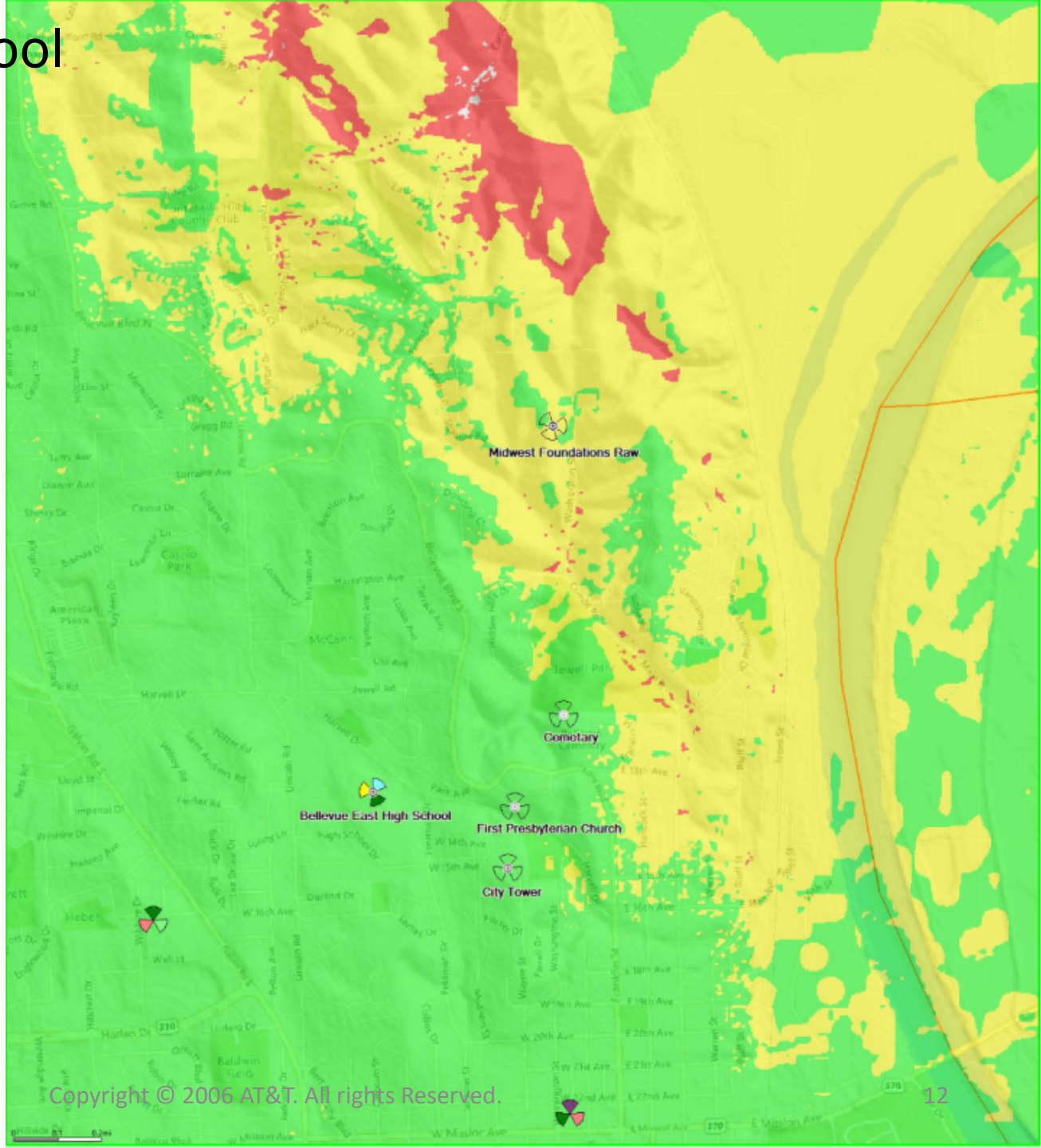
City Tower



New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

Bellevue High School

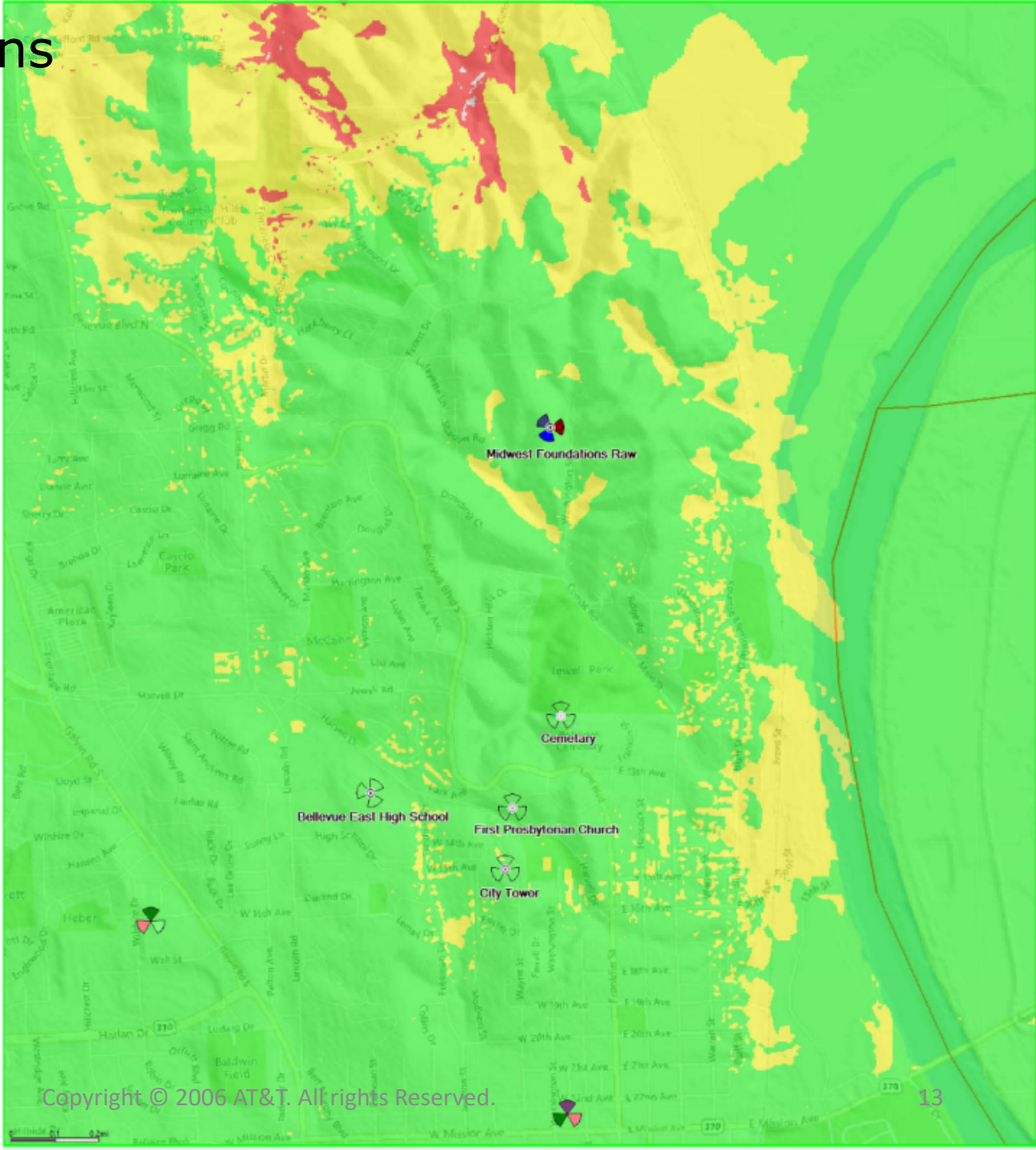


New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

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Midwest Foundations

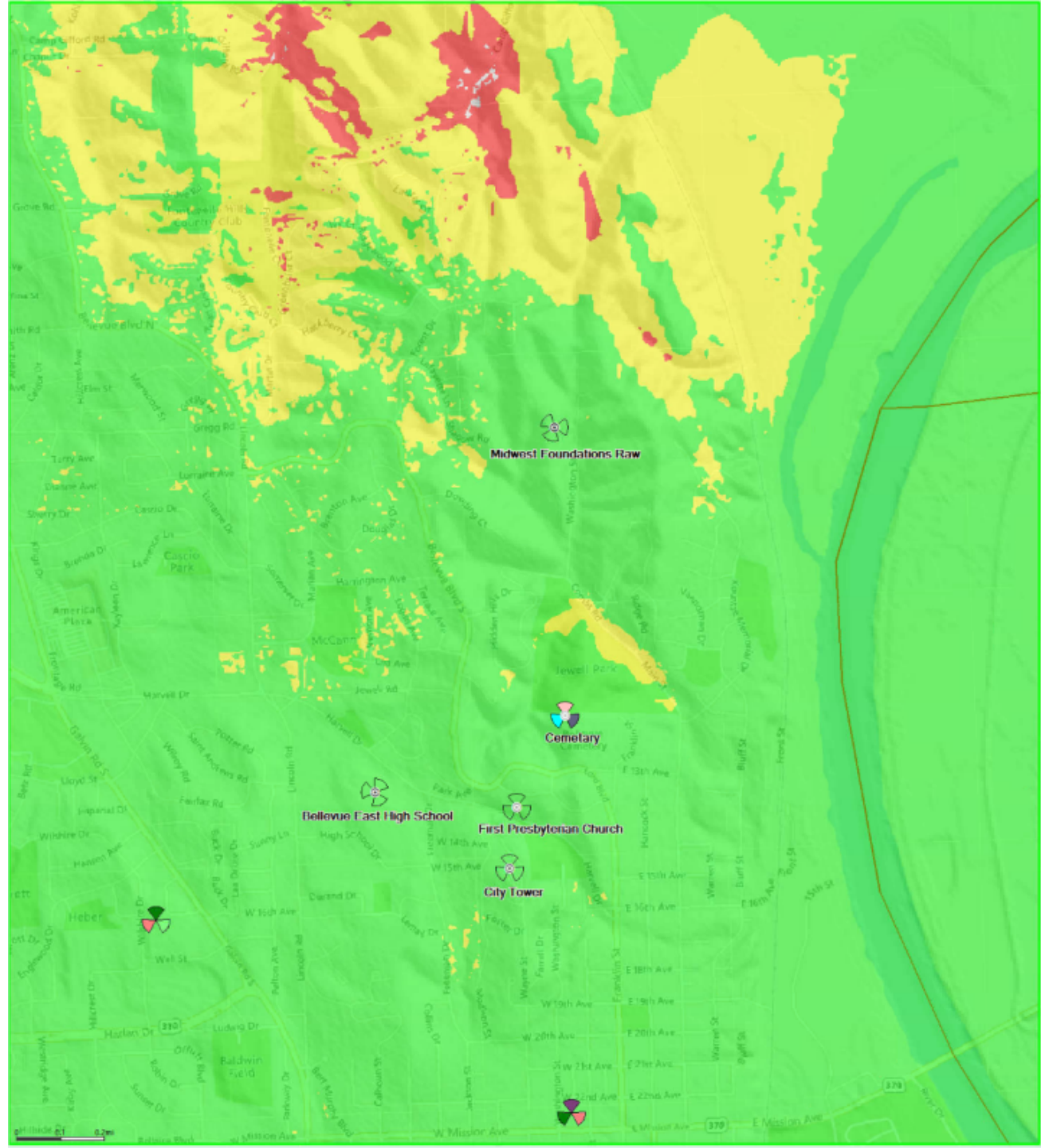


New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

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Cemetery



New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/05/2023		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 Stroehler 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 9/1/2023 through 1/31/2024 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 Stroehler 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:

Susan Kluthe

Don Pleiss

Kurt Stroehler

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/05/2023		SUBMITTED BY: 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 type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommendation to approve Special Fireworks Display

SYNOPSIS/BACKGROUND:

Application was received for a Special Fireworks Application for Midwest Fireworks to provide a special fireworks display for the Bellevue East High School Homecoming on September 14, 2023, 1401 High School Drive at 10:00 p.m.

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:

Recommendation to approve a Special Fireworks Application for Midwest Fireworks to provide a special fireworks display for the Bellevue East High School Homecoming on September 14, 2023, 1401 High School Drive at 10:00 p.m.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Pittillo
[Signature]
[Signature]



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue,
Nebraska 68005
(402) 293-3007

SPECIAL FIREWORKS EVENT APPLICATION

Event Name: Homecoming

Date of Event: 9-14-23

Time and Duration of Fireworks Display: 8-10min 10:00 or after game.

Contact Person: Nick & Martha Zimmerman

Contact Phone: 402-429-4018 Email: fireworks@mwfireworks.com

Distributor License: Yes No

If yes, name of Distributor: Midwest Fireworks Wholesale LLC

[Handwritten Signature]
Signature

8/28/23
Date

NEBRASKA STATE FIRE MARSHAL
Public Firework Display

Permit # 2023-DP-80291964-324

Receipt # 80291964

Date Received August 28, 2023 06:16 PM

Sponsoring Organization/Individual

Name 1 Bellevue East High School Homecoming

Name 2 Nick Zimmerman

Address 14445 SW 29th St

City Martell

State NE

Zip Code 68404

Daytime Phone 402-429-4018

Email fireworks@mwfireworks.com

Public Display Operator

License # 21-01/001

Name ZIMMERMAN SR, NICHOLAS SCOTT

Address 1 14445 SW 29TH

Address 2

City MARTELL

State NE

Zip Code 68404

Daytime Phone

Email

Location/Dates

Display Location 1401 High School Dr

Display City Bellevue

Display County Sarpy

Display Date September 14, 2023

Display Time 09:50 PM

Rain Date September 15, 2023

Rain Time 09:50 PM

Public Display Yes

Storage Information

How Stored Approved ATF/NSP Bunker

Distributor(s) Midwest Fireworks Wholesalers LLC (2023-RP-76759258-30)

Mortar/Distances (in feet)/Ground Display

Largest Mortar (Inches) 4.0

Residential 430

Health Care Facilities N/A

Penal Facilities N/A

Power Lines N/A

Phone Lines N/A

Ground Display No **Parking** --

Electronically Fired? Yes

Spectators 280

Parking 280

Hwys/Streets/Alleys 280

Hazardous Materials N/A

Trees 130

Spectators --

Approval

Approved By Scott Cordes, SFM

Date Approved/Issued August 29, 2023

Fire Chief Signature

§ 12-63 PERMIT FOR SPECIAL FIREWORKS.

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the city clerk. All applicants for a City of Bellevue permit shall make application to the city clerk and present the city clerk with a copy of their permit issued by the Nebraska State Fire Marshal. The city clerk shall present the application for city council approval and if approved the city clerk shall issue the permit.

(Ord. 4050, § 1, passed 9-21-2021)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/05/2023		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 of and authorization for the Mayor to sign the Statement of Work extending the contract for the City's Harassment and Discrimination training software

SYNOPSIS/BACKGROUND:

The City has used Traliant for training since 2020. This is a one-year extension of services for employee training on Diversity, Equity & Inclusion, Bias, Microaggressions, Cultural Competency, preventing Harassment & Discrimination and more.

FISCAL IMPACT: \$5,015 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Traliant Operating, LLC INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: 09/02/2023 CONTRACT TERM: 12 months CONTRACT END DATE: 09/01/2024

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NAME: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve the proposed agreement and authorize the Mayor to sign

ATTACHMENTS:

- Statement of Work
- Order Form
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

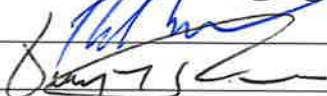



Exhibit B

STATEMENT OF WORK

Name of Company: City of Bellevue

Date: August 22, 2023

The Scope of Work is the official description of the work that is to be completed during the contract.

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Traliant shall provide the courses listed below:

Preventing Discrimination and Harassment – Office – Season 5 – EE/MGR – US

Diversity, Equity & Inclusion Training Suite (includes 6 standalone courses):

- Diversity, Equity and Inclusion at Work
- Unconscious Bias
- Microaggressions in the Workplace
- Cultural Competence in the Workplace
- Religion, Spirituality and Beliefs
- LGBTQ+ Inclusion

Except as otherwise specifically modified by this Statement of Work / Order Form, all other terms and conditions of the Services Agreement dated on or about September 02, 2020 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work / Order Form on the date indicated.

TRALiant Operating, LLC

Signature: _____

Printed Name: Jeff Waschler

Title: SVP of Customer Success

Date: _____

City of Bellevue

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Exhibit A
ORDER FORM**

1. LICENSE TERM: 1 Year

TRALIAN PRODUCT	Preventing Discrimination and Harassment Diversity, Equity & Inclusion Training Suite
LANGUAGE(S)	English
FORMAT	Traliant Hosted

2. SERVICES

NAME	UNIT PRICE	QUANTITY	TOTAL PRICE
Course License	\$17.28	250	\$4,320.00
Implementation Fee	\$695.00	1	\$695.00

3. FEES

Year	License Fees	Implementation Fee	TOTAL
Year 1 09/02/2023- 09/01/2024	\$4,320.00	\$695.00	\$5,015.00

4. SPECIAL TERMS

Traliant shall invoice Customer on the Effective Date of this Agreement the amount of \$695.00 ("Implementation Fees") for these Implementation Services. This fee will be one time in nature and will cover all costs associated with the implementation of the listed courses over the term of this agreement.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
9/5/2023

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Emergency Storm sewer replacement at 601 Bellevue Blvd North

SYNOPSIS/BACKGROUND:

Heimes Corp. to perform storm sewer replacement for emergency repair at 601 Bellevue Blvd north.

FISCAL IMPACT: \$72,835.00 BUDGETED FUNDS?: NO 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 NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-15-6399

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the proposal for emergency replacement of storm sewer.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Babin
[Signature]
[Signature]



6399

Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date **8/18/2023**
Phone **402.293.3127**
Email Bobby.riggs@bellevue.net
Job Info **601 Bellevue BLVD North**
CMP Storm Sewer Repair

Storm Sewer Replacement:

- Mobilize to site
- Remove trees for safe access to work area
- Excavate and remove failed CMP piping
- Tap existing junction box structure
- Furnish and install 160 LF of 18" HDPE with (2) drop manholes and rip rap at the FES
- Install S150 erosion control fabric with seed over work area
- Backfill with existing soils

BUDGE PRICE \$ 72,835.00

Notes:

- No performance bond has been included
- No surveying, staking or compaction testing has been included
- No coordination or safety protocols with the air base have been included – all communication to be through the City of Bellevue
- No maintenance or seeding has been included
- No winter conditions have been included – work to be performed prior to frost
- No testing or inspections have been included – repair only
- *Pricing is based on working directly with City of Bellevue representative – Bobby Riggs – if other engineering firm is to oversee work/direct work, pricing will be recalculated and bid price on this proposal will not be valid

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: David Goedeken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

SEI installation to the Bellevue Public Library on 2206 Longo Dr.

SYNOPSIS/BACKGROUND:

SEI proposals for the new library installation for Video Management Server, Camera system, access control and panic buttons. Monthly monitoring recurring fee will be \$1,001.00 after the installation and it will be a contract prepaid annually for a period of five years.

FISCAL IMPACT: \$130,947.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Installation of SEI system to the new library and monitoring contract.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME: CIPLI23(01)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-40-6436

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the SEI proposal for the installation for the new library and monitoring contract.

ATTACHMENTS:

1. Video management server propo
2. Camera system proposal
3. Access Control and Panic Butto
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee B...
[Signature]
[Signature]



Your Safety Is Our Business
secure • monitor • connect

City Of Bellevue-City Hall

Video Management Server

67970-3-0
Dated: 7/28/2023

Prepared for:
Dave Goedeken

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedecken | 402-293-3030 | dave.goedecken@bellevue.net



Proposal #: 67970-3-0
Dated: 7/28/2023

Video Management Server

Scope of Work

SEi to provide and install the following server for the new camera system.
Customer to provide network connectivity for remote access as needed.

The server will be covered with SEi maintenance.

SEi PLATINUM MAINTENANCE

SEi Platinum maintenance protection Monday-Friday, 8:00am-5:00pm (excluding SEi holidays), any loaner equipment if needed, replacement equipment is covered by this agreement.

On-site maintenance service does not include electrical work external to the equipment, repair or damage or replacement of parts resulting from failure of electrical power or air conditioning, catastrophe or other "acts of God" such as lightning, accident, neglect, misuse of equipment, unauthorized modifications or repair of the equipment by the customer or his agent, services requested outside of the hours and days listed above, relocation, or reinstallation of equipment.

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedeken | 402-293-3030 | dave.goedeken@bellevue.net



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 67970-3-0

Dated: 7/28/2023

Schedule of Protection

Estimate

QTY	Description
1	Server for Salient VMS

Investment Summary

Deposit Due in Advance	\$10,207.00
Balance Due Upon Completion	\$10,207.00
Monthly Recurring	\$260.00
Total Proposal Amount	\$20,414.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made July 28, 2023, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Bellevue-City Hall. Location of Customer's premises 2206 Longo Drive , Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (Commercial Platinum CCTV Maintenance) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$20,414.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$260.00 plus tax, if applicable per month for the lease or purchase of the system. Commercial Platinum CCTV Maintenance included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Bellevue-City Hall

Signature: _____
Date: _____
Print Name: Dave Goedeken
Title: Public Works Director
Email: dave.goedeken@bellevue.net



Terms & Conditions

1. **Finance and Late Charges.** A three percent (3%) fee may be added to credit card payments over \$10,000. A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
2. **Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
3. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
4. **Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
5. **Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
6. **Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
7. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
8. **Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
9. **Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
10. **SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
11. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
12. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
13. **Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____



G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEi AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEi TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEi OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEi SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEi OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEi OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEi OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEi OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEi'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEi'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEi'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEi'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEi to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEi to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEi's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEi agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEi's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEi on a time and material basis at SEi's then prevailing charges.

E. Limitation of Service Warranty. SEi makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEi's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEi. It is understood and agreed by the parties that all service to the System shall be performed by SEi only, but Customer agrees that SEi's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEi of the necessity for such service. Customer agrees to pay SEi's minimum service call charge in the event Customer does not provide unrestricted access when SEi attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEi only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEi's then prevailing charges.

G. SEi Service to Existing Systems. If SEi takes over rendering services to an existing System, in whole or in part, SEi reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEi determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEi, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEi's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEi's office or monitoring facility. Customer hereby consents to SEi's performance of all such services pursuant to SEi's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEi or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEi, which shall be in SEi's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEi in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEi and any other person or entity that provides financing to SEi or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEi HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEi SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____



B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI, SEI is a third-party beneficiary of the EULA.

Initials: _____



Your Safety Is Our Business
secure • monitor • connect

City Of Bellevue-City Hall

Camera system

67970-2-0

Dated: 7/28/2023

Prepared for:
Dave Goedeken

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedeken | 402-293-3030 | dave.goedeken@bellevue.net



Proposal #: 67970-2-0
Dated: 7/28/2023

Camera system

Scope of Work

SEI to provide and install the following Axis cameras for the new city library camera system.

All camera CAT6 wire will be provided and installed by the electrician.

The Salient server will be located in the IT room.

There are 20 ceiling mounted 6MP fisheye cameras to cover the public floor of the library.

9 additional 2MP mini dome cameras will cover more critical coverage areas and the public corridor to the east of the library will have 3 dual camera systems to cover the corridor.

5 exterior MULTIVIEW cameras will cover the parking and entry areas.

The video management server is included in a separate proposal.

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Bellevue-City Hall

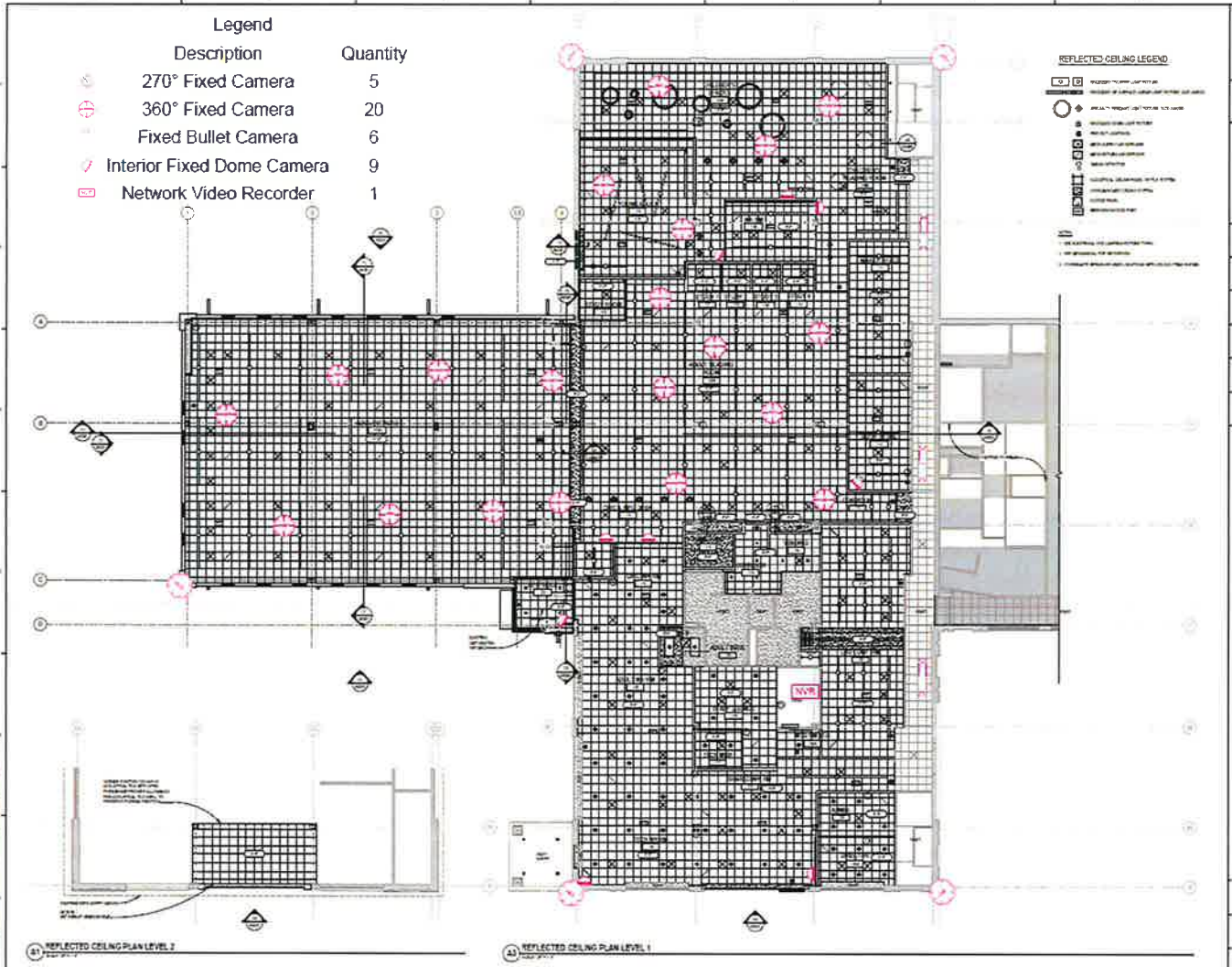
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Proposal #: 67970-2-0
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Schedule of Protection

Estimate

QTY	Description
5	15 MP Multisensor Camera
5	Corner Bracket
5	Wall Mount
20	6MP, Indoor, Fisheye Camera
9	Indoor 2MP Dome Camera
37	All CAT6 Wire installed by other contractor
3	AXIS P4707-PLVE P47 Series Dual Sensor 360° IR Panoramic Camera with Deep Learning, 3.26-8.12mm Lens, Black and White
5	Pendant Cap for Multisensor Camera
37	CompleteView Pro, 64 Bit, 1 IP Camera License

Investment Summary

Deposit Due in Advance	\$32,515.00
Balance Due Upon Completion	\$32,515.00
Monthly Recurring	\$515.00
Total Proposal Amount	\$65,030.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made July 28, 2023, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Bellevue-City Hall. Location of Customer's premises 2206 Longo Drive , Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (PMA Maintenance, Commercial Gold CCTV Maintenance) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$65,030.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$515.00 plus tax, if applicable per month for the lease or purchase of the system. PMA Maintenance, Commercial Gold CCTV Maintenance included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Bellevue-City Hall

Signature: _____
Date: _____
Print Name: Dave Goedeken
Title: Public Works Director
Email: dave.goedeken@bellevue.net



Terms & Conditions

1. **Finance and Late Charges.** A three percent (3%) fee may be added to credit card payments over \$10,000. A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
2. **Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
3. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
4. **Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
5. **Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
6. **Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
7. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
8. **Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
9. **Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
10. **SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
11. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
12. **Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
13. **Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____



G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is Activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required by Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____



B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedeken | 402-293-3030 | dave.goedeken@bellevue.net



Proposal #: 67970-5-0
Dated: 7/28/2023

Bellevue Professional Building Access Control and Panic Buttons After 8.11.2023

Scope of Work

SEI to provide and install the following access control equipment.

Card readers will be added at doors:

- 101.1 Main Exterior*
- 101.2 Main Interior*
- 102A Exterior Patio*
- 131 Public Corridor to Library*
- 125 Public Corridor to Back Office Area*
- 125A Exterior Receiving*
- 121 Circulation Work Room Interior
- 123B Server room Interior
- 104 Young Adult Interior
- 110 Children's Interior
- 108 Work Room Interior

(*) Indicates doors to be locked down when Lock Down is activated

A lock down button will be installed at either the front desk area or in the directors office. When activated, the doors listed above with an (*) will be locked down and all access cards readers will become inactive.

All electrified door locking hardware will be provided by others and be installed within SEI scope of work. SEI will provide low voltage power for the electrified locks, with the exception of any electrified retractable door locks.

The power supply for the electrified retractable locks will be provided by the door hardware provider.

All doors will be wired with SEI access control composite cable. Final terminations will only be made at the indicated reader doors.

Hardwired panic buttons will be installed at the three circulation desk and at the drive thru window area. The two wireless panics will be for staff when moving around in the library.

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedecken | 402-293-3030 | dave.goedecken@bellevue.net



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 67970-5-0

Dated: 7/28/2023

Schedule of Protection

Access Control

QTY	Description
1	M2150 8DBC Controller Board Only
1	M2150 8DC Controller Board Only
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
3	Battery
1	Line Cord
11	RP40 Multiclass Reader, Black
1	M2150 Network Interface Module
2	Symmetry Wiegand Interface Module (WIM) 8
3000	Composite Plenum Shielded Wire
1	Symmetry Professional 16 Reader License Add-On
1	M2150 8 Input/4 Output Module
1	Overhead Door Contact
2	Stopper Station Button, Key-To-Reset Illuminated,
1	SEI Labor to tie in locks provided by others
2	Time Delay Module
100	18/4 Plenum Non Shielded Wire

Wireless Panic Buttons

QTY	Description
1	Wireless High Power Receiver for XR Series Panel
2	2 Button Wireless Hold-up Device, with Belt Clip

Hardwired Panic Buttons

QTY	Description
4	Two Button Panic Button
4	Single Point Zone Expander
300	22/4 Plenum Non Shielded Wire

Alarm Panel

QTY	Description
1	Control Panel with Dialer and Network
1	Battery
1	LTE Cellular Communicator for XR Panels
1	Keypad, LCD Display, Blue Display, White

Customer: City Of Bellevue-City Hall

Site: 2206 Longo Drive
Bellevue, NE, 68005

Contact: Dave Goedecken | 402-293-3030 | dave.goedecken@bellevue.net



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 67970-5-0

Dated: 7/28/2023

Investment Summary

Deposit Due in Advance	\$22,052.00
Balance Due Upon Completion	\$22,051.00
Monthly Recurring	\$226.00
Total Proposal Amount	\$44,103.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616



Commercial Installation and Service Agreement

THIS AGREEMENT is made July 28, 2023, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and City Of Bellevue-City Hall. Location of Customer's premises 2206 Longo Drive , Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, SEI agrees to sell, and provide (Commercial Gold Access Maintenance, Commercial Intrusion Monitoring, Commercial Gold Intrusion Maintenance, Commercial Cellular Monitoring, Commercial Gold Intrusion Maintenance, Commercial Gold Intrusion Maintenance) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEI for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEI the sum of: \$44,103.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEI the sum of \$226.00 plus tax, if applicable per month for the lease or purchase of the system. Commercial Gold Access Maintenance, Commercial Intrusion Monitoring, Commercial Gold Intrusion Maintenance, Commercial Cellular Monitoring, Commercial Gold Intrusion Maintenance, Commercial Gold Intrusion Maintenance included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEI invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEI

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Bellevue-City Hall

Signature: _____
Date: _____
Print Name: Dave Goedeken
Title: Public Works Director
Email: dave.goedeken@bellevue.net



Terms & Conditions

- 1. Finance and Late Charges.** A three percent (3%) fee may be added to credit card payments over \$10,000. A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer, (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____



G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



***A. RELEASE OF INSURED LOSSES.** CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____



B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, IT'S MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgements, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Dave Goedecken-PW/Todd Jarosz-Fleet	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Emergency Purchase of New 12,000lb, Service Vehicle Lift

SYNOPSIS/BACKGROUND:

Purchase for a new rotary 12,000lb, two post, Symmetrical Surface Mount Lift w/Three Stage Arms Front & Rear & Truck Adapters. Remove old lift and install new lift, labor. This is an emergency due to one of the two lifts in Fleet department is not in good working condition and can be dangerous. It is the original to the building. This quote by Danielson Tech Supply includes removal of the old lift and the installation of the new lift.

FISCAL IMPACT: \$14,911.41 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Danielson Tech Supply 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 NAME:

STREET DISTRICT NAME (S): 10-15 STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: 7100 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the purchase with Danielson Tech Supply for a new small vehicle lift and labor for Fleet Department not to exceed the amount of \$14,911.41.

ATTACHMENTS:

1. Memorandum
2. Quotes (3)
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Dave Goedeken
From: Todd Jarosz *TJ*
Subject: Small vehicle lift
Date: 8-29-2023

We have recently found a rust hole in the pivot section of one of our small vehicle lifts. This lift is one of two lifts we have at Fleet for small vehicles and is original to the building. It is 23 years old. It is an inground lift and to replace it would cost over \$25,000.00 with the lift, concrete and labor. Looking at the future of our facility I feel an above ground lift that can be moved to a new location would be in the best interest of the city. This is an item that can't wait and needs to be moved on as soon as we can to keep the progress at Fleet moving forward. I have attached a quote on a new above ground lift, the cost of removing the old lift and installing the new lift. I am asking for authorization to move forward on purchasing the new lift. I currently have \$18,000.00 in my budget to purchase this. I would like to go with the quote from Danielson Equipment. They are local with the lift in stock and their quote includes the removal of the old lift and installation of the new lift.

Dave Goedeken: *Dave Goedeken* Date 8/30/23

Jim Ristow: *Jim Ristow* Date 8/30/23



Danielson / Tech Supply, Inc. • 10322 Sapp Bros. Drive • Omaha, NE • (402) 896-3200 • (800) 237-9087

August 29, 2023

Bill To:

City of Bellevue
1500 Wall Street
Bellevue, Ne. 68005-5299

Ship To:

City of Bellevue
1500 Wall Street
Bellevue, Ne. 68005-5299

Attention: Todd

QUOTE

Qty	Item	Description	Unit Price	Line Total
1	SPO12N7T5RD	Rotary 12,000lb, Two Post, Symmetrical, Surface Mount Lift W/Three Stage Arms Front & Rear & Truck Adapters		\$9,365.00
5	Hydoil	Hydraulic Oil	\$25.00	\$125.00
1	FA5112	Full Size Shim kit		\$350.00
1	Inst	Install SPO12N (Less Electrical)		\$1,450.00
1	FJ6225	Rotary Round Adapters		\$440.00
1	T120209BK	Center Cover Plate		\$450.00
2	T120216	Rotary End Covers	\$225.00	\$450.00
2	T110557BK	Support Brackets	\$47.00	\$94.00
1	L	Labor to Remove Old Lift		\$650.00
Subtotal				\$13,374.00
Freight				\$561.90
Sales Tax				\$975.51
Total				\$14,911.41

Accepted By: _____ Date: _____

Proposed By: Mike Hopkins Date: 08/29/2023

Thank you for your business!

Rotary SPO12 12,000 lb 2-Post Lift

SAVE

About these results

Buying options

\$11,599.99
 +\$0.00 est. tax
 Free delivery
 30-day returns
 Mobile Distributor Supply

[Visit site](#)



Typical prices across the web

\$11,599.99 at Mobile Distributor Supply



Low Typical: **\$11,599.99** High

Track price
 Get notified when the price drops
[View all your tracked products](#)

[Report a listing](#)

Overhead Equalization system arm restraints – all arms, electric-hydraulic operation comes standard with (4) FJ6143, (2) FJ6144 and (1) FJ6158 adapters. Width Overall (outside of base plate): 11' 5-5/8"

Compare buying options

Sold by	Details & special offers	Item price	Total price
Mobile Distributor Supply	Free delivery 30-day returns	\$11,599.99	\$11,599.99 Visit site

Related items

 \$82.99 Tell Manufacturing Dc1... (27)	 \$19.99 Wright Products VH44... (14)	 \$15.59 Ideal Security SK80 St... (7)	 \$28.58 Touch 'n Hold Smooth ...	 \$63.58 Universal Hardware U... (2)
--	--	---	--	---



What are you looking for?



~~\$12,999.00~~ **\$12,015.00**

(You save \$984.00)

FREE SHIPPING

★ ★ ★ ★ ★ (No reviews yet)

[Write a Review](#)

Starting at \$417/mo with [Prequalify now](#)

SKU: F12N303BL

Availability: Estimated to ship in 4-5 weeks

Product Manual/Brochure: [Download](#)

Color: Blue

Blue

Overall Height Options: 143"

143"

Select Delivery Options: Required

- I have a forklift for unloading
- Drop-off at local freight terminal

- 1 +

ADD TO CART



DESCRIPTION

SPECIFICATIONS

F12 Two-Post Lift Features:

Forward's F12 two-post lift is gold certified with a 12,000 pound capacity for raising most passenger cars, trucks, and vans. With two heavy-duty push hydraulic cylinders designed to increase lift performance and minimize down-time. Cylinders are located in each column concealed within the carriage itself. Durable powder coat finish provides exceptional protection from the wears a shop will see over the years. Forward's spring operated arm restraints are just one feature that keep these heavy duty lift arms constantly performing at their peak performance.

Additional Features:

- Hydraulic cylinders in each column
- Full Stroke
- Cylinder rod concealed inside carriage
- 72-1/2" Rise | 77-1/2" Rise (With 5" adapter extensions)
- 2 Stage Arm Design
- Overhead cable equalization
- Single Point lock release
- Large rubber-padded swivel adapter with extra height extensions (3 5" and 5") are stand
- Spring operated arm restraints, disengage at floor level



Specifications	F12
Capacity	12,000 lbs. (5443kg)
Maximum Rise	77-1/2" (1968mm) With 5" adapter extension
Adjustable Overall Height Options	166" (4216mm) Standard Height (F12N300) 178" (4521mm) Extended Max. Height (F12N301) 154" (3912mm) (F12N302) 143" (3632mm) (F12N303)
Overall Width	140" or optional 146" (3556 / 3708mm)
Drive Through Clearance	102-3/4" or optional 108-3/4" (2609 / 2762mm)
Overhead Switch Height Options	160-1/8" (4067mm) Standard 172-1/8" (4524mm) Extended 148-1/8" (3762mm) 137-1/8" (3483mm)
Front Arm Reach (Min./Max.)	35" / 54" (889 / 1372mm)
Rear Arm Reach (Min./Max.)	35" / 54" (889 / 1372mm)
Min./Max Adapter Height	4-3/4" (120) w/ no adapter extension 9-3/4" (248mm) w/ 5" adapter extension
Width Inside Column	120-7/8" (3070mm) Adjustable 114-7/8" (2918) Standard
Voltage/Amps	208/230, 12 amps; 208/230, 16 amps
Motor/Phase**	1ph*/2HP/50Hz; 1ph*/2HP/60Hz
Ceiling Height Required	168" (4267mm)

Specifications subject to change without notice or liability

*Optional 3-phase available at additional cost

RELATED PRODUCTS

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Legal Department/Planning Department	
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:

Redevelopment Agreement and Redevelopment Promissory Note with Cardinal Commons I, LLC

SYNOPSIS/BACKGROUND:

This Redevelopment Agreement and Redevelopment Promissory Note allows up to \$280,000.00 plus accrued interest, to offset Tax Increment Financing eligible expenses for redevelopment of vacant property at the general location of 13th and Kasper Streets. Cardinal Commons I, LLC is the entity formed by Excel Development Group to own the property. The redevelopment project will be for the purpose of an affordable senior housing project. It will have 31 duplexes consisting of 62 units of affordable senior housing as well as a community building.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Redevelopment Agreement and Redevelopment Promissory Note with Cardinal Commons I, LLC

ATTACHMENTS:

1. <input type="text" value="Redevelopment Agreement"/>	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:

Simon P. Miller

[Signature]

[Signature]

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation ("City"), and Cardinal Commons I, LLC ("Owner").

RECITALS

WHEREAS, on July 19, 2023, by Resolution No. 2023-21 the City Council of the City of Bellevue approved the Redevelopment Plan for the redevelopment of the vacant property of Lots 7 and 8, Old Orchard Place, which was previously designated as blighted and substandard, located on the northeast corner of South 13th Street and Kasper Street in Bellevue, Nebraska ("Redevelopment Plan"), which Redevelopment Plan proposes the construction of eighteen (18) duplexes consisting of thirty-six (36) units of affordable housing, as shown on the final plat attached hereto as Exhibit "A", which is attached hereto and made a part hereof ("Final Plat"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$280,000, 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 at least \$1,700,000 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, 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, 2024.
- 1.2 **"City"** shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the first 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 18-2155, 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, 2025.

- 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 Cardinal Commons I, LLC.
- 1.8 **"Redevelopment Project"** shall mean the Cardinal Commons I project for the redevelopment of the vacant property consisting of a portion of Lots 7 and 8, Old Orchard Place which shall be replatted as Lots 1, 3, and 6 and Outlots B and C, Cardinal Commons Addition in Bellevue, which was previously designated as blighted and substandard, located on the northeast corner of South 13th Street and Kasper Street in Bellevue, Nebraska, as shown on the Final Plat 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, 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.
- 1.10 **"Redevelopment Plan"** shall mean the Redevelopment Plan for redevelopment of the vacant property consisting of a portion of Lots 7 and 8, Old Orchard Place which shall be replatted as Lots 1, 3, and 6 and Outlots B and C, Cardinal Commons Addition in Bellevue, which was previously designated as blighted and substandard, located on the northeast corner of South 13th Street and Kasper Street in Bellevue, Nebraska, which Redevelopment Plan proposes the construction of eighteen (18) duplexes consisting of thirty-six (36) units of affordable housing, as approved by the City Council of the City of Bellevue on July 18, 2023, by Resolution No. 2023-21.
- 1.11 **"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 \$280,000 (which shall bear interest as the rate of 6.50% per annum), which Redevelopment Loan Proceeds shall be considered advanced and the resulting grant made upon submission of evidence to the City of Bellevue that the Owner has expended funds to pay eligible costs from time to time.
- 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. The 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. The 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 the 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 Redevelopment Loan proceeds to the Owner from time to time upon submission of evidence to the City of Bellevue that the Owner has expended funds to pay costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, the actual amount of 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.
- 2.7 Execute such documents as may be reasonably necessary to effectuate the City's obligations under this Agreement.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 Complete the Redevelopment Project on or before December 31, 2025. In the event the Redevelopment Project cannot be completed on or before December 31, 2025, the Owner may submit a request, in writing, for an extension of the completion date. The request must be submitted no less than three (3) months prior to the completion date set forth herein. The request may be acknowledged and approved by the Planning Director.
- 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 \$280,000, 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 sixty (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 6.50% 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. The Redevelopment Loan Proceeds shall be considered advanced under the terms of the Redevelopment Promissory Note from time to time upon submission of evidence to the City of expenditure by the Owner on eligible costs, and approval by the City of such costs.

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 the Owner, to any relevant financial records pertaining to the Redevelopment Project.

3.5 Retain copies of all supporting documents (as defined under Section 18-2119(4) of the Nebraska Revised Statutes) that are received or generated by the Owner in relation to the Redevelopment Project or Redevelopment Plan, until the expiration of three (3) years following the end of the last fiscal year in which Excess ad valorem Taxes are divided in relation to the Redevelopment Project and provide such copies to the City upon written request of the Director.

3.6 During the period that the Redevelopment Promissory Note is outstanding:

3.6.1 Not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2024 (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, 2024 (Base Year) plus \$1,350,000 (excess valuation) after substantial completion or occupancy of the Redevelopment Project. This covenant 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;

3.6.2 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;

- 3.6.3 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;
- 3.6.4 Maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;
- 3.6.5 In the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by the Owner's mortgage lender;
- 3.6.6 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 (15th) year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies or taxing jurisdictions; and

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. A copy of the Notice of Redevelopment Agreement shall be delivered to the City within one (1) week of recording. 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.

- 3.7 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 the Owner.
- 3.8 Acquiesce to any and all requests deemed necessary by the City related to compliance with the applicable Nebraska Revised Statutes.
- 3.9 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.
- 3.10 Install and construct all of the public infrastructure improvements required to operate the Redevelopment Project approved by the City Council of the City of Bellevue on July 18, 2023, by Resolution No. 2023-21, in coordination with the Owner's development team, the City of Bellevue Planning Department, 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.
- 3.11 Inform the City, in writing, of any conveyance of the entire Redevelopment Project or Redevelopment Site, which shall include the name and address of the purchaser and contact information for the purchaser's authorized representative.

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 this 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 the City 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 recognize that certain administrative amendments may need to be made to this Agreement to carry out the intent of this Agreement and the Redevelopment Plan. The parties 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:
 - 4.6.1 Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
 - 4.6.2 Those that require the expenditure of \$75,000 or more of City funds above the levels contained in this Agreement;
 - 4.6.3 Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
 - 4.6.4 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, approve, in writing, a collateral assignment of this Agreement and the Redevelopment Promissory Note to the Owner's lender, or the assignment of all rights hereunder to a successor entity owned by or under common control with the 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.
- 4.11 **Force Majeure.** As related only to the project completion date in Section 3.1 of this Agreement, neither the City nor the Owner shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; diseases; pandemics; quarantines; epidemics; acts of government; a state of emergency; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss of malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the affected party shall provide the other party notice of such delay as soon as reasonably practicable following its discovery, and each party shall use its best efforts to mitigate the effects of any such failure or delay.
- 4.12 **Counterparts.** This Agreement may be executed in counterparts, each to be deemed as part of the original.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties 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:

City:

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

City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Owner:

Cardinal Commons I, LLC
Attn: Corey Vandewege
8551 Lexington Avenue
Lincoln, NE 68505

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 September, 2023.

ATTEST

CITY OF BELLEVUE, NEBRASKA

Susan Kluthe
City Clerk

Rusty Hike
Mayor

APPROVED AS TO FORM

City Attorney

Executed this ____ day of September, 2023.

Cardinal Commons I, LLC

BY: _____

NAME: _____

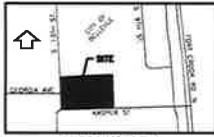
TITLE: _____

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

I, _____, acknowledged the foregoing Redevelopment Agreement before me this ____ day of September, 2023.

Notary Public, State of Nebraska

EXHIBIT A
Final Plat



VICINITY MAP
1"=1000'

LEGAL DESCRIPTION OF FINAL PLAT

A PARCEL OF LAND INCLUDING ALL OF LOTS 7 & 8, OLD ORCHARD PLACE, LOCATED IN THE SE 1/4 OF SEC. 22, T. 14 N., R. 13 E. OF THE 6TH P.M., CITY OF BELLEVUE, SARP COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 7;

THENCE ON THE NORTH LINE OF SAID LOT 7, N87°09'51"E, 894.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALL BEARINGS HEREON ARE RELATIVE THERETO;

THENCE ON THE EAST LINE OF SAID LOTS 7 & 8, S02°07'54"E, 554.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8;

THENCE ON THE SOUTH LINE OF SAID LOT 8, S89°04'24"W, 889.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE ON THE WEST LINE OF SAID LOTS 7 & 8, N02°30'37"W, 539.44 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 467,883 SQUARE FEET OR 11.20 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSMIT OF THE LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

DALE L. LOTH, L.S. #314

FOR REVIEW

OWNERS CERTIFICATION:

WE, THE UNDERSIGNED, EXCEL HOLDINGS, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS **CARDINAL COMMONS ADDITION**, AN ADDITION TO THE CITY OF BELLEVUE, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREON.

LOCATION, USE, AND MATH OF ALL REQUIRED EASEMENTS, PERPETUAL EASEMENTS SHALL BE GRANTED TO OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS THE EASEMENTS SHOWN HEREON. THE SUBDIVISION SHALL COMPLY WITH ALL APPLICABLE METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ADDONS TO ENERGY, INSTALL, OPERATE, MAINTAIN, REPAIR, AND RENEW PARALLELS, HYDRANTS, AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER OIL, THROUGH UNDER, AND ACROSS A TEN (10) FOOT WIDE STRIP OF LAND ADJUTING ALL CLASS-SAC STRIKES. NO PERMANENT BUILDINGS OR SIGNAGE WALLS SHALL BE PLACED IN SAID EASEMENT AREAS, BUT THE SAME MAY BE USED FOR GARDENING, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT IN THE END LATER INTERFERE WITH THE APPROVED OR RIGHTS HEREON GRANTED.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

EXCEL HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
BRETT D. WILLIAMS, PRESIDENT

Curve #	Length	Radius	Data	Chord Direction	Chord Length
C1	15.11	50.50	146.2923°	N43°01'18"E	15.05
C2	32.97	25.00	34.2735°	N49°01'18"W	29.96
C3	17.42	25.00	49.5345°	S26°44'32"W	16.87
C4	18.48	30.00	57.6480°	N05°12'48"W	17.83
C5	24.78	20.00	103.5648°	N43°33'25"E	23.21
C6	19.78	20.00	45.0818°	S50°24'22"E	18.34
C7	15.75	20.00	45.0035°	S24°18'26"E	15.34
C8	28.51	20.00	84.7524°	S42°39'24"W	26.81

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA }
SARPY COUNTY } SS

ON THIS DAY OF 20, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME **BRETT D. WILLIAMS**, PRESIDENT OF EXCEL HOLDINGS, LLC, TO ME PERSONALLY KNOWN TO BE THE LEGAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND HE ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES THE DAY OF 20

COUNTY TREASURER'S CERTIFICATIONS

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

COUNTY TREASURER _____ DATE _____

REVIEW OF SARPY COUNTY ENGINEER/SURVEYOR

THIS PLAT OF **CARDINAL COMMONS ADDITION** WAS REVIEWED BY THE SARPY COUNTY ENGINEER/SURVEYOR'S OFFICE ON THIS DAY OF 20

SARPY COUNTY SURVEYOR/ENGINEER _____

APPROVAL OF THE PLANNING COMMISSION OF BELLEVUE, NEBRASKA

THIS FINAL PLAT OF **CARDINAL COMMONS ADDITION** WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS DAY OF 20

ACCEPTANCE OF THE BELLEVUE CITY COUNCIL

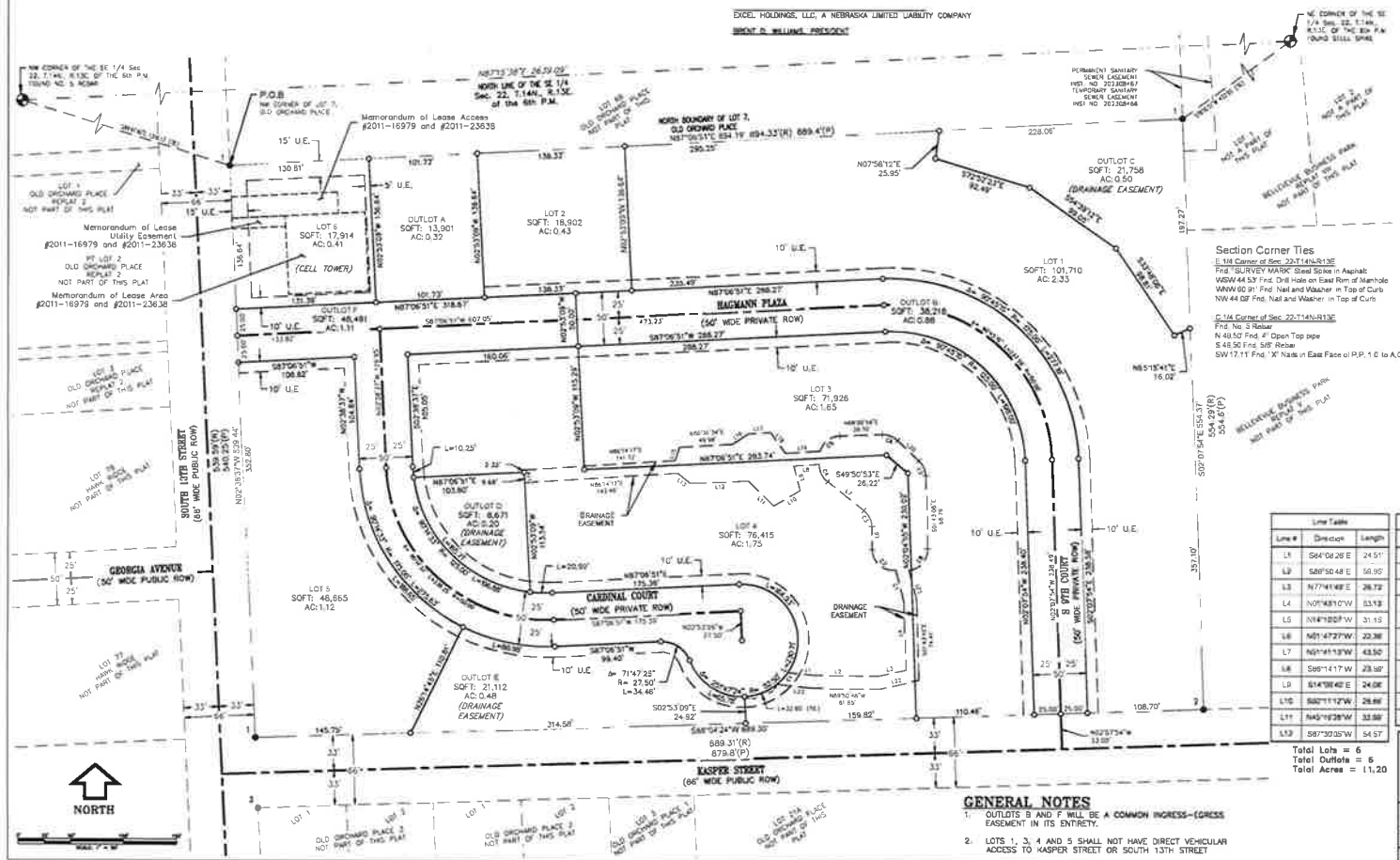
THIS FINAL PLAT OF **CARDINAL COMMONS ADDITION** WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS DAY OF 20, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

WATER _____
ALERTS _____
CITY CLERK _____

MONUMENT SYMBOL LEGEND

- SET (5/4"x4" Bar w/ L.S. 314 Cap)
 - 1 FOUND CAPPED REBAR WITH 1-1/4"
 - PLASTIC CAP STAMPED "LS 478"
 - 3 FOUND 1-1/2" PIPE
 - 3 FOUND 1" PINCHED PIPE
 - U.E. UTILITY EASEMENT
 - (R) RECORD PER LAND SURVEYOR'S CERTIFICATE BY NEBRASKA REGISTERED LAND SURVEYOR #478, DATED 03/29/2007; LEGAL DESCRIPTION LEGAL DESCRIPTION LOTS 7 AND 8, OLD ORCHARD PLACE, AS PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.
 - (P) RECORD PER OLD ORCHARD PLACE
- NOTE: BEARINGS ARE BASED ON THE NORTH LINE OF LOT 7, OLD ORCHARD PLACE.



Line #	Description	Length
L1	S04°00'20"E	24.51
L2	S80°50'48"E	56.95
L3	N77°41'48"E	26.72
L4	N07°48'10"W	53.13
L5	N14°18'20"W	31.15
L6	N01°47'27"W	22.36
L7	N02°41'13"W	43.50
L8	S85°14'17"W	23.89
L9	S14°38'42"E	24.08
L10	S82°11'27"W	26.86
L11	N45°19'29"W	33.50
L12	S87°32'25"W	54.57

Line #	Description	Length
L13	N50°55'16"W	15.25
L14	N02°53'00"W	12.00
L15	N18°36'00"E	12.67
L16	N56°18'21"E	17.13
L17	N86°31'20"E	21.33
L18	S35°55'32"E	23.86
L19	N88°14'17"E	32.87
L20	S46°49'43"E	27.67
L21	S14°10'57"E	26.33
L22	S77°41'42"W	39.01
L23	N84°28'29"W	34.21

Total Lots = 6
Total Outlots = 6
Total Acres = 11.20

GENERAL NOTES

1. OUTLOTS B AND F WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY.
2. LOTS 1, 3, 4 AND 5 SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO KASPER STREET OR SOUTH 13TH STREET

REGA ENGINEERING GROUP, INC.
601 OLD CHENEY RD.
SUITE A
LINCOLN, NE 68512
402-484-7342 OFFICE

REGA ENGINEERING
601 OLD CHENEY RD., SUITE A
LINCOLN, NEBRASKA 68512
TEL: 484-7342

DRAWN BY: DSR CHECKED BY: LLL
SCALE: 1"=50'
DATE: 06/28/2013
JOB NAME: CARDINAL COMMONS
JOB NUMBER: 221054
SHEET 1 OF 1

LOCUS: BELLEVUE, NEBRASKA

- DOWNDRAWN
- PLANNING
- LANDSCAPE
- ARCHITECTURE
- LINE SURVEYING
- BOUNDARY

EXHIBIT B
Redevelopment Promissory Note

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

\$280,000.00

September _____, 2023

FOR VALUE RECEIVED, the undersigned, City of Bellevue, Nebraska ("Borrower") promises to pay to Cardinal Commons I, LLC ("Holder"), whose address is 8551 Lexington Avenue, Lincoln, NE 68505, and/or its assigns, the principal sum of Two Hundred Eighty Thousand and No Dollars (\$280,000.00), as draw from time to time (as Provided in the Redevelopment Agreement), together with interest on the amounts drawn at the rate of Six and 50/100ths percent (6.50%) per annum, from the date or dates such principal is drawn until paid in full.

In the event of default under this Redevelopment Promissory Note, all sums secured by this Redevelopment Promissory Note or any other agreement securing this Redevelopment Promissory Note shall bear interest at a rate equal to six percent (6.50%) above the national prime rate as published by the *Wall Street 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 after all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the Borrower and paid, immediately upon being available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due.

In the event this Redevelopment Promissory 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.

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

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Redevelopment Promissory 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 Redevelopment Promissory 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 Redevelopment Promissory 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.

This Redevelopment Promissory Note shall not be a debt of the City and the City shall not be liable on the bonds or obligations herein, except to the extent authorized by sections 18-2147 to 18-2150 of the Nebraska Revised Statutes, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of said authority acquired for the purposes of the Community Development Law, except to the extent authorized by sections 18-2147 to 18-2150 of the Nebraska Revised Statutes.

Executed this ____ day of September, 2023.

ATTEST

CITY OF BELLEVUE, NEBRASKA

Susan Kluthe
City Clerk

Rusty Hike
Mayor

APPROVED AS TO FORM

City Attorney

EXHIBIT C
Redevelopment Site

A parcel of land being all of Lots 1, 3 and 6 along with Outlot B and Outlot C, Cardinal Commons Addition, located in the SE 1/4 of Sec. 22, T. 14 N., R. 13 E. of the 6th P.M., City of Bellevue, Sarpy County, Nebraska

EXHIBIT D
TIF Eligible Expenses

Item	Cost
Land Acquisition	\$700,000
Site Grading	\$400,000
Storm Sewer	\$100,000
Sanitary Sewer	\$250,000
Paving	\$300,000
Sidewalk	\$50,000
Water	\$150,000
Electricity	\$50,000
Architecture/Engineering	\$131,600
Attorney Fees	\$12,500
TIF Application Fees	\$3,500
Rezoning Fees	\$525
Platting Fees	\$1,690
TOTAL	\$2,149,815
REQUESTING	\$280,000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 5, 2023		SUBMITTED BY: Legal Department/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:

Real Estate Purchase Agreement for property located at 202 E. 13th Ave.

SYNOPSIS/BACKGROUND:

The Public Works Department seeks to purchase the real and personal property located at 202 East 13th Avenue, which surrounds the Bellevue Cemetery on three sides. The purchase will close out the cemetery property and the house will be used as an office for City personnel and storage of necessary cemetery and building maintenance materials.

FISCAL IMPACT: \$230,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Real Estate Purchase Agreement for the purchase of the real and personal property located at 202 East 13th Avenue

ATTACHMENTS:

1. Purchase Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Beatty
[Signature]
[Signature]

REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract. Seek legal advice before signing)

This Real Estate Purchase Agreement (“**Agreement**”) is made by and between the CITY OF BELLEVUE NEBRASKA (“**Buyer**”) and JEANNE M. BODNAR, TRUSTEE OF THE LOUIS G. BODNAR TRUST dated May 22, 2007 as Amended (“**Seller**”) and is effective on the date this Agreement is executed by both parties. Pursuant to the terms and conditions contained herein, it is hereby agreed as follows:

1. **Property Purchased.** Seller agrees to sell and Buyer agrees to purchase the following property:
 - A. **Address:** 202 East 13th Avenue, Bellevue, Nebraska 68005.
 - B. **Legal Description:** All that real estate legally described as “Lot 21& Vacated Hancock Street, Bodnars 1st Addition, as surveyed, platted and recorded in Sarpy County, Nebraska, together with all buildings and improvements situated thereon, including all fixtures and equipment permanently attached thereto (“**Property**”).
 - C. **Personal Property.** The only personal property included in the sale is as follows: ceiling fans, light fixtures, window coverings, washer/dryer, refrigerator, dishwasher, oven, microwave, couch, recliners, kitchen table with chairs, exterior garden hoses with caddies, and basement work table.
2. **Conveyance.** At Closing, Seller agrees to convey the Property by Trustee’s Deed to Buyer, conveying good, valid and marketable title, in fee simple, warranting the Property to be free and clear of all liens, encumbrances, and special taxes levied or assessed, except restrictions, covenants and utility easements now of record.
3. **Consideration.** The Purchase Price of the Property is TWO HUNDRED THIRTY THOUSAND and 00/100 (\$230,000.00) Dollars (“**Purchase Price**”). Buyer shall pay the Purchase Price to Seller on the following terms:
 - A. **Earnest Money Deposit.** The sum of Five Thousand and 00/100 (\$5,000.00) Dollars (“**Deposit**”) is deposited herewith to the Closing Agent to be credited to Buyer at Closing, and to be held in escrow until Closing. In the event this offer is not accepted by Seller within the time specified, or in the event there are any defects in the title which cannot be cured as specified herein, the Deposit shall be refunded to Buyer. In the event of refusal or failure of Buyer to consummate this purchase, and Seller has fulfilled all conditions to closing, the Deposit shall be retained by Seller for Buyer’s failure to carry out the terms and conditions of this Agreement. In the event of a bona fide dispute over return of the Deposit, the Closing Agent may be prevented from releasing the funds to either party, without the signed written consent of both parties or a court order.
 - B. **Balance Due at Closing.** The balance of the Purchase Price in the sum of Two Hundred Twenty-Five Thousand (\$225,000.00) Dollars, shall be paid by Buyer in cash, or certified or cashier’s check, or by wire transfer to the Closing Agent, at time of delivery of deed, no financing required.

4. **Taxes.** All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as current taxes and those taxes shall be pro-rated as of the date of Closing.
5. **Assessments.** Seller agrees to pay all assessments for paving, curb, sidewalk or utilities previously constructed, or now under construction, or ordered or required to be constructed by the public authority but not yet assessed for which there is written notice at time of Closing.
6. **Conveyance of Title.** Seller shall through the Closing Agent furnish a current title insurance commitment to Buyer within Fifteen (15) days from the date of acceptance of this offer, with duplicate copy also furnished to Seller (or Seller's Attorney if so directed by Seller). Buyer shall have the right to disapprove any title condition that materially affects marketability of the title or value of the Property by written notice to Seller within Seven (7) business days after Buyer's receipt of the title commitment. If Seller cannot cure such condition by Date of Closing, Buyer may rescind and terminate this Agreement by written notice to Seller and shall receive a full refund of the Deposit, without interest. The premium for title insurance shall be paid by Buyer and Seller equally.
7. **Survey.** Buyer may obtain a survey or improvement location report of the Property by a registered land surveyor at Buyer's expense. If the survey or improvement location report shows encroachments, boundary or lot line disputes, Buyer may rescind this Agreement and Seller shall refund the Deposit if Seller refuses to correct such encroachments, boundary or lot line disputes. However, if Buyer has not rescinded this Agreement on or before the Closing Date, Buyer shall be deemed to have approved the survey or improvement location report or waived the right to a survey or improvement location report, and in either case waived the right to rescind this Agreement for boundary, lot line or encroachment reasons. Buyer shall provide Seller a copy of such report on or before Closing Date even if this Agreement is rescinded.
- Buyer waives a survey of the property being purchased.
- Buyer elects to have a survey of the property being purchased at its costs.
8. **Failure to Consummate.** Notwithstanding anything to the contrary contained in this Agreement, Buyer and Seller agree that: (a) in the event Buyer refuses or fails to consummate the purchase contemplated by this Agreement after satisfaction of all conditions provided for herein, Seller shall be indemnified and held harmless by Buyer for all fees and costs (except Seller's attorney fees) incurred in this transaction and Seller shall retain the Earnest Money Deposit in full; and (b) in the event Seller refuses or fails to consummate the sale contemplated by this Agreement after satisfaction of all conditions provided for herein, the parties agree and acknowledge that, in addition to any other remedy to which Buyer may be entitled at law or in equity, Buyer shall be entitled to specific performance.
9. **Utilities.** Seller shall maintain all utility accounts in its name to date of Closing and shall pay all charges and delinquent fees for such accounts to date of Closing and hold Buyer harmless therefor.
10. **Risk of Loss.** All risk of loss to the Property shall be borne by Seller until title is conveyed to Buyer at Closing. In the event prior to Closing, the structures on the Property are materially damaged by fire, explosion or any other cause, either party may rescind this Agreement and Buyer shall receive full refund of the Deposit. Seller agrees to maintain in force all usual and customary policy(s) of hazard insurance for the structures on the Property, including but not limited to fire, wind, hail, explosion, water or any other cause at no less than the Purchase Price to date of closing. Buyer agrees

to provide its own hazard insurance at time of Closing.

11. **No Home Association or Sanitary Improvement District.** Seller represents to Buyer that the Property is not a part of any Home Association or any Sanitary Improvement District (SID), and that there are no home association dues or fees assessed by any such organization.
12. **Condition of Property.** No representations have been made by Seller to Buyer concerning the state or conditions of improvements, or their age, or any other matter concerning them. Buyer has not relied on any oral statement or declaration of Seller as an inducement to entering into this Purchase Agreement. Buyer has relied solely on his/her own investigation and inspection of the Property. Purchaser accepts the Property “**AS-IS**”, in its present condition, based solely upon Buyer’s personal inspection and upon Buyer’s actual and direct knowledge of the conditions of the Property. Buyer is not relying on any representation or warranty, express or implied, on the part of Seller or its agents or its lawyers as to its condition.
 - A. **Seller Is A Trust Estate.** Buyer understands the Property is owned by the Louis G. Bodnar Trust Estate, no probate required. Louis G. Bodnar died on June 3, 2023. Buyer understands that due to the fact that Seller is a Trust Estate, under Nebraska law, Seller is exempt from providing any “Seller’s Property Condition Disclosure Statement”, and no such Statement has been provided, and none will be provided by Seller to Buyer.
 - B. **Care of Improvements.** Seller agrees to maintain the Property in its present condition until Closing and to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems, (but not any appliances or other personal property which is a part of this sale) in working condition, until Closing, subject to usual and normal wear and tear and age of such systems and Property.
 - C. **Buyer Waives Termite Inspection.** Due to Buyer’s personal inspection of the Property, Buyer waives the opportunity to conduct a wood destroying insect inspection; and hereby agrees to indemnify and hold Seller harmless for any wood-destroying insects present in the housing or on the Property or any damage done thereto. Such indemnification of Buyer shall survive Closing.
 - D. **Buyer Waives Lead Paint Inspection.** Due to Buyer’s personal inspection of the Property, Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; and hereby agrees to indemnify and hold Seller harmless for any lead-paint and/or lead-based paint hazards present in the housing or on the Property or any damage done thereto. Such indemnification of Buyer shall survive Closing. A Lead-Based Paint Addendum is attached.
 - E. **Buyer Waives All Property Inspections.** Buyer understands it has the right to have an whole-house inspection of the Property, including but not limited to the existence of asbestos, mold, radon, lead or other contaminants, or as to any unsatisfactory condition of the Property including the heating and air conditioning systems, the electrical systems, the sewer and plumbing systems, the water heater, the roof and guttering, the foundation, all windows and doors, and the condition of the entire structure. Due to Buyer’s personal inspection of the Property, Buyer waives the opportunity to conduct any and all such Property inspections; and hereby agrees to indemnify and hold Seller harmless for the existence of asbestos, mold, radon, lead or other contaminants, or as to any unsatisfactory condition of the Property or

any other hazards present in the housing or on the Property or any damage done thereto. Such indemnification of Buyer shall survive the date of Closing.

13. **Smoke Detectors.** Seller agrees to install at its expense smoke detectors required by law.
14. **Closing.** The parties designate Cornhusker Land Title Company of 4091 S. 84th Street, Omaha, Nebraska 68127, telephone number (402) 341-6001 as Closing Agent ("**Closing Agent**") to handle Closing of this transaction. Its charge for closing shall be paid by Buyer and Seller equally.
 - A. **Date.** The Closing Date shall be on or before September 29, 2023 unless otherwise mutually agreed between the parties.
 - B. **Possession.** Seller agrees to deliver possession of the Property to Buyer at Closing.
 - C. **Names For Deeds and Other Instruments.** Buyer directs title to the Property shall be in the following name: **CITY OF BELLEVUE** unless it notifies the Closing Agent at least 120 hours prior to the date of closing of a different nominee.
 - D. **Documentary Tax.** Buyer agrees to pay the Nebraska Documentary Tax due as a result of the sale contemplated by this Agreement.
 - E. **Recording Fees.** All costs of recording the Warranty Deed and any other instrument of conveyance, shall be paid by Seller.
15. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their heirs, successors, agents, legal representatives, and assigns. No failure by Buyer to require the performance of the Seller of any terms and conditions of this Agreement shall in any way effect Buyer's right to enforce such terms or conditions, nor shall any waiver by Buyer of any term or condition be a waiver of any other term or condition of this Agreement.
16. **No Brokers or Agents.** The parties acknowledge there are no real estate agents or brokers involved in this transaction. Each party shall be liable for his/her own attorney fees involved in this transaction. Buyer understands that Lawrence A. Dwyer is the attorney for Seller and does not and cannot represent Buyer in this transaction and his fee shall be paid by Seller outside of closing.
17. **No Mediation or Arbitration.** The parties hereby waive mediation or arbitration as a means to settle any dispute regarding the terms or conditions of this Agreement.
18. **Time of Essence.** Time is of the essence for purposes of this Agreement. Buyer has until 5:00 p.m. September 6, 2023 to accept this offer or the offer is rescinded, cancelled and made null and void.
19. **Integration and Modifications.** This Agreement incorporates all agreements between the parties. Any modifications shall be in writing and signed by the parties.
20. **Survival of Indemnifications.** All indemnifications and hold harmless agreements made in this Agreement by either party to the other party, and visa-versa, shall survive Closing.
21. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska.

BUYER: City of Bellevue
Address: 1500 Wall Street, Bellevue, NE 68005
Phone: (402) _____
Tax ID: _____

Mayor

Attest:

City Clerk: Susan Kluthe

STATE OF NEBRASKA) SS:
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ for and behalf of the City of Bellevue.

Notary Public

SELLER ACCEPTANCE

Seller accepts the foregoing offer to purchase on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth herein.

Dated: _____

SELLER: Jeanne M. Bodnar, Trustee of the Louis G. Bodnar
Trust dated May 22, 2007
Address: 7338 McCoy St. Shawnee, Kansas 66227
Phone: (913) 209-0690
Tax ID: 93-6431729

by: _____
Jeanne M. Bodnar, Trustee

STATE OF _____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Jeanne M. Bodnar Trustee of the Louis G. Bodnar Trust dated May 22, 2007, for and on behalf of such Trust.

Notary Public

REAL ESTATE CERTIFICATION

We, the undersigned Seller and Buyer, involved in this transaction, each certify that the terms of this Purchase Agreement are true to the best of our knowledge and belief and that any other agreement entered into by and any other agreement entered into by any of these parties in connection with this transaction is attached to this Purchase Agreement.

Dated: _____

Buyer: City of Bellevue

Dated: _____

Seller: Jeanne M. Bodnar Trustee of the
Louis G. Bodnar Trust dated May 22, 2007**EARNEST MONEY DEPOSIT RECEIPT**

Received from Buyer the sum of Five Thousand (\$5,000.00) Dollars by check to apply to the Purchase Price of the Property on the terms and conditions as stated in this Agreement. The undersigned agrees to act as Closing Agent for this transaction.

Dated: _____

CLOSING AGENT:

by: _____

Cornhusker Land Title Company
4091 S. 84th St. Omaha, NE 68127
(402) 341-6001**Prepared by:**Lawrence A. Dwyer #11129
10828 Old Mill Rd Suite #6
Omaha, NE 68154
(402) 616-7326
dwyerlaw1000@gmail.com
Attorney for Seller

Sept 1, 2023

Administration

- Review of Google fiber agreement and permitting process.
- BPOA retirement review.
- Discussion with P&I regarding citizen complaint regarding mold issues.
- LB840 meeting with committee to review and approve project request.
- NC3 bi-weekly project meeting.
- Meeting with Bellevue Food Pantry and ENCAP regarding facility.
- Meeting with Legal to review project lease agreements.
- Meeting with developer to discuss potential sites and zoning required.
- Met with HDR to review BU project at Haworth Park.
- Finalized tenant agreement for Longo Drive space with CBRE rep.
- Master Plan discussion for NC3 project.
- United Cities meeting to discuss upcoming legislative session.
- Meeting with Senator Holdcraft to provide input on Bellevue needs.
- Interview candidates for Economic Development position.
- Code Enforcement appeal hearing.
- Meeting with Planning and Public Works to discuss developer concerns.
- Meeting with Streets Dept regarding signage in city.
- Meeting with Cemetery staff to discuss maintenance.
- Meeting with Offutt Commander, Col. Howard to discuss base gate project.
- Discussion with Retail Strategies for future development.
- Design workshop for Prairie Farm master plan.
- Meeting with Cox Government Affairs to discuss Bellevue issues.
- Insurance Committee meeting.
- Meeting with Burlington Capital to update project status.
- Met with Building Maintenance to discuss office spaces.
- Met with developer and Planning/Public Works to discuss Wasterwater issues.

Finance

(See Attached)

Public Works

(See Attached)

Planning

- Conducted a Board of Adjustment meeting
- Participated in the Papio Creek Watershed Partnership plan update listening sessions
- Had a pre-application meeting with a multi-family residential developer
- Participated in a Platteview Road corridor meeting with Sarpy County and neighboring jurisdictions

Permits and Inspections

- 630 inspections performed
- 26 new permits for single-family residential dwellings

Code Enforcement

Calls – 380

Notices – 109

Zoning – 9

Clean Ups – 10

Tree Removal – 0

Certified Notices – 18

Officer Initiated – 64

Towed Vehicles – 1

Red Tags – 3

Police

- 8/01 – Joint Terrorism Task Force Meeting (FBI)
 - City Council meeting / National Night Out
- 8/08 – Agenda Meeting
- 8/15 – National Policing Institute meeting
 - City Council Meeting
- 8/22 – Traffic Safety Committee Meeting
- 8/23 – US Attorney General Merrick Garland Meeting

Library

- The Bellevue Public Library hosted its Second Annual Pollinator event from 10 a.m. to 1 p.m. on Saturday, July 29, in conjunction with the Bellevue Native Plant Society. Those attending learned about pollinators in the natural world and the work being done in the Bellevue community to help pollinators and to build or protect habitat. They also had an opportunity to browse native plants that were for sale and to learn about local organizations involved in related efforts. There were activities for all ages, including crafts, face painting, and waffles. Over 200 persons attended the event, which was held out on the library lawn, despite drizzly weather.
- The 2023 Summer Library Programs wrapped up for the Children and Young Adult age groups on July 31. Lots of great activities happened in the final month, including, the Look Who's Hatching program for children (two of eggs hatched and the chicks were quite a draw for families) through the Nebraska Extension service; the Stomp Chomp Roar event; Kids Yoga; the Omaha Pipes and Drums; and storytimes in English and Spanish with Bellevue educator Piper Porras. For the Young Adults popular events included two Sound Bath sessions with the Omaha Integrative Care group; the Tiny Art Show; the Take to the Sky decorate paper lanterns contest; beginner Virtual Reality sessions; and two food-related activities, Chopped at Home and Teen Nailed It.
- The library hosted a National Night Out event on Tuesday, Aug. 1. Despite colder and more rainy weather than in some previous years, Bellevue Police and Fire departments were represented. In addition, the library partnered with the Sarpy/Cass County Health Department to again hand out child safety bicycle helmets. The Children's Department sponsors this event for the library.
- The Bellevue Public Library Advisory Board met on Wednesday, Aug. 16, for their regular monthly meeting. Among other items, the Board elected officers for 2023-2024. Re-elected as president was Evonne Edgington, and Deb Stortvedt was re-elected as vice president. The Board also reviewed the Strategic Plan generated for the library as part of the last state accreditation round. Due to Covid-19 disruptions and a reorganization by the state of the accreditation process, the Bellevue Public Library will not be involved with re-accreditation until 2026.
- The library hosted Jeff Barnes, Nebraska author and historian, for a special Arrows to Aerospace speaker presentation on Wednesday, Aug. 16. Over 50 persons attended the event at which Barnes shared rarely seen images and seldom heard stories of the unconventional first years of the Nebraska Territory, which in newspapers was referred to as the "Queen of the Prairies." The library received a grant through the Three Rivers Regional Library System to help fund this Humanities Nebraska guest speaker.
- **Fire (See Attached)**

Current Fiscal Year 2022-2023 Financials

The eleven months ending August 2023 (preliminary) still show a favorable variance to budget and favorable spending versus the prior year. We expect to be favorable to the budgeted expenditures due to underspending on capital projects, however, revenues will be lower than budgeted due to using cash instead of new bond proceeds to fund projects. Here is the forecasted performance year-to-date and through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)

	Year-To-Date August 2023			Full Year Forecast		
	Preliminary	Better / (Worse)	Better / (Worse)	FYE 2023 Forecast	FYE 2023 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual			Than Budget
Revenues						
Property Taxes	33,731,767	222,740	3,471,171	33,612,969	33,612,969	0
Sales Taxes	15,974,523	58,898	491,437	17,362,500	17,362,500	0
Occupation/Business Taxes	1,825,143	(127,712)	41,587	1,668,133	1,668,133	0
Other Revenues Including	34,125,988	5,516,317	(14,914,269)	39,400,574	53,844,759	0
Bond Proceeds						
Total Revenues	85,657,421	5,670,243	(10,910,074)	92,044,176	106,488,361	0
Expenditures						
Personnel	36,113,946	1,293,811	(3,341,224)	42,492,020	42,492,020	0
Department Expenditures	21,584,605	2,556,827	(1,482,234)	26,382,094	26,382,094	0
Capital Expenditures	9,032,914	(9,032,914)	5,445,364	26,813,538	30,216,600	0
Other Expenditures Including	4,663,150	233,775	11,257,165	10,397,647	10,397,647	0
Bond Expenditures						
Total Expenditures	71,394,615	(4,948,501)	11,879,071	106,085,299	109,488,361	0
Net Revenues	14,262,806	721,742	968,997	(14,041,123)	(3,000,000)	0

Debt

Pause in debt issuance due to market and spending needs.

Bonded Indebtedness

Preliminary Draft

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-22	\$ 74,605,000	1.50%	\$ 13,195,000	\$ 1,670,000	\$ 59,740,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (980,000)	\$ (260,000)	\$ (4,180,000)	
New Debt Issued	-		\$ -	\$ -		
Ending Bonded Indebtedness at 09-30-23	69,185,000	1.23%	\$ 12,215,000	\$ 1,410,000	\$ 55,560,000	0.98%

2022-2023 [current year] and 2023-2024 (preliminary budget) Projections

**City of Bellevue
Fund Balance Cash Roll-Forward
2023-24 Annual Budget**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Fund Balance (Cash) at 09-30-22	\$ 41,410,223.13	\$ 23,821,655.72	\$ 5,364,877.70	\$ 4,252,534.55	\$ 594,977.16	\$ 204,750.40	\$ 87,908.04	\$ 7,083,519.56
Forecast Revenues	\$ 92,044,176.27	\$ 70,094,154.10	\$ 13,701,922.81	\$ 1,059,111.36	\$ 785,342.16	\$ 1,084,259.43	\$ 108,742.47	\$ 5,210,643.94
Forecast Expenditures	\$ 106,085,299.46	\$ 81,653,148.08	\$ 13,887,698.17	\$ 1,158,887.07	\$ 768,113.55	\$ 1,252,339.20	\$ 74,747.26	\$ 7,290,366.13
<i>Rounding</i>								
Forecast Net increase / (decrease)	\$ (14,041,123.19)	\$ (11,558,993.98)	\$ (185,775.36)	\$ (99,775.71)	\$ 17,228.61	\$ (168,079.77)	\$ 33,995.21	\$ (2,079,722.19)
<i>Rounding</i>								
Forecasted Fund Balance (Cash) at 09-30-23	\$ 27,369,099.94	\$ 12,262,661.74	\$ 5,179,102.34	\$ 4,152,758.84	\$ 612,205.77	\$ 36,670.63	\$ 121,903.25	\$ 5,003,797.37
Budgeted Revenues	\$ 152,630,091.96	\$125,963,130.36	\$ 15,348,489.61	\$ 1,120,900.00	\$ 786,000.00	\$1,046,616.78	\$ 109,361.00	\$ 8,255,594.21
Budgeted Expenditures	\$ 155,630,091.96	\$129,463,130.36	\$ 14,848,489.61	\$ 1,120,900.00	\$ 786,000.00	\$1,046,616.78	\$ 109,361.00	\$ 8,255,594.21
<i>Rounding</i>								
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	\$ (3,500,000.00)	\$ 500,000.00	-	-	-	-	-
<i>Rounding</i>								
Budgeted Fund Balance (Cash) at 09-30-24	\$ 24,369,099.94	\$ 8,762,661.74	\$ 5,679,102.34	\$ 4,152,758.84	\$ 612,205.77	\$ 36,670.63	\$ 121,903.25	\$ 5,003,797.37



Public Works Director's Report July 26, 2023

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration:

- Monitoring Fastwyre Contracts and Permits
- Preparing for NDEE review of MS4 Program
- New Manager of Engineering Position has been filled, John Krager is now on staff.
- Projecting reviewing projects for 2024
- Met with Sarpy County City Partners for Platteview Road Expressway Project.
- Traffic Committee has met to discuss signage issues.

Engineering:

- Various project management projects
 - CDBG Sidewalks project is closing out
 - 2023 Concrete Rehab Project nearing completion
 - Library Rehab. Project ongoing, anticipate completion in Nov 2024
 - 36th Street Bline to Sheridan, is nearing completion
 - Galvin Road Pedestrian Bridge, is closing out
 - Cedar Island Road Asphalt Overlay, is nearing completion
- Planning and P&I plan review as needed
- Multiple overhanging tree limb compliance letters

Parks:

- Working on Work Orders that are submitted
- Closing out summer maintenance
- Tree maintenance in various parks
- Mowing and Park maintenance

Street Maintenance:

- Various ditch repairs and cleanout
- Asphalt patching and concrete cut repairs as needed
- Gearing up for Crack Sealing and preparing equipment
- Grade, rock roads and alleys



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Repairing washouts and ditch repairs
- Weed Control
- Street striping and markings
- Sign and signal repairs
- Cleaning and flushing culverts and storm sewer pipes.

Waste Water:

- Jetting
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections
- Preparing State Reports
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
- Prevent maintenance on vehicles

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance

Building Maintenance:

- Monitor Construction work of the new Library
- Experiencing Air Conditioner maintenance due to hot weather
- Typical maintenance all city facilities



City of Bellevue Fire Department

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

Bellevue Fire Department Council Report

Report Date 8/27/2023

A. General Items:

- QA/QI
- Populating scheduler through end of year with new transfers and promotions
- Sarpy dispatch meeting to discuss any issues.
- Project Austin quarterly meeting next week
- Monthly EMS Bureau meeting
- Two recruits have dropped out of the fire academy.

B. Training:

- Dr. Ernest has been providing physician led training on new guidelines across the shifts.
- New recruits are starting week 4 of their training.
- CPR training
- Gun Shot trauma care.

C. Inspections:

- Plan review Deep Passions Salon & Spa 1025 Galvin Rd.
- Remodel plan review Law Firm 4530 Maass Rd. Ste 102.
- Building final Target 3808 Twin Creek.
- Health care inspection Bellevue Psychiatric.
- Health care inspection Devita Cornhusker Dialysis.
- Remodel plan review Baker's Supermarket 3614 Twin Creek Dr.
- Fire sprinkler plan review 902 Hackberry Ct. Font. Hill Apts.
- Plan review remodel Cigar & Vape Shop 7511 S. 36th St. Bays 8 & 9.





City of Bellevue

Fire Department

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- State daycare inspection Only Quality Kids Daycare.
- Remodel plan review Bellevue Family Eye Care 3503 Samson Way Ste 105 & 106.
- Suppression hood plan review The Alley 601 Chateau Dr.
- Suppression hood plan review Penn Station East Coast Subs 10531 15th St. STE 101.
- Building plan review Warehouse 919 Alberta Ave.
- Building plan review Church 8802 S. 36th ST.
- Fire sprinkler plan review remodel Bellevue Library 2306 Longo Dr.

D. Calls:

Fire – 142

Rescue - 564

E. Ambulance Billing

July 1-30, 2023

\$ 295,088.40 in claims has been sent to health insurance companies (333 insurance claims)
<\$ 134,589.78> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$295,088.40)

=====

\$ 160,498.62 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$117,269.72 deposited into the bank July 1-30, 2023

11,771.22 additional revenue in Credit/Debit card payments were received July 1-30, 2023.

\$129,040.94 TOTAL July 1-30, 2023 rescue fee revenue

Statement Billing:

479 statements were mailed to patients for unpaid account balances

These statements totaled \$ 302,291.57

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 7/24/2023 through 7/30/2023

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

Staffing Report from 7/31/2023 through 8/6/2023

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



City of Bellevue

Fire Department

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Staffing Report from 8/7/2023 through 8/13/2023

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

Staffing Report from 8/14/2023 through 8/20/2023

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



City of Bellevue Fire Department

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Staffing Report from 8/21/2023 through 8/27/2023

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