

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

Tuesday, September 19, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street.
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 August 15, 2023 Tree Board Minutes.
 2. (*) Acknowledge receipt of the August 24, 2023 Planning Commission Minutes.
 3. (*) Approval of the September 5, 2023 Board of Equalization Minutes.
 4. (*) Approval of the September 5, 2023 City Council Minutes.
 5. +++ (*) Approval of the September 12, 2023 Special City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Presentation on the 2023 2nd Quarter Report with Grow Sarpy. (Mike Rooks)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill (Budget Task Force/Finance Director)
 1. Resolution No. 2023-24: A resolution to set the 2023-2024 property tax request. (Finance Director)
 2. Approve an additional 1% in the base of restricted funds. (Finance Director)
 3. Approve Ordinance No. 4127 and adopt the 2023-2024 Fiscal Year Budget. (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.
 2. Request to final plat Lot 1, Gregg Road Subdivision.
 - 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.
12. ORDINANCES FOR PUBLIC HEARING (2nd 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. Ordinance 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 Rospieski. 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)

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition being a replant of Lots 7 and 8, Old Orchard Place and approval of the Cardinal Commons Addition Subdivision Agreement and authorize the Mayor to sign. Applicant: Excel Development Group. General Location: South 13th Street and Kasper Street. (Planning Director)

15. RESOLUTIONS:

a. Resolution No. 2023-28: Request to approve park expenditure for Sanitary and Improvement District No. 334 (Falcon Point) for a basketball court, pickleball court, along with connecting trail, in an amount not to exceed \$160,980.00. (Planning Director)

16. CURRENT BUSINESS:

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

b. Approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY23/24, in an amount not to exceed \$22,500.00. (Finance Director/Risk Manager)

c. Accept proposal from FNIC for the 2023-24 Property & Casualty Insurance Renewal, with a total annual premium of \$749,379.00. (Finance Director/Risk Manager)

d. Approve and authorize the Mayor to sign the Agreement with All-Purpose Construction for the streets north shop odorant building renovation - Phase 2, in an amount not to exceed \$413,000.00, plus a 10% contingency of \$41,300.00 for a total project cost of \$454,740.00. (Public Works Director)

e. +++ Approve and authorize the Mayor to sign the License Agreement with Google Fiber NE, LLC for installation of network facilities in public right-of-way. (Legal/Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports [\(September report will be attached to October 3, 2023 packet\)](#)

18. CLOSED SESSION:

19. ADJOURNMENT

*5b1.
9/19/2023



City of Bellevue
August 15, 2023. Tree Board meeting minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Deborah Woracek, Nancy Scott, and Scott Evans attended in person; Craig Kimball was excused. Dave Goedeken, the Public Works Director for Bellevue also attended part of the meeting.

Jo reminded all to turn their volunteer time and mileage to Deborah. Deborah passed around a hard copy of the hours she had at the time of the meeting.

It was moved and seconded by Tom Mruz and Nancy Scott to approve the minutes of the June 13, 2023, meeting. All present approved. **Deborah will email a copy of the minutes to the City of Bellevue to file in the records.**

Parks Report – Jim reported to Jo that trimming of trees is being done for Blackhawk, Everett, and Danielle parks. The usual mowing is occurring as well as spot spraying for knotweed and the invasive thistle. Dave updated the Board about the MUD sewer work to be done at Banner Park in the coming weeks. He brought up that the Robyn Drive, street trees will need to be trimmed overhead before the work. **Dave will be coordinating the effort to get the word out beforehand.**

Tree watering has not been as urgent due to the recent rains. Jo has checked the new trees at Baldwin and reported that 2 appear to be dead. **She also needs to check the trees at Willow Springs.** Tom said he has watered the tree that was planted at Forest Station Elementary School. **He will check it again.**

Old Business

Bellevue 411 articles – **Jo will email Scott Evans about any articles he may have written recently for Bellevue 411.**

Grants - No word from the State about the grant that was applied for this year. Dave was asked about getting the Tree Plotter software for our use. He is seeing where it will fit into the budget. **He asked Jo to resend the email with the cost of the program.**

Tree inventory work will continue soon. Jo will inventory Sun Valley, Willow Springs, Blackhawk, 36th St, and Falkland parks when time allows.

Winter Projects ideas/ needs – It was agreed that renewing the mulch on recently planted trees would be a good project. It is particularly needed in Baldwin and Willow Springs parks. A discussion followed about how much mulch would be needed and where to obtain it. **Dave will ask if the city has extra mulch we could use.** It was decided to tentatively set the date as October 7th for this project. Reviewing our monthly timeline of Tree Board duties was also suggested as a possible winter project.

Potential Board members - Deborah reported that she contacted the Nebraska Master Naturalists and requested that an appeal be sent to local members. She reported that she has not had any replies to the request. **Don will check the list of current registered Bellevue arborists for potential Board members.**

New Business

Arrows to Aerospace Parade will be held on Saturday, August 19th. **Members are to meet on Lincoln Road at 9:45 if they can march in it with Green Bellevue.**

Don said that 2 memorial trees will be planted at Mason Park. They will be apple trees (of different species to facilitate pollination). **He will obtain them from either Canoyer Garden Center or Papio Valley Nursery. September 30th is set for the planting.**

Don complimented Nancy on the pollinator garden she planted at the Indian Center.

Jo has been checking for thistle in the 911 garden at American Heroes Park.

Tom asked if we need to purchase more herbicide chemicals as his supply is getting low. A discussion followed about the various methods and the amount of chemicals needed. It was decided to look for an alternative smaller supply of chemicals that can be used. Nancy has been using some of our chemicals at the Raingarden by Culver's. Dave asked if she would show the city workers what and how to spray. She agreed to do so. The city would supply the chemicals needed.

The monthly timeline with duties was read by Deborah and the Board is following the current suggested timeline.

There being no further business, Nancy and Tom moved and seconded that we adjourn the meeting. All present approved.

Respectfully submitted,

Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for our next meeting to be held on Sept. 12, 2023 at 9am

Attendance

Volunteer Hours

Approve Minutes of August 15, 2023 meeting

Park Report – Jim or Dave

Old Business

 Bellevue 411 – articles

Winter Projects

 Workdays in parks

New Business

Tree City USA Celebration Sept.29 in Gretna

Natural Legacy Conference Oct.3-5 in Norfolk

Candidates for Board members

Tree inventory updates

Monthly timeline with duties

MINUTE RECORD

Bellevue Planning Commission Meeting, August 24, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 24, 2023 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Sims, Taylor-Jones, Aerni, Ackley, Lasenburg, Bennett, and Perrin. Absent was Commissioner Jacobson. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Sarpy County 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.

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 Bennett, to approve the minutes of the August 7, 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 Ackley, seconded by Taylor-Jones, 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.

The following items were on the Consent Agenda:

2.a. Request to final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition being a replat of Lots 7 and 8, Old Orchard Place, and approval of the Cardinal Commons Subdivision Agreement. Applicant: Excel Development Group. General location: S. 13th Street and Kasper Street. Case #: S-2306-10

2.b. Request to rezone Lot 144, Nob Hill, from BG to RS-84 for the purpose of an existing single-family residence. Applicant: David and Debora Rospierski. Location: 610 Nob Hill Terrace. Case #: Z-2307-15.

Motion was made by Ackley, seconded by Lasenburg, to Approve the Consent Agenda items as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Consent Agenda Items 2.a. and 2.b. will proceed to City Council for PUBLIC HEARING ON September 19, 2023.

PUBLIC HEARING was held on a request for site plan approval for Lot 1, Kennedy Town Center Replat Eight being a replat of Lot 75, Kennedy Town Center, and Lots 5 and 6, Kennedy Town Center Replat Three; and small subdivision plat Lots 1 and 2, and Outlot A, Kennedy Town Center Replat Eight. Applicant: Parviz Atamov. General location: W. Chandler Rd. and S. 22nd Street. Case #'s: Z-2307-14 and S-2307-13.

Aerni asked staff for updates. Palm stated the applicant is requesting a continuance to the September 28, 2023, Planning Commission meeting. She said the applicant and his engineer need additional time to address some technical revisions.

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

MOTION was made by Bennett, seconded by Taylor-Jones, to CONTINUE a request for site plan approval for Lot 1, Kennedy Town Center Replat Eight being a replat of Lot 75, Kennedy Town Center, and Lots 5 and 6, Kennedy Town Center Replat Three; and small subdivision plat Lots 1 and 2, and Outlot A, Kennedy Town Center Replat Eight. Applicant: Parviz Atamov. General location: W. Chandler Rd. and S. 22nd Street. Case #'s: Z-2307-14 and S-2307-13. CONTINUANCE to the September 28, 2023 Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 24, 2023, Page 2

PUBLIC HEARING was held on a 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 W. 19th Avenue. Case #: Z-2210-12.

Aerni asked staff for updates. Palm stated there were no updates but gave a summary of the request. Palm stated this property is currently zoned RG-8 (General Residential) which allows high density multi-family residential. She said the applicant is requesting RG-8-PS (General Residential – Planned Subdivision). The -PS overlay allows some flexibility with having multiple buildings on one lot as well as dealing with topography and the uniqueness of the property. She said the request is for 168 apartment units in four buildings. Palm stated historically this site was known as the College Apartments that had buildings constructed in the 1900's. Those buildings were recently demolished, and the property is presently vacant. She said in addition to tonight's request the applicant had TIF (Tax Increment Financing) approved by the City Council last year. Palm stated staff reviewed items such as proposed infrastructure and drainage. Because this is a difficult property to develop, she said not only did the City of Bellevue engineers review this plan, but they also contracted with JEO Consulting Group to ensure the drainage plan was in conformance with the city's code and regulations. Palm stated the Comprehensive Plan designates this area as multi-family residential, so the request is also in conformance with that plan. She said for those reasons staff is recommending approval of this request.

Andrew Koster with TD2, 10836 Old Mill Rd., Omaha, NE was present on behalf of the applicant. He stated the site drains from north to south and it is understood that the site sits above quite a few residential properties. He stated the goal was to manage the storm water run-off on the site in the best way possible. Koster stated the storm sewer and detention basin on the south side of the property was over designed to avoid any downstream issues for the homes that surround this property.

Karen McAndrew, 410 W. 20th Avenue, Bellevue, NE stated this project has a huge problem with density of people and cars. She said Elevate Lofts is asking to build four buildings that will be comprised of 168 units. McAndrew stated to reach 168 units these buildings will need to be three to four stories. She said she believes two-thirds to three-quarters of the units will be rented by a single parent with two children and one car, which accounts for many additional cars and children walking in the neighborhood. She stated no matter which school the children would attend; they are all within walking distance, and the sidewalks throughout the neighborhood are intermittent so these children will end up walking in the streets putting themselves and motorists in danger. McAndrew stated trying to get out of this residential area and on to an arterial road to get to work will be a nightmare. She said every weekday morning will be the equivalent of leaving a football game, airshow, or a parade. McAndrew said the staff report mentions amenities such as a lounge, fitness room, pool, outdoor grills and possibly a dog run but none of those amenities are on the site plan. She questioned where all of these children will play. She said if you don't have a play area be prepared for your building to take the brunt of these children's activities. McAndrew stated these children may play in the storm water basin which is full of green algae, and who knows what bacteria. She said she urges all members of the Planning Commission to visit the site and see exactly what the area looks like.

Karen Albers, 1807 Madison St., Bellevue, NE stated the neighbors would like to see a traffic study done for this project. She said there is a concern regarding the light and noise pollution from the project's parking lots proposed to be along the neighbors' rear yards. Albers stated there are many code violations on this property. She said Mr. Panebianco has gone above and beyond to prove that he is not a good property manager and continues to neglect the property. Albers stated she realized the project will be going forward but neighbors want to be sure it is a manageable size for the neighborhood.

Buddy Whited, 1905 Madison St., Bellevue, NE stated his concern was with the number of units. He said he has two little boys and understands how much energy they have and what they need to do to wear off that energy. Whited said there is not enough space for the children to play. He said the park in the area is useful, but sidewalks are not always available for them to safely walk in the neighborhood. Whited said he sees children walking in the street on his way to work every morning.

Claudia Swarting, 1808 Madison St., Bellevue, NE stated before this project is approved, we would appreciate a traffic study done in the winter months so you can see what the neighborhood deals with.

Tyler Mueller, 406 W. 20th Ave., Bellevue, NE stated his parents live at 406 W. 20th Avenue and he grew up in the area. He said because the hill on Wayne Street is steep there are scooters, bikes and a lot of traffic making it unsafe. Mueller stated his dad wanted to add his concerns regarding the drainage in the area.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 24, 2023, Page 3

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

Palm stated she would address some of the questions and concerns. She stated currently this lot is zoned RG-8, which is designed to allow for very high-density, multi-story apartment development and other uses that are typical and compatible in the operation of apartment houses. Palm said the property has over 182,000 square feet, which in the RG-8 zone allows for a multi-family dwelling unit per every 800 square feet of lot area. Based on the lot area, they could have 219 units under the current zoning. Palm stated the city's Fire Inspector reviewed the plan, and Fire Code allows for one access point for the number of units being proposed. She said the application was also routed to the Bellevue Public Schools and they did not comment but are aware of the potential students this development could bring. Palm stated with regards to the concerns about light pollution, the developer must provide downcast lighting. She said the lighting will be reviewed as part of the building permit process. Palm stated the parking against neighbors' back yards was also taken into consideration, so the applicant has increased the amount of shrubbery and trees along that area that abuts the neighboring property, which is more than what the code requires. Palm said the site does drain from north to south and the city's engineers and JEO are comfortable with the drainage and run-off plan. She said as far as the code violations on the property she cannot speak to those so the applicant or the property owner can address those concerns. Palm stated this will be a mix of studio, one-, and two-bedroom units so these are things taken into consideration when the engineering department decides to require a traffic study. She said they consider density, the existing street layout, collector streets, and arterial roads and they felt comfortable with the density and access being proposed.

Larry Smith, Avant Architects, 8340 W. Dodge Rd., Ste. 200, Omaha, NE was present on behalf of the applicant. Smith stated of the 168 units, 22 of them are loft units approximately 650 square feet, 132 are one-bedroom units approximately 650 to 700 square feet, and 14 two-bedroom units.

Koster stated he understands there have been drainage issues in the past, but the current drainage plan with the concrete parking lot, detention basins and storm sewers will capture 90% of the run-off on the site which will actually improve drainage to the neighboring properties. He said the detention basin is designed to be a dry basin so there should not be any algae or ponding.

Andrew Panebianco, 1910 S. 44th St., Omaha, NE, stated one of the code violations on the property was a tree that needed to be removed, but before they could get bids to remove it the city had it removed. He said they want to be a good neighbor and the goal is to improve the property as well as the drainage. Panebianco stated they have worked very hard to ensure there are things in place that are not required but are going to be better for the neighborhood. He said there will be additional bushes, and a fence surrounding the property and a larger buffer on the back of the lot. Panebianco stated this project is geared toward young professionals and will fill a need for housing in Bellevue.

Hankins asked to see the site plan for the proposed sidewalks. Palm stated there are interior sidewalks and a sidewalk along West 19th Avenue that will connect to Wayne Street. Discussion ensued regarding city regulations for sidewalks. Hankins questioned how many units were on the property previously. Palm stated there were three buildings and 42 units per the Sarpy County Assessor's information.

Lasenburg questioned if the homeowners have been contacted regarding the need to connect the sewer between existing homes. Koster said there is a permanent and temporary easement in place from the homeowner whose lot they intend to bore through. He stated he has also talked to the other owner Mr. Mueller to go through the process and answer his questions.

Ackley asked staff to explain to the public when the city does or does not require an on-site park or playground. Palm stated there are no specific park or playground requirements for multi-family developments. She said typically that is left up to the developer to provide what they believe will be necessary to serve the development. Palm stated in this case they are proposing a fitness room, and lounge or gathering room. She said in cases of three- and four-bedroom apartments that are more geared for families, the developers have provided playgrounds on site. She said items mentioned such as a pool, outdoor grill, and dog run are not shown on the site plan so those items will not be required at this time. Discussion ensued regarding requirements for sidewalks throughout the city. Ackley asked if there was a plan for snow removal on the site. Koster stated the basin would probably be the best place for the snow, but they had not given that a lot of thought.

Lasenburg questioned what if any precautions have been taken to ensure proper drainage. Koster stated the basin is designed to contain a 100-year storm. He said they have also designed an overflow spillway on the west end of the property so run-off would overflow there instead of the south end near

MINUTE RECORD

Bellevue Planning Commission Meeting, August 24, 2023, Page 4.

the adjacent homes. Palm stated the city is part of the Papio Watershed, so any development that is proposed has the same regulations. The developer cannot negatively impact the neighbors. She said the neighbors take on a certain amount of water now and this development cannot negatively impact what is happening at this time. Palm stated the basin must capture the first half inch of rain and the basin must slowly release it over a 24-hour period.

Taylor-Jones questioned where the lounge and fitness rooms would be housed. Palm stated those would be part of one of the proposed buildings.

Sims asked staff if the rezoning is approved does the applicant have to come back to the Planning Commission for site plan approval. Palm stated this is the site plan approval. Discussion ensued regarding approval of the site plan.

Aerni asked staff how many parking stalls are required. Palm stated the Zoning Ordinance requires two stalls per unit but with this site plan there is some flexibility to approve the applicant's request of one and a half per unit. She said typically if this was all three- or four-bedroom units, the one and half stalls per unit would not be acceptable to staff. Aerni asked Ms. Albers if the tax lot behind her house belonged to her or the developer. Albers stated that was an addition to her property. Aerni stated so not only do you have the 30-foot buffer from the developer you also have an extra 20-foot buffer and because of that additional buffer he was not as concerned about the light pollution.

Ackley stated the three items of concern are: 1) safety of children, 2) traffic, and 3) drainage. He said based on the units there will be minimal children living in this development and the city engineers have studied the traffic impact and decided there was no need for a traffic study. Ackley stated with the drainage he feels confident with the proposed engineering the drainage problem should improve. He said per the Zoning Ordinance, the Commissioners' job is to approve the request based upon the application and current regulations. Ackley stated the neighbors can bring their concerns to the City Council regarding the traffic study.

MOTION was made by Hankins, seconded by Lasenburg, to recommend APPROVAL of a 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 W. 19th Avenue. Case #: Z-2210-12. APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal 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 19, 2023.

Meeting adjourned at 6:56 p.m.



Dianna Van Horn
Planning Secretary

BOARD OF EQUALIZATION MINUTE RECORD

*5b3.
9/19/2023

Board of Equalization Meeting, September 5, 2023

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 5th day of September, 2023. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Thomas Burns.

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

Open Meetings Act

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

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2023-0801-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, and/or general clean up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Casey, seconded by Welch, to approve BOE Resolution No. 2023-0905-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, and/or general clean up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

Adjournment

There being no further business to come before the Board, on motion made by Cook, seconded by Preister at 5:03 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 5, 2023; that all 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

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, September 5, 2023

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

Bellevue City Council Meeting, September 5, 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 5th day of September 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 Lucas Carlos, Troop 464, Twin Ridge Elementary School, to lead in the Pledge of Allegiance. Reverend Scott Beckenhauer, 10100 Cedar Island Road, 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: Acknowledge receipt of the June 13, 2023 Tree Board Minutes; Acknowledge receipt of the August 7, 2023 Planning Commission Minutes; Approval of the August 15, 2023 City Council Minutes; Acknowledge receipt of the August 16, 2023 Board of Adjustment Minutes; Approval of Claims; Recommend the reappointment of Terry Veylupek to the Building Board of Reviews to serve a 5-year term, ending July 2028; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; and Recommendation to approve the Special Fireworks Application for Midwest Fireworks to provide a special firework display for the Bellevue East High School Homecoming on September 14, 2023, 1401 High School Drive, at approximately 10:00 p.m.

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:

Judith Mansisidor - Safe Haven Baby Box Plan, provided a presentation regarding Safe Haven Box Plan. Discussion followed.

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

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill. (Budget Task Force/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 was read for the second time and a public hearing was held.

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

Mr. Rich Severson, Finance Director, thanked the Budget Task Force for input on the budget.

MINUTE RECORD

Bellevue City Council Meeting, September 5, 2023, Page 2

Mr. Severson provided a presentation of the budget. He stated the finance documents, and the budget can be found on the city's website. He explained in the 2023/2024 budget there are some increases. He provided information on the increases. He advised over the last year there has been over a 13% increase in inflation. He feels the city has done what it could to keep operational costs down. The big increase in the budget is in capital expenditure. He explained total expenditures with the 140% capital expenditure increase went up 42% and the revenues went up 43%.

Mayor Hike commented on the capital expenditures. He explained there are numerous infrastructure projects the city has put off for years which need to be addressed. There is \$2,000,000 sewer project being built by Sarpy County which is a joint venture by all the cities in the county. The sewer expansion will open up Highway 34 for developers, which is an economic investment. Mayor Hike mentioned many projects in the city and the cost to the projects.

Councilman Cook commented there are many big dollar projects that need to get done. He thanked Mr. Severson and his staff for their help.

Mayor Hike mentioned projects south of the base, along Highway 34 Corridor, are anywhere from \$1 to \$2 billion dollars of new development for the City of Bellevue. This is almost 40% of the existing valuation and could help with the tax base.

Councilman Preister requested clarity on how the Parks Master Plan and parks across the city fit into the budget. He questioned how the new positions for a landscape architect and communications person will also fit in.

Mayor Hike explained there is \$1.4 million dedicated to American Heroes Park and \$2.1 million for the additional parks.

Mr. Jim Ristow, City Administrator, advised the two additional hires Councilman Preister mentioned have not been added to the budget. He explained there will be improvements to American Heroes Park, a restroom will be added to Stonecroft, and playground equipment replaced in other parks. Some of the items have been identified in the Parks Master Plan, but not all has been placed in the budget. The most significant issues for parks are being addressed, such as the start of an amphitheater in American Heroes Park. Conversation ensued on the parks with the greatest need for improvements.

Councilman Preister stated he would like to see Community Betterment money used for parks. Discussion followed.

Mr. Nick Gregor, 8104 South 41st Street, mentioned he is excited about the sewer expansion plan. He questioned if there are opportunities for corporate partnerships with local community partners for flagship parks.

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 19, 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)

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 was read for the second time and a public hearing was held.

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

Mr. Kyle Voll, E & A Consulting Group, 10909 Mill Valley Road, was present on behalf of the applicant. He stated the development is 9.4 acres located on the Northwest corner of Highway 75 and Gregg Road off of Cornhusker. The proposal is for 156 apartment units with 315 parking stalls. There are six buildings, with one of the buildings including the club house. There is surface parking and detached garages. There are one, two, and three-bedroom units. The site flows from west to east. There is a detention basin in the northeast corner. This provides 210 and a 100-year water detention before discharging into the state right-of-way. Construction schedule will include grading beginning in 2024. This is a \$26-\$28-million-dollar investment.

Councilwoman Welch questioned how the apartment complex will be accessed. Mr. Voll mentioned the main access will be off the north side of Cornhusker off Gregg Road.

Councilwoman Welch questioned what the rent will be. Mr. Voll responded market rate rents.

Mr. Willie Douglas, 21008 Cumberland Drive, Elkhorn, explained Lund Company will manage the complex. The rent will be market rents, which is approximately \$1.35-\$1.40 a square foot.

MINUTE RECORD

Bellevue City Council Meeting, September 5, 2023, Page 3

Councilwoman Welch questioned what the approximate square footage of the units are. Mr. Douglas advised the one units are approximately 750-850 square feet, the two bedrooms approximately 1000-1200 square feet, and the three bedroom approximately 1400 square feet.

Councilwoman Welch questioned Mr. Douglas if he knows what the vacancy rate for apartments is. Mr. Douglas replied around three percent.

Councilman Preister questioned if there is an option on the north side of the property to exit onto 25th Street. He feels there will be congestion on Cornhusker and 25th Street at peak times. Mr. Voll stated there is a common misconception that apartments are a huge driver of traffic. He mentioned traffic leaves two to three times a day, apartments are not traffic generators like commercial properties are. Discussion followed.

Councilman Preister requested clarification from the Planning Department on how traffic congestion can be eliminated at the peak times. Mrs. Angela Curry, Assistant Planning Manager, stated the traffic concerns were reviewed by Public Works. She agreed with Mr. Voll commercial businesses do generate more traffic than multifamily development.

Councilman Preister mentioned he has concerns with traffic at the peak times. He questioned Public Works how the traffic load and congestion can be reduced.

Mr. Dave Goedeken, Public Works Director, pointed out there are three access points to the development. The access points are 21st Street, 23rd Street, and 25th Street on Gregg Road. There are two north/south streets and one east/west street. Mr. Goedeken mentioned the city is looking at a future project of improving Cornhusker Road from 36th Street to Fort Crook Road. At some point improvements along 25th Street will need to be considered.

Councilman Casey inquired why a traffic study was not done. He has concerns with traffic congestions on Cornhusker Road.

Mayor Hike mentioned the issue is more along Cornhusker Road than the access points to the apartments.

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 19, 2023.

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

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

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 was read for the second time and a public hearing was held.

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

Mr. Connor Menard, Excel Development Group, 8551 Lexington Avenue, Lincoln, mentioned the plan is for 62 units of affordable senior housing. The first phase includes 18 duplexes/36 units and the second phase 13 duplexes/26 units. He explained a major part of the funding was affordable housing tax credits.

Councilwoman Welch requested details on the units. Mr. Menard stated these are two bedroom/one bath with a single car garage. The units have no basements and are roughly 1,300 square feet, rent will be around \$700 to \$1300 a month. Councilwoman Welch questioned if the applicants would have qualify. Mr. Menard mentioned 80% of the units will be income restricted. Councilwoman Welch questioned if there is an age requirement. Mr. Menard stated at least one of the occupants would need to be 55 or over, these units are for senior citizens.

Councilman Preister mentioned there are two roads. He questioned if they are both private roads. Mr. Menard stated they are both private, including the infrastructure.

Councilwoman Welch inquired when the project will intend to be started. Mr. Menard stated he hopes to close on the property at the end of the month and begin grading in October.

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

MINUTE RECORD

Bellevue City Council Meeting, September 5, 2023, Page 4

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 19, 2023.

ORDINANCES FOR INTRODUCTION (First Reading):

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

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 was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 19, 2023.

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

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 and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 19, 2023.

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)

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 was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 19, 2023.

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)

Ordinance No. 4133: 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 was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 19, 2023.

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.)

Ordinance No. 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. 4125; and providing for an effective date was read for the first time.

Motion was made by Cook, seconded by Preister, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

Motion was made by Cook, seconded by Casey, to approve Ordinance No. 4134. Roll call 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, September 5, 2023, Page 5

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

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

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

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Welch, to table the request of the Fiscal Year 2024-2029 Capital Improvement Plan (CIP) to September 26, 2023 City Council Meeting. Applicant: City of Bellevue. Roll call to approve the motion to table was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Request for a conditional use permit for Lot 1, 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.

Mayor Hike stated there is no action needed as the applicant has withdrawn the application.

RESOLUTIONS: NONE

CURRENT BUSINESS:

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)

Motion was made by Casey, seconded by McCaw, to 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. Roll call 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 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)

Motion was made by Welch, seconded by Preister, to 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. Roll call 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 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)

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

Approve and authorize Mayor to sign the 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)

MINUTE RECORD

Bellevue City Council Meeting, September 5, 2023, Page 6

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

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)

Motion was made by Welch, seconded by Burns, to recommend 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. Roll call 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 Purchase Agreement for Bodnar Property located at 202 E. 13th Avenue, in an amount of \$230,000.00. (Legal/Public Works Director)

Motion was made by Welch, seconded by Burns, to 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. Roll call 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 is attached).

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 7:15 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 September 5, 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

*5b5.
9/19/2023

Bellevue City Council Special Meeting, September 12, 2023, Page 1

A special meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 12th day of September 2023 at 5:30 p.m. Present were Council Members Paul Cook, Don Preister, Thomas Burns, and Kathy Welch. Absent: Rich Casey and Jerry McCaw.

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 led in the Pledge of Allegiance.

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 Cook, seconded by Burns, to approve the agenda.

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

SPECIAL PRESENTATIONS:

Mr. Rich Severson, Finance Director, presented the notice which meets the Statutory Requirements for the budget. He provided a presentation of the budget. He stated the finance documents, and the budget can be found on the city's website. He explained in the 2023/2024 budget there are some increases. He provided information on the increases. He stated over the last year there has been over 14% increase. He feels the city has done what it could to keep operational costs and personnel costs down. The big increase in the budget is in capital expenditures which is a 42% increase. Mr. Severson stated the levy rate stayed at .61 cents. However, with the valuation increase the tax amount the city receives will go up 13.6%.

Mayor Hike commented on the capital expenditures. He explained there are numerous infrastructure projects the city has put off for years which need to be addressed. There is \$2,000,000 sewer project being built by Sarpy County which is a joint venture by all the cities in the county. The sewer and water expansion will open Highway 34 for developers, which is an economic investment. Mayor Hike mentioned many projects in the city and the cost of the projects. He mentioned projects south of the base, along Highway 34 Corridor, are anywhere from \$1 to \$2 billion dollars of new development for the City of Bellevue. These types of projects will help with the tax base. He stated he wants to thank the Administration and different departments for their work.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4127: An ordinance to adopt the Annual Appropriations Bill. (Budget Task Force/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 was read for the second time and a public hearing was held.

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

Mr. Brian Hanson, 2704 Georgia Avenue, thanked Mr. Severson for his work on the budget. He suggested it would be nice to have some type of engagement with the public to keep them informed and to do some more marketing. Mr. Hanson stated he feels the city is doing a good job, however with inflation up it is still hard for many residents who are struggling. He also wants to encourage the public to stay engaged and get more involved.

Mr. Nick Gregor, 8104 South 41st Street, stated he was going to keep things positive. He wanted to speak regarding the city parks. He thanked Mr. Severson for a job well done and for a great explanation of the budget. He also thanked Mayor Hike for explaining the projects in capital expenditures and how these projects will help with the city's taxes. Mr. Gregor wanted to address and compare the park plans with other cities comparable. He feels it would be a benefit to have an actual Parks Director who would keep all their focus on just parks and not have to split their energy in other areas.

MINUTE RECORD

Bellevue City Council Special Meeting, September 12, 2023, Page 2

Mr. Severson gave a brief explanation of funds being budgeted for the parks to follow through with improvements in the Parks Master Plan.

Councilman Preister stated now that we have the Parks Master Plan in place, he would like to see the city start carrying out the plan for the community. Mr. Ristow, City Administrator, explained some of the funds are not earmarked anything specifically as of now, they want to make sure they are ready and have all the answers before moving forward. Further discussion followed.

Mr. Steven Wiseman, 13008 S. 35th Street, stated he sees signs around Bellevue saying "We Influence the World" however it seems like we are wanting to emulate what other communities do with their parks. He also stated if you look at the figures, it costs a little over \$5000.00 per person to run government.

Mayor Hike stated if you take the operating budget and divide it by the population of Bellevue, it is about \$2323.00 per person and just wants to make sure the accurate per capita is relayed to the citizens.

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on September 19, 2023 beginning at 6:00 p.m.

Resolution No. 2023-24: A resolution to set the 2023-2024 property tax request. (Finance Director) **(No Action Required at this Meeting)**

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 6:40 p.m. Roll call vote to approve the motion was as follows: Cook, Preister, Burns and Welch voted yes; voting no: none; absent: Casey and McCaw. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 12, 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

*6.
9/19/2023

CLAIMS FOR SEPTEMBER 19, 2023

PAGE 1

MAYOR

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	46.27
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	12.95
		<u>\$ 59.22</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	92.54
BELLEVUE AREA CHAMBER OF COMMERCE	CHAMBER ANNUAL DINNER	950.00
BELLEVUE COMMUNITY FOUNDATION	HUSKER NATION CELEBRATION	1,000.00
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	25.05
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	44.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	85.32
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	44.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	85.32
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	266.71
		<u>\$ 2,744.38</u>

LEGAL

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	92.54
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	25.47
DROP BOX	PC-CASE MANAGEMENT	19.99
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	52.74
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	52.74
SARPY COUNTY COURT	LEGAL FEES	68.00
		<u>\$ 495.24</u>

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	PC-ADOBE SOFTWARE	1,091.27
AMAZON.COM, LLC	PC-UTILITY WAGON, POP-UP CANOPY	292.05
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	46.27
B & H PHOTO-VIDEO	PC-PORTABLE AUDIO SYSTEM	1,502.28
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	8.63
COX BUSINESS SERVICES	2023/08/19-09/18 MONTHLY SERVICE	9.04
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	25.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	33.62
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	25.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	33.62
SESAC INC	PC-MUSIC LICENSE	1,669.00
SIGNIT	PC-RETRACTOR KIT	1,409.50
		<u>\$ 6,267.74</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	98.13
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	12.95
GRETNA GUIDE & NEWS	LEGAL AD	30.29
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	33.14
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	33.14
SARPY COUNTY TIMES	YEARELY SUBSCRIPTION	110.99
		<u>\$ 489.52</u>

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FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-MICR TONER CARTRIDGE, STEP FOR MINI VAN, MONEY COUNTER W/ COUNTERFEIT DETECTION, OFFICE SUPPLIES	822.51
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	92.54
BELLEVUE OPTICAL	SAFETY GLASSES-S TARGY	125.00
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	62.74
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
PRIMA	PC-MEMBERSHIP DUES	385.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	83.84
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	130.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	83.84
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	130.49
UNIVERSITY OF NEBRASKA-OMAHA	PC-GPGFOA CONFERENCE, NE BUDGET FORMS WEBINAR, GPGFOA MEMBERSHIPS	315.00
WALMART SUPERSTORE	PC-COUNTERFEIT TEST MARKERS	6.84
		\$ 2,691.65

LIBRARY

AMAZON.COM, LLC	PC-BOOKS, VIDEOS, DVD, OFFICE SUPPLIES, HOLE PUNCHER, SAFETY EQUIPMENT, TRANSFER PAPER	2,354.66
AMERICAN BUTTON MACHINES	PC-MAKERSPACE SUPPLIES	61.15
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	278.33
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	43.16
DEMCO	BOOK SUPPORT	182.74
HUMANITIES NEBRASKA	PC-HUMANITIES SPEAKER	175.00
INGRAM LIBRARY SERVICES	BOOKS	1,757.83
LIBRARY IDEAS	BOOKS	421.61
LOVELESS MACHINE & GRINDING SERVICE, INC	PC-SHARPEN PAPER CUTTER	97.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	14.11
MIDWEST TAPE	VIDEO	14.99
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	1,945.83
OVERDRIVE, INC	DEPOSIT ON ACCOUNT	1,500.00
PAYPRO GLOBAL	PC-DEPP FREEZE SOFTWARE	144.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	84.62
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	107.30
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	84.62
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	107.30
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
VERIZON WIRELESS	2023/08/17-09/16 MONTJLY SERVICE	400.10
		\$ 10,333.19

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	PC-PRINTER SUPPLIES	66.99
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	138.81
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	60.31
CITY OF BELLEVUE	ASHLEY DECKER - SOFTWARE RENEWAL - CONVERTIO	9.99
HUMAN RESOURCE ASSOC OF THE MIDLANDS	PC-2023 SEPT PROGRAM	40.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTREGATED CARE	MEDICAL TESTING	380.00
MANDALAY BAY RESORT	PC-LODGING FOR UKG CONF	251.70
OMAHA PUBLIC POWER DISTRICT	2023/07/20-08/22 MONTHLY SERVICE	213.12
ONE SOURCE	BACKGROUND CHECKS	91.50
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	94.68
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	121.23
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	94.68
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	121.23
SOUTHWEST AIRLINES	PC-TRAVEL TO UKG CONF	395.97
UKG INC	PC-UKG ASPIRE CONF.	1,695.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	2,972.35
		\$ 7,261.40

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CODE ENFORCEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	220.34
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	431.55
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	25.37
CITY OF BELLEVUE	SARPY CNTY DMV-CODE VEHICLE REG	16.00
PAPILLION SANITATION	CODE DUMPSTER	511.11
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	88.79
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	88.79
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	783.22
		\$ 2,730.77

PUBLIC WORKS

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	21.99
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	345.24
CARASOFT TECHNOLOGY CORPORATION	BALANCE DUE ON FLOWMASTER	102.34
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	51.79
DAVE GOEDEKEN	REIMB WORKSHOP-BRIDGE MANAGEMENT	92.06
HI-VIZ SAFETY WEAR, LLC	PC-SAFETY GREEN SHIRTS	712.50
JEO CONSULTING GROUP, INC	BPW-230510 PCSMP REVIEWS THRU 2023/08/25	7,962.50
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	154.01
ONE CALL CONCEPTS	DIGGERS HOTLINE-AUG 2023	1,231.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	181.44
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	74.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	101.83
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	74.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	101.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	130.33
		\$ 11,519.30

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-2023/07/11-09/06	5,332.00
AMAZON.COM, LLC	PC-PLASTIC BAGS	67.24
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	797.00
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	86.31
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	10.06
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	38.84
CROW LAWN CARE LLC	MOWING 2023/07/20-08/24	10,175.00
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT FOUNTAIN, LIGHTS-AHP	1,325.62
J & J SMALL ENGINE SERVICE	PC-BLADE SCREWS, LEAF BLOWERS, MOWER BLADES	826.59
MENARDS	CARABINER BUNGEE	17.96
MENARDS	PC-FLY TRAPS, DUSTER REFILLS	64.31
MOEN STEEL ERECTION	LABOR TO INSTALL SHELTER-AHP	13,720.00
OMAHA PUBLIC POWER DISTRICT	2023/06/29-08/25 MONTHLY SERVICE	6,625.29
PRECISE MRM LLC	FLAT DATA PLAN	312.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	272.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	302.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	99.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	110.05
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	99.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	110.05
SITEONE LANDSCAPE SUPPLY	GRASS SEED	24,992.27
SITEONE LANDSCAPE SUPPLY	PC-SNAPSHOT PRE EMERGENT HERBICIDE	1,348.22
TY'S OUTDOOR POWER & SERVICE	FINE CUT MOWER DECK	5,659.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	5,826.48
WESTLAKE ACE HARDWARE	PC-BAR OIL, UTILITY KNIVES, SPRAYER, GAS CANS, LOPPER BYPASS	340.88
		\$ 78,558.17

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RECREATION

ANDREW STEINBACH	REFUND YOUTH SOCCER REGISTRATIONS	80.00
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	92.54
BAKERS BELLEVUE	PC-CONCESSIONS	47.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	37.11
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	54.53
DICK'S CLOTHING AND SPORTING GOODS	PC-CREDIT-SPORTS EQUIPMENT	(210.55)
FIVE BELOW	PC-EQUIPMENT FOR FREE TENNIS PLAYDATE	107.54
J & J SMALL ENGINE SERVICE	PC-MOWER BAG	96.89
MIDWEST IMPRESSIONS	FALL SOCCER JERSEYS	1,018.35
OMAHA PUBLIC POWER DISTRICT	2023/07/20-08/22 MONTHLY SERVICE	369.84
PRIMA DISTRIBUTION	PC-CONCESSIONS	24.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	27.63
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	38.66
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	27.63
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	38.66
SAM'S CLUB DIRECT	PC-CONCESSIONS	724.06
TOMMY'S EXPRESS - PAPHILLION	PC-VEHICLE MAINTENANCE	24.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	939.49
WESTLAKE ACE HARDWARE	PC-BROOMS	43.98
		\$ 3,704.03

FACILITY MAINTENANCE

ACTION BATTERIES UNLIMITED	PC-BATTERY	298.95
AQUA-CHEM	PC-POOL CHEMICALS	7,693.35
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	138.81
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	4.32
DAY ELECTRIC SERVICE, INC	REPLACE SHOP LIGHT FIXTURE, ADD RECEPTACLE FOR CHARGER, LIGHT IN FLEX ROOM, INSTALL TV OUTLETS IN	10,683.50
DIAMOND VOGEL, INC	PC-PAINT FOR POOLS EPOXY	1,368.48
ECHO GROUP, INC	PC-LIGHT SWITCH-FLEX ROOM, LAKEWOOD TENNIS COURT	107.13
FERGUSON #227	PC-PLUMBING SUPPLIES-LIBRARY, SCOPE AUGER	474.92
FILTER SHOP	PC-AIR FILTERS, FILTER PADS	418.10
IDEAL PURE WATER COMPANY	BOTTLED WATER	39.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	141.55
MENARDS	PC-ANCHORS, BROOM, BATTERIES, CLEANING SUPPLIES, TESTER, DRYWALL, LANDSCAPE SUPPLIES, LUMBER, MASKS, MIXER, PAINT, GARAGE DOOR PARTS, STEEL DOOR, WATER SOFTENER PELLETS	1,139.09
MIZENER PAINTING LLC	PAINT EXTERIOR-SR CENTER	7,775.00
OMAHA PNEUMATIC EQUIPMENT CO	REPAIR COMPRESSOR-DIST 3	280.00
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/22 MONTHLY SERVICE	1,741.77
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	302.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	302.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	76.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	93.19
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	76.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	93.19
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	333.84
SECURITY EQUIPMENT INC	SECURITY MONITORING 2023/09/01-09/30	2,090.77
SIGNIT	VINYL STICKERS FOR COUNCIL CHAMBERS	347.00
SOUTHERN CARLSON, INC	PC-MITER SAW	569.00
TERRACON CONSULTANTS INC	MOLD ASSESSMENT & TEST DRINKING WATER-SR CENTER	2,650.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,413.93
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	772.48
TREES SHRUBS AND MORE	PC-LANDSCAPING SUPPLIES	47.96
TRICO MECHANICAL SERVICES	A/C SERVICES-DIST 1, A/C REPAIR-LIBRARY	7,838.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	729.45
WESTLAKE ACE HARDWARE	PC-LANDSCAPING SUPPLIES, MOUSE TRAPS, SEALANT,	130.70
		\$ 50,172.77

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CEMETERY

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	46.27
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	4.32
OMAHA PUBLIC POWER DISTRICT	2023/07/20-08/22 MONTHLY SERVICE	140.09
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	28.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	34.29
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	28.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	34.29
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	1,751.39
WESTLAKE ACE HARDWARE	PC-TAPE MEASURE, CARB & CHOKE	51.98
WINDY PRAIRIE SYSTEMS, INC	WEBSITE STORAGE, SUPPORT	2,300.00
		\$ 4,600.59

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2023/04/10-08/27	585.00
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2023/07/03-08/27	2,195.50
ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS 2023/07/31-08/27	23,719.00
ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2023/07/31-08/27	24,839.05
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	44.49
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	231.35
CARROLL CONSTRUCTION SUPPLY	WOOD STAKES	443.50
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	38.84
CITY OF BELLEVUE	SARPY CNTY CLERK/REG OF DEEDS-FILING FEE 36TH ST	64.00
CITY OF BELLEVUE	SARPY CNTY DMV - STREET VEHICLE REG	87.00
CONCRETE SUPPLY, INC	CONCRETE	21,401.52
CROW LAWN CARE LLC	ROW MOWING- CYCLE 5	10,156.78
IMSA	PC-MEMBERSHIP IMSA, ONLINE TRAINING-WHITED, WILSON	1,210.00
LIFE SPRING CHURCH	EASEMENT PAYMENT-36TH ST	36,590.00
LOGAN CONTRACTORS SUPPLY	PC-HAND TOOLS, ADA PANEL, MISC	1,584.80
MARTIN ASPHALT	BULK OIL	412.00
METRO LANDSCAPE MATERIALS AND RECYCLING	MULCH	120.00
OMAHA PUBLIC POWER DISTRICT	2023/06/29-08/29 MONTHLY SERVICE	98,340.38
OMNI ENGINEERING	ASPHALT	2,203.05
PRECISE MRM LLC	FLAT DATA PLAN	1,800.00
READY MIXED CONCRETE COMPANY	CONCRETE	12,143.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	967.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	907.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	291.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	358.43
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	299.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	367.27
UMB BANK - TRUST OPERATIONS	PAYING AGENT 2021 HAFP 2021-08-20 BOND	300.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	3,388.88
WESTLAKE ACE HARDWARE	PC-ELECTRICAL TAPE, WIRE BRUSH, SOCKET	27.17
		\$ 245,117.04

FLEET MAINTENANCE

911 CUSTOM, LLC	SYNC CABLE, I/O BOARD REPLACEMENT	314.64
A + UNITED RADIATOR REPAIR	PC-RADIATOR FOR STOCK FOR SPARTAN	2,375.00
AA WHEEL & TRUCK SUPPLY, INC	LANYARD ASSY FOR TAP, LED CABLE	30.24
AA WHEEL & TRUCK SUPPLY, INC	PC-BREAKAWAY SWITCH	75.97
ALLIED OIL & SUPPLY COMPANY	OIL, DIESEL, DEF	3,494.30
AMAZON.COM, LLC	PC-CIRCUIT FUSE TAPS, DRILL BITS, GENERATOR MODULE, LIQUID GASKET MAKER, OFFICE SUPPLIES	153.17
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	46.27
AUTO VALUE PARTS - SOUTH OMAHA	BRAKE MASTER CYLINDER, FILTERS, MICRO CIRCUITS,	746.55
AUTOMOTIVE WAREHOUSE DIST, INC	BELTS, FLUSH SOLVENT, PARTS, CLEANER	2,015.63
BAUER BUILT TIRE & SERVICE	PC-ALIGNMENT, TIRES, SERVICE CALL & LABOR	2,190.66
BAUM HYDRAULICS CORP	PC-FEMALE ROD END	33.97
BAXTER FORD	PC-BLADES, BOLTS, GASKETS, HOSE, SEALS, BRACKETS, DIESEL PARTIC FILTER, WIRE ASSY, PINS, SEPARATOR,	8,911.65
BLAC-RAC MANUFACTURING, INC	PC-BLAC -RAC WEAPON RETENTION SYSTEMS FOR VEHICLES, SHIPPING	2,667.10
BOBCAT OF OMAHA	PC-SENSOR, RIVET	49.18
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	30.21
CLAYS PUMP & EQUIPMENT CO	REPLACE CYLINDER	1,139.90

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FLEET MAINTENANCE (cont'd)

CORNHUSKER INTERNATIONAL TRUCKS	PC-ACTUATOR, ADUSTERS, CARTRIDGES, COMPRESSOR, DRYER, SEAL, CAP, FILTERS, FUEL PUMP, HORN, RELAY VALVE, WATER & EXHAUST TUBES	8,545.51
CUMMINS SALES AND SERVICE	FUEL CONTROL ACTUATOR	1,209.34
CUMMINS SALES AND SERVICE	PC-INJECTOR, DOSER, KIT, HARDWARE	609.96
DANIELSON / TECH SUPPLY	WHEEL WEIGHT REMOVAL TOOL	51.99
DASCOM AMERICA	PC-HEADREST MOUNT	803.00
DEPARTMENT OF CORRECTIONAL SERVICES	CABINET	1,200.00
DXP ENTERPRISES, INC	SLEEVE BEARINGS	4.25
EDWARDS CHRYSLER DODGE JEEP RAM	PC-NOZZLE	85.34
FACTORY MOTOR PARTS CO	IGNITION PART, BRAKE KIT, WIPER BLADES, MOTOR ASSY, OXYGEN SENSOR, BELTS, VALVE ASSY	258.53
GALVIN GLASS	WINDSHIELD REPAIR	49.80
GRAHAM TIRE COMPANY	PC-TIRES FOR STOCK	1,100.12
GRAINGER	QUICK DISCONNECT, GLOVES	987.03
HENDERSON PRODUCTS, INC	NOZZLES, GEAR PUMP, SPINNER ASSY	1,655.81
HOSE & HANDLING, INC	3 WAY BALL VALVE	69.60
HOTSY EQUIPMENT CO	SERVICE WORK DONE	366.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	206.75
INTERSTATE BATTERIES	PC-BATTERIES	7,136.53
INTERSTATE POWER SYSTEMS, INC	PC-GASKET FLYWHEEL, CAMSHAFT, PARTS	325.58
J & J SMALL ENGINE SERVICE	PC-BLADES, MODULE, PARTS, SPEED FEED HEAD, TRIMMER, WHEELS, BEARINNGS	2,864.83
JIM HAWK TRUCK TRAILERS	PC-BRAKE CHAMBER, DRYER, CARTRIDGES, PURGE VALVE, SPRINGBRAKES	727.14
KRIHA FLUID POWER CO	PC-BODY ASSY, NOSE PIECE ASSY, FITTINGS, TRIPLE-LOKS, COUPLERS, NIPPLES, CAPS, PLUGS, ORINGS, SEALS	2,035.90
LAMPE'S CLEAN AIR	PC-METAL MESH	187.60
LAURSEN ASPHALT REPAIR EQUIPMENT SALES LLC	PENDANT SINGLE STAGE, PUMP SOLENOID	284.56
MACQUEEN EQUIPMENT, LLC	PC-LADDER TIP AND LIFT BAR FOR TRUCK21, PARTS FOR ST252 AND TRUCK21, SERVICE ENG1	10,138.81
MARKING REFRIGERATION, INC	FILTER	134.95
MATHESON TRI-GAS INC	WELDING SUPPLIES	110.91
MCMASTER-CARR SUPPLY COMPANY	PC-RETAINING RINGS	21.01
MENARDS	PC-CAULK, CONVERTER, COUNTERSINK BITS, NOZZLE, HOSE, CHAIN, LUBE, PACKING TAPE, BATTERIES, SPRAY PAINT	574.55
MENARDS - RALSTON		59.88
MICHAEL TODD & COMPANY	PC-BOLT ON ADAPTERS,TEETH,PINS AND BOLTS FOR ST42	2,015.85
MIDLANDS AUTO REPAIR	ALIGNMENT	80.00
MILLARD METAL SERVICES	SQUARE TUBIN	105.00
MILLARD METAL SERVICES	PC-STELL ANGLE-BARS	153.00
MURPHY TRACTOR	PC-BREATHER, ENGINE KIT, BOOM PARTS, INTERCOOLER & AC PARTS, PRESSURE SWITCH, SENSOR, THERMOSTAT	6,999.10
NAPA AUTO PARTS	NEW COMPRESSOR, ACCUMULATOR, FILTERS, PARTS CLEANER, TOOLS, SOLVENT, AC SEAL KIT, REMAN AIR DRYER, REMAN WIPER MOTOR, FUEL LINE HOSE, BRAKE PADS & ROTORS, GLOVES, CLAMPS	3,369.98
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NUTS, TY-RAP BLACK, SELF-DRILL SCREWS, DRILL BITS, WASHERS, EYELETS, CLAMPS	629.89
NMC GROUP, INC	RETAINER	18.76
OMAHA PUBLIC POWER DISTRICT	2023/07/21-08/22 MONTHLY SERVICE	977.04
ONYX AUTOMOTIVE	PC-O-RINGS, FILTERS, WIPER BLADES	216.47
O'REILLY AUTO PARTS	BLEEDER KIT	16.93
ORIENTAL TRADING COMPANY	PC-KIT FILTER	228.90
POWERHOUSE DIST	PC-ROCKER SWITCH	31.90
QUALITY TIRE, INC	TURF TRAC TIRES	284.00
QUALITY TIRE, INC	PC-TIRES	70.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	168.30
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	211.52
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	483.84
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	483.84
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	168.30
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	211.52

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FLEET MAINTENANCE (cont'd)

SIL MICRO	PC-ANTENNAS	95.77
SWAN ENGINEERING, LLC	O-RINGS, SQUARE CUT RING	13.35
TOOL SHED OF OMAHA	PC-PARTS	12.95
TOYNE, INC	SPEAKER	619.77
TRUCK CENTER COMPANIES-OMAHA	PC-DRUM BRAKE, KIT, FILTER KIT, FILTER PUMP	1,808.49
TURFWERKS	PC-SPINDLE MOTOR FOR STOCK	1,020.27
TY'S OUTDOOR POWER & SERVICE	BOLTS, ASSY STARTER, DUST CAP, CASTER, BLADE, WHEEL	2,123.78
	ASSY, V-BELT, CONES, EXTENSIONS, BUSHINGS, YOKES	
UNITED AUTO RECYCLERS	PC-TRANSFER CASE, CORE CREDIT	175.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	856.79
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	150.04
WAYTEK, INC	PC-FUSE & TERMINAL BLOCKS	743.07
WELDON PARTS INC	BRAKE DRUM	356.91
		\$ 90,980.05

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE 2023/08/01-08/08	370.26
PAPILLION SANITATION	TRASH HAULING FEES-AUG 2023	345,945.96
		\$ 346,316.22

PLANNING

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	46.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	75.08
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	12.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	37.05
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	48.54
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	37.05
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	48.54
		\$ 486.92

PERMITS & INSPECTIONS

AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	277.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	86.42
CARHARTT, INC	PC-UNIFORMS-M SCHROEDER	182.70
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	21.58
GENERAL FIRE & SAFETY CO	REFUND FOR EXEMPT FEES-BPS	510.05
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	91.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	119.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	91.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	119.87
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	1,157.24
		\$ 3,142.57

POLICE

911 CUSTOM, LLC	BRACKET	70.00
AARON JEZEK	REIMB TRAINING EXPENSES	324.50
AMAZON WEB SERVICES, INC	WEB SERVICES 2023/08/01-08/31	423.42
AMAZON.COM, LLC	PC-CARBON SCRAPER, SUPPLIES, COFFEE MAKER, ICE	5,656.40
	MACHINE, FLASH DRIVES, GUN CLEANER, METAL BUCKLES,	
	OFFICE SUPPLIES, WIRELESS HEADPHONES,CARBON	
ANDERSON FORD	PURCHASE 6 2023 FORD INTERCEPTORS	288,954.00
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	4,593.77
AVERY L LOSCHEN	RENT FOR K9 BUILDING-OCT 2023	1,300.00
AXON ENTERPRISE, INC	TACTICAL BATTERY PACK	1,744.00
BENEFIT PLANS	POLICE PENSION PLAN-SEPT 2023-MD, JG, MG	8,817.56
BERLA CORPORATION	PC-IVE SOFTWARE LICENSE RENEWAL	3,250.00
CALIBRE PRESS	PC-REGISTRATION-LEADER IN YOU- BEES, MELVIN	718.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	22.75
CASEYS GENERAL STORE #2966	PC-WELCOME CEREMONY	52.00
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	369.76
CHARLES E SHELL	REIMB PER DIEM FOR TRAINING	147.50
CIRCUS CIRCUS RENO HOTEL - REGISTRATION	PC-LODGING-VEHICLE COURSE-J SPENCER	239.43
CITY OF BELLEVUE	REIMBURSE PETTY CASH FOR POSTAGE, PLATES, VEHICLE	72.73
	REGISTRATIONS	
CNA SURETY DIRECT BILL	SURETY BOND 2023/10/01-2027/10/01 FRANKS	40.00
COLT MANUFACTURING	PC-COLTM4/M16 ARMORERS COURSE-MAGUIRE	550.00

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POLICE (cont'd)

COMPLETE TACTICAL CONSULTANTS	PC-TAP MASTER INSTRUCTOR COURSE-ALBRECHT	247.50
COREY BROWN	REIMB TRAINING EXPENSES	324.50
CULLIGAN OF OMAHA	BOTTLED WATER 2023/09/01-09/30	673.85
DELTA AIR LINES	PC-TRAVEL TO IDTS-IFTS FN-J MILOS	788.40
DETECTACHEM, INC	BOXES FOR DRUG TEST KITS	1,076.50
DILLON BROTHERS H-D BUELL	6 MOTORCYCLE LEASES-2022/2023, MOTORCYCLE	22,244.94
DILLON BROTHERS H-D BUELL	PURCHASE 2023 KAWASAKI MOTORCYCLE	6,996.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	150.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - AUG 2023	557.32
FLAMINGO HOTEL	PC-LODGING-COVERT OPS CONF-N GREINER	272.12
FORCE SCIENCE INSTITUTE	PC-REGISTRATION-CERTIFICATIONFEE-M TREINEN	1,650.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHIC KITS FOR CRUISERS	1,146.17
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	2,029.92
HILTON ANAHEIM	PC-LODGING-IACP-IDTS CONF-SHELL, MILOS, LARR	643.02
HOLIDAY INN EXPRESS & SUITES GRAND ISLAND	PC-LODGING-SUPERVISOR TRNG-B BENSHOOF, R MARKVE	894.00
HOSTGATOR.COM	PC-MONTHLY DOMAIN	69.95
HOTEL LOTUS MERRIAM	PC-LODGING-GLOCK ARMORER COURSE-M HOLWERDA	130.96
HYATT REGENCY DENVER AT CCC	PC-LODGING, PARKING-FBINAA CONF-T MELVIN	1,502.45
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	PC-IACP-DTS CONFERENCE-MILOS, LARR, SHELL	1,825.00
INT'L ASSOCIATION OF CHIEFS OF POLICE	PC-REGISTRATION-SPEAKER-IACP CONF-K CLARY	500.00
JACKSON SERVICES, INC	DOOR MAT	90.01
JOE BAILEY	REIMB TRAINING EXPENSES	366.04
JOSHUA MARRS	REIMB TRAINING EXPENSES	675.90
JULIE COOMBS	MATH PREPARATION FOR TESTING PROCESS	200.00
LAW ENFORCEMENT SEMINARS	PC-REGISTRATION-BACKGROUND INVEST-C SHELL	425.00
LEFTA	ANNUAL SUPPORT 2023/10/01-2024/09/30	3,360.93
MAGNET FORENSICS	PC-MAGNET AXIOM LICENSE RENEWAL, MAGNET	10,170.00
	OUTRIDER LICENSE RENEWAL	
MATRIX BUSINESS SYSTEMS INC	PRINTER AND CABINET, COPIER EXPENSE	1,472.89
MENARDS	COUPLER LOCK, WHEEL CHOCKS	63.95
MIKE SMUTNY	REIMB TRAINING EXPENSES	361.51
MOTOROLA SOLUTIONS, INC	BODY WORN CAMERA	390.00
MSAB INCORPORATED	PC-XRY MAINTENANCE/LICENSE RENEWAL	4,100.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES	PC-CERTIFICATION/MEMBERSHIP-VANN, MOORE	1,125.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	PC-PROCESSING, TEST FEES-NEW RECRUIT	375.00
NORTH AMERICAN RESCUE	WOUND TRAINER	635.98
OFFUTT COLLISION REPAIR CENTER	CRUISER REPAIR-UNIT 637	3,456.79
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/10 MONTHLY SERVICE	36.80
PRIORITY 1 FITNESS	PC-PARTS & LABOR TO REPAIR EQUIP	384.02
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	1,016.27
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	2,168.24
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	3,962.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	3,952.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	1,008.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	2,160.74
ROGER'S TOWING	TOW CHARGE-PO634	100.00
SAM'S CLUB DIRECT	PC-WELCOME CEREMONY	23.96
SHERWIN WILLIAMS CO	PAINT FOR SPA ROOM	108.35
SOUTHWEST AIRLINES	PC-TRAVEL TO IDTS-IFTS CONF- SHELL, LARR	855.92
STANARD & ASSOCIATES, INC	ENTRY LEVEL OFFICER TESTING	159.50
STEVEN L ANDRASCHKO	ENTRY LEVEL SELECTION TEST	150.00
THE BANCORP BANK	INFORMATION REQUEST 23025606	80.00
TYLER ANDAHL	REIMB TRAINING EXPENSES	356.91
U.S. CELLULAR	2023/08/04-09/03 MONTHLY SERVICE	88.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	12,981.00
VISTA PRINT	PC-BUSINESS CARDS- LOWERY, VANN, BETTS	147.37
WESTLAKE ACE HARDWARE	TIE DOWNS, COUPLER LOCKS	205.88
		\$ 418,465.04

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FIRE & RESCUE

ABE BOOKS	PC-BOOKS FOR PARAMEDIC CLASS	250.85
AMAZON.COM, LLC	PC-CLEANING WIPES, FIRE BOOTS, MEDICAL SUPPLIES, OFFICE SUPPLIES, WATER PUMP	1,075.04
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	1,911.27
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	110.00
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
ENGEL COOLERS	PC-COOLERS, HARDWARE KITS, SHIPPING PROTECTION	2,386.89
OMAHA PUBLIC POWER DISTRICT	2023/06/29-08/25 MONTHLY SERVICE	7,736.32
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	728.95
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	1,350.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	2,600.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	2,600.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	728.95
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	1,350.95
SFPE GREAT PLAINS CHAPTER	PC-TRAINING CLASS-D GIFFORD, K STRACHOTA	300.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	9,052.60
		\$ 32,192.00

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/07/20-09/21 MONTHLY SERVICE	348.45
LOCKTON COMPANIES, LLC	WELLNESS NURSE ADVOCATE-AUG 2023	1,875.00
MENARDS	POST DRIVER W/HANDLES	65.98
NE-DEPARTMENT OF REVENUE	2023/07 SALES TAX	1,569.85
NE-DEPARTMENT OF REVENUE	FORM 94-WASTE REDUCTION & RECYCLING FEE RETURN 09-2023	25.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-OCT 2023	17,231.00
SCOTT WELCH	PC-MONTHLY WEB HOSTING	125.00
		\$ 21,240.28

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-TEST LEADS	40.33
		\$ 40.33

2206 LONGO DRIVE-NEW LIBRARY

C&E INDUSTRIES	JANITORIAL SERVICES	3,991.10
CBRE, INC	LEASE EXECUTION	1,734.30
CENTURY LINK	SERVICE	124.83
COX BUSINESS SERVICES	2023/7/27 - 8/26 SERVICE	126.82
MENARDS	PC-MAINT SUPPLIES-LONGO	46.18
METROPOLITAN UTILITIES DIST	2023/07/07 - 8/4 GAS & WATER	1,117.76
MMC MECHANICAL CONTRACTORS, INC	LEAK IN CONSATION PIPE VA	568.50
OMAHA PUBLIC POWER DISTRICT	2023/06/22-7/21 SERVICE	7,760.55
PAPILLION SANITATION	2023/8/1-31 SERVICE	289.28
PRESTO-X	2023/07/19 & 2023/08/09 PEST CONTROL	231.12
PROFESSIONAL SECURITY SYSTEMS, INC	2023-07-15 TO 2024-07-14 MONITORING SERV	321.00
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 NEW LIBRARY THRU 2023/09/06	322,839.00
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	PLUMBING, WATER PRESSURE, TOILET, BULBS, CLOGGED VA BULBS, CLOGGED SINK	2,170.46
SELDIN LLC	MONTHLY SERVICE	2,073.07
STERICYCLE	ENERGIZED & INSPECTED IRRIGATION, FERTILIZING, WEED	2.00
TAILORED LAWNS, INC	BPW-210311 MATERIAL TEST LIBRARY 2023/08/17-	2,225.00
THIELE GEOTECH	LIGHTING SUPPLIES	1,220.00
VOSS LIGHTING		1,019.61
		\$ 349,310.58

WASTEWATER

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, PLASTIC BAGS	32.85
AT&T MOBILITY	2023/07/22-08/21 MONTHLY SERVICE	612.82
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	49.50
CENTURY LINK	2023/08/22-09/21 MONTHLY SERVICE	427.35
ECHO GROUP, INC	PC-UNTIP 2 PORT	167.13
ELECTRIC PUMP	SERVICE CALL	550.00
EMBRIS GROUP LLC	BPW-230307 BLUFF ST STATION THRU 2023/07/31	3,870.50
EMBRIS GROUP LLC	BPW-230611 OLDE TOWN REHABILITATION 2023/08/01-	15,152.50
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK STATION 2023/07/30-08/26	2,325.79
JUDDS BROS CONSTRUCTION CO	BPW-201109 SO LIFT STATION THRU 2023/07/27	250,437.20
JUDDS BROS CONSTRUCTION CO	BPW-201109 SO LIFT STATION THRU 2023/08/31	91,171.50

MINUTE RECORD

CLAIMS FOR SEPTEMBER 19, 2023

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WASTEWATER (cont'd)

MENARDS	PC-BATTERIES, GREASE & OIL, GATORADE, GLOVES, RATCHET & HEX TOOLS. WATER	448.16
NASSCO INC	PC-PACP RECERTIFICATION	375.00
OMAHA PUBLIC POWER DISTRICT	2023/07/11-08/22 MONTHLY SERVICE	4,269.55
O'REILLY AUTO PARTS	PC-UNDERCOAT & GREASE	40.46
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - AUG 2023	504.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INS - SEP 2023	504.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - AUG 2023	136.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - AUG 2023	170.06
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - JULY 2023	136.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - JULY 2023	170.06
THE CHARLES MACHINE WORKS, INC	REPAIR MODULATOR	681.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2023	3,083.38
UTILITY EQUIPMENT COMPANY	SEWER PIPE, PRIMER, LUBE	11,246.52
WESTLAKE ACE HARDWARE	PC-KEYS	11.96
		<u>\$ 386,576.55</u>

ECONOMIC DEVELOPMENT-LB840

SWITCHGEAR ENTERTAINMENT, LLC	LB841 LOAN TO SWITCH GEAR ENTERTAINMENT, LLC	500,000.00
		<u>\$ 500,000.00</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/08/25 MONTHLY SERVICE	100.47
		<u>\$ 100.47</u>

COMMUNITY DEVELOPMENT

CITY OF BELLEVUE	SARPY CNTY CLERK/REG OF DEEDS-FILING FEE-	48.00
LIFT UP SARPY COUNTY	LIFTUP SARPY HOUSING ASSISTANCE	18,683.56
		<u>\$ 18,731.56</u>

G.O. BONDS

GILMORE & BELL PC	BOND COMPLIANCE AGREEMENT WITH GILMOREBELL THROUGH 2027	6,000.00
		<u>\$ 6,000.00</u>

TOTAL CLAIMS FOR SEPTEMBER 5, 2023 \$ 2,600,327.58

TOTAL PAYROLL FOR SEPTEMBER 1, 2023 \$ 1,633,678.28



2023 2nd Quarter Economic Indicators Report

Building Permit Valuations					
Community	Apr-23	May-23	Jun-23	2nd Qtr. 2023	2nd Qtr. 2022
Sarpy County	\$ 1,173,072	\$ 3,710,687	\$ 2,898,666	\$ 7,782,425	\$ 3,646,916
Bellevue	\$ 10,118,300	\$ 11,387,224	\$ 39,402,883	\$ 60,908,407	\$ 48,138,965
Papillion	\$ 12,088,999	\$ 17,663,417	\$ 62,410,221	\$ 92,162,637	\$ 118,102,621
La Vista	\$ 1,047,950	\$ 2,306,739	\$ 8,816,771	\$ 12,171,460	\$ 24,027,144
Gretna	\$ 9,049,116	\$ 19,874,634	\$ 18,232,836	\$ 47,156,586	\$ 36,732,840
Springfield	\$ 58,459	\$ 273,216	\$ 8,834,582	\$ 9,166,257	\$ 230,214,946
TOTAL	\$ 33,535,896	\$ 55,215,917	\$ 140,595,959	\$ 229,347,772	\$ 460,863,432

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Granite Creek East	Southwest Corner of 96th Street & Lincoln Road	Papillion	3
LJI Addition	Southwest Corner of South 99th Circle & Portal Road	Papillion	2
		TOTAL	5

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Buffalo Ridge	Northwest 180th Street & Buffalo Road	Sarpy	5
Granite Creek East	Southwest Corner of 96th Street & Lincoln Road	Papillion	186
Granite Creek West	Northwest & West Corner of South 102nd Street & Highway 370	Papillion	247
		TOTAL	438

Single Family Housing Permits Issued					
Community	Apr-23	May-23	Jun-23	2nd Qtr. 2023	2nd Qtr. 2022
Sarpy County	1	2	2	5	7
Bellevue	15	15	11	41	45
Papillion	26	53	38	117	105
La Vista	0	0	1	1	0
Gretna	29	34	54	117	125
Springfield	0	1	0	1	7
TOTAL	71	105	106	282	289

Multi-Family Housing # of Units Permits Issued					
Community	Apr-23	May-23	Jun-23	2nd Qtr. 2023	2nd Qtr. 2022
Sarpy County	0	0	0	0	0
Bellevue	0	11	4	15	161
Papillion	0	0	0	0	154
La Vista	0	0	0	0	0
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
TOTAL	0	11	4	15	315

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
April 2023	101,157	99,430	1,727	1.7%
May 2023	101,428	99,396	2,032	2.0%
June 2023	101,698	99,288	2,410	2.4%
April 2022	100,884	99,058	1,826	1.8%
May 2022	100,973	99,095	1,878	1.9%
June 2022	101,162	98,732	2,430	2.4%



Q2 2023 - Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2023	\$ 2,768,473	\$ 7,782,425			\$ 10,550,898
	2022	\$ 4,719,585	\$ 3,646,916			\$ 8,366,501
Bellevue	2023	\$ 19,426,394	\$ 60,908,407			\$ 80,334,801
	2022	\$ 20,570,357	\$ 48,138,965			\$ 68,709,322
Papillion	2023	\$ 56,850,236	\$ 92,162,637			\$ 149,012,873
	2022	\$ 89,308,621	\$ 118,102,621			\$ 207,411,242
La Vista	2023	\$ 2,671,460	\$ 12,171,460			\$ 14,842,920
	2022	\$ 3,992,587	\$ 24,027,144			\$ 28,019,731
Gretna	2023	\$ 51,638,351	\$ 47,156,586			\$ 98,794,937
	2022	\$ 88,757,214	\$ 36,372,840			\$ 125,130,054
Springfield	2023	\$ 3,903,861	\$ 9,166,257			\$ 13,070,118
	2022	\$ 2,372,980	\$ 230,214,946			\$ 232,587,926
TOTALS	2023	\$ 137,258,775	\$ 229,347,772			\$ 366,606,547
	2022	\$ 209,721,344	\$ 460,503,432			\$ 670,224,776

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2023	1	5			6
	2022	13	7			20
Bellevue	2023	29	41			70
	2022	45	45			90
Papillion	2023	68	117			185
	2022	119	105			224
La Vista	2023	0	1			1
	2022	0	0			0
Gretna	2023	69	117			186
	2022	179	125			304
Springfield	2023	0	1			1
	2022	11	7			18
TOTALS	2023	167	282			449
	2022	367	289			656



Q2 2023 - Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2023	0	0			0
	2022	0	0			0
Bellevue	2023	0	15			15
	2022	0	161			161
Papillion	2023	0	0			0
	2022	0	154			154
La Vista	2023	0	0			0
	2022	0	0			0
Gretna	2023	210	0			210
	2022	0	0			0
Springfield	2023	0	0			0
	2022	0	0			0
TOTALS	2023	210	15			225
	2022	0	315			315

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2023	0	5			5
	2022	1	65			66
Bellevue	2023	0	0			0
	2022	10	216			226
Papillion	2023	70	433			503
	2022	139	392			531
La Vista	2023	0	0			0
	2022	0	0			0
Gretna	2023	147	0			147
	2022	120	351			471
Springfield	2023	0	0			0
	2022	0	0			0
TOTALS	2023	217	438			655
	2022	270	1,024			1,294



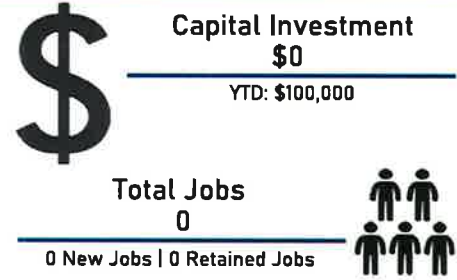
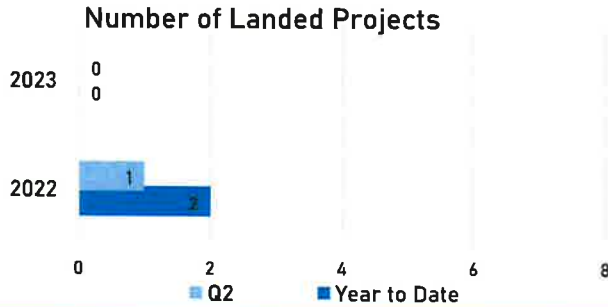
Q2 2023 -
Economic
Indicators Report

Commercial Projects Permitted Over \$100,000

Project	Address/Location	Community	Valuation	Sq. Ft.
Bellevue University Field House	1000 Galvin Road	Bellevue	\$18,394,662	72,600
HH KIA	10902 S 150th St	Papillion	\$15,675,000	62,950
Papillion Sanitation Building 1 & 2	13508 Fort Crook Road	Bellevue	\$11,562,674	54,011
Community Based Outpatient Clinic VA	1330 Jersey Street	Papillion	\$11,330,000	25,911
META	14774 Friend Plaza	Papillion	\$10,184,169	0
Commercial Warehouse Building Shell	14850 Rodina Street	Springfield	\$8,834,582	207,360
Lovely Skin	14651 South 210th Street	Gretna	\$6,851,124	75,973
Smash Park	8121 South 125th Street	La Vista	\$6,000,000	25,941
City of Omaha Digester Building	15705 Harlan Lewis Road, Bay 400	Bellevue	\$4,327,804	34,512
McNeil Refrigeration	14070 South 220th Street	Gretna	\$3,102,541	8,365
Commercial Shell Building	11446 Valley Ridge Drive	Papillion	\$2,500,000	0
Aldi	9549 South 71st Plaza	Papillion	\$2,300,000	20,669
Twin City Masonry Hall	8680 South 25th Street	Bellevue	\$2,244,390	12,766
Elite Glass	8207 South 109th Street	La Vista	\$2,000,000	24,647
Centech Flex Building II	7769 South 133rd Street	La Vista	\$1,750,000	28,969
Mixed Use Building	Northeast corner of 21870 Platteview Road	Gretna	\$1,421,824	25,600
Take 5 Car Wash	11611 South 73rd Street	Papillion	\$1,400,000	4,057
City of Omaha CoGeneration Building	15705 Harlan Lewis Road, Building 300	Bellevue	\$1,094,867	8,731
Springfield Platteview School District - Athletic building	14801 South 108th Street, Building 1	Sarpy	\$977,779	5,913
Springfield Platteview School District - remodel	14801 South 108th Street, Building 2	Sarpy	\$977,779	4,116
Walgreens	10819 South 192nd Avenue	Gretna	\$929,764	9,944
New Oil Change Facility	1419 Papillion Drive	Papillion	\$800,000	1,551
The Alley	601 Chateau Drive	Bellevue	\$750,000	0
ACME Auto	10811 South 156th Street	Gretna	\$739,884	15,509
Sampson Construction	10982 Cumberland Drive	Papillion	\$650,000	16,000
LJI LLC	9226 South 99th Circle	Papillion	\$600,000	12,678
Athleta	21215 Nebraska Crossing Drive, Suite D101	Gretna	\$513,116	5,195
Veridian Credit Union	18909 Oakmont Drive	Gretna	\$478,070	3,684
Echo Group	11921 Gold Coast Drive	Papillion	\$437,150	0
Burger King	16122 Stevens Pointe Circle	Gretna	\$407,505	2,912
Liberty Packaging	12118 South 150th Street	Papillion	\$350,000	0
Chipotle	19005 Oakmont Drive	Gretna	\$325,360	2,325
Turf Tank	7878 Main Street, Suite 2C	La Vista	\$300,000	6,720
Allo Fiber	9901 Portal Road	Papillion	\$300,000	360
Penn Station East Coast	10531 South 15th Street, Bay 101	Bellevue	\$268,000	0
TBD Light Industrial building	20009 Husker Drive, Bay 1	Gretna	\$252,700	3,500
TBD Light Industrial building	20009 Husker Drive, Bay 8	Gretna	\$252,700	3,500
Southern Carlson Interior Finish	9742 South 142nd Street	Papillion	\$250,000	15,235
Custom Diesel Training	202227 Husker Drive	Gretna	\$239,140	2,281
Mad City	8817 South 117th Street, Suite 100	La Vista	\$226,974	19,317
Commercial - PLCS Food Service Equipment	402 E Centennial Road	Papillion	\$225,000	5,000
Hewitt Trucking	20467 Highway 50, Suite 1	Sarpy	\$200,000	4,000
Hair Haven	11532 Willow Park Drive, Suite 200	Gretna	\$163,728	1,200
Frank's Pizza	21209 Nebraska Crossing Drive, Suite C100	Gretna	\$161,716	1,234
City Centre - Improvement	7878 Main Street, Suite D	La Vista	\$160,000	N/A
B&G Tasty Foods	21351 Nebraska Crossing Drive, Suite A101	Gretna	\$150,000	3,000
La Vista Jr. High - School District 27 - remodel	7900 Edgewood Boulevard	La Vista	\$140,000	0
TBD Light Industrial building	20009 Husker Drive, Bay 10	Gretna	\$126,350	1,750
Marco's Pizza	8124 South 84th Street	La Vista	\$125,000	1,554
Storage Building Office	10710 Sapp Brothers Drive	Gretna	\$119,593	1,250
Bell Pool and Spa	20040 Hampton Drive, Bay 5	Gretna	\$114,364	1,584
Jersey Mikes	12434 Southport Parkway	La Vista	\$105,000	1,500
Nebraska Machine Company Dyno Testing Facility	11002 Sapp Brothers Drive	Gretna	\$104,937	1,150
Liberty Middle School Addition	10820 Wittmus Drive	Papillion	\$100,000	24,905

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects



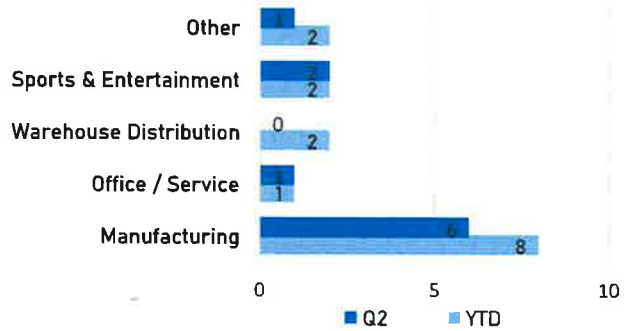
Project Pipeline

11 Opportunities - Q2
10 New to Market | 1 Existing Business



■ New to Market / Start Up
■ Retention / Expansion

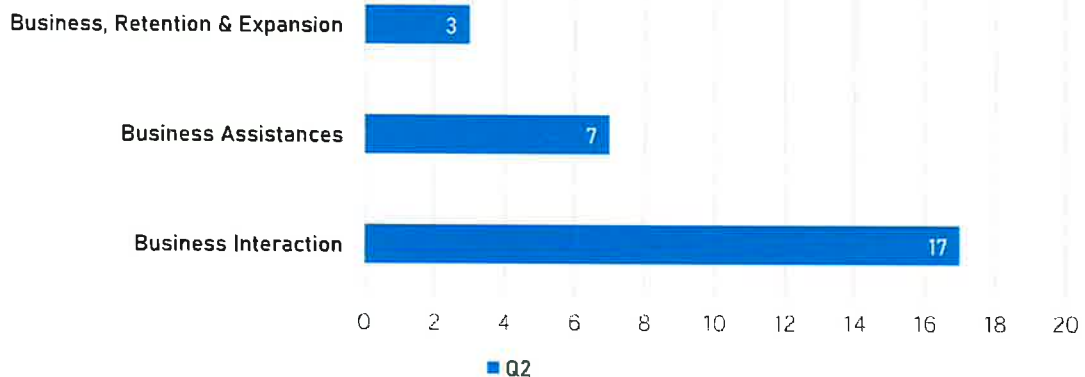
New to Market Project Type



1 Prospect Visit - Q2

3 YTD

Business Interactions



GOAL

Deliver relevant and high quality member programs, events, services and information

Investor Base

New Investors		Dropped Investors	
Q2	YTD	Q2	YTD
0	3	3	5
Goal: 5		Goal: 2	
\$ -	\$5,500	\$ 7,250	\$11,500
Goal: \$7,500		Goal: \$2,500	

Event Engagement

Investor Engagement

(280) Annual Meeting
(42) 1st Qtr. Investor Meeting
(16) Happy Hour



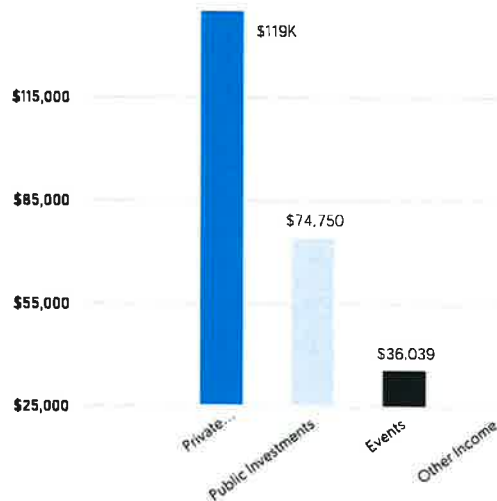
Board Member Engagement

(37) Board Meeting (March)
(26) Board Meeting (June)

Organizational Resources

Revenue

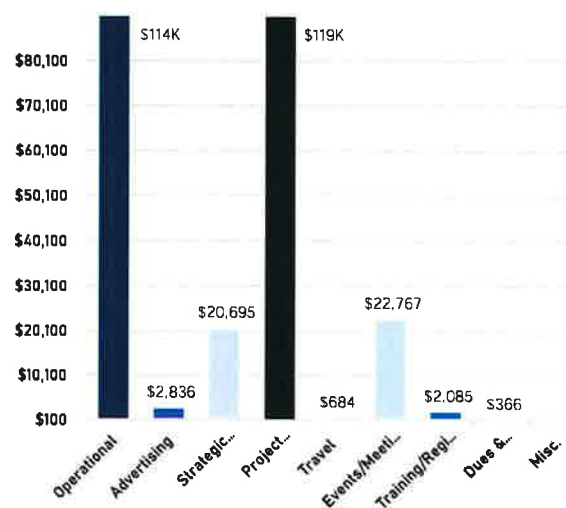
\$388,558



Total Revenue Budget: \$339,600

Expenses

\$283,303



Total Expense Budget: \$453,110

Strategic Meetings

	Q2	YTD
Speaking Engagements	1	6
Community Interactions	22	39
Site Investigation & Project Meetings	14	36
Investor Relation Meetings	27	45

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE 08/15/2023	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 type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

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

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$155.0 million in fiscal year 2023-24. This is an increase of \$45.5 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 \$190,795,398 and Expenditures of \$154,965,858 leave a cash balance of \$35,829,540, 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

No action taken at this meeting other than the 1st reading (August 15, 2023).
A separate public hearing, a joint public hearing, will be held on September 21, 2023.
Open public hearing at the September 5, 2023 Council meeting.
Vote on budget Ordinance and additional 1% restricted funds at a special meeting on September 26, 2023 meeting along with the tax request resolution.

ATTACHMENTS

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

SIGNATURES

LEGAL APPROVAL AS TO FORM

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM

Wimpy Babilla
[Signature]
[Signature]

**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 style="width: 75%;">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 style="width: 75%;">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)														
County Clerk's Use ONLY	<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>															
APA Contact Information	Submission Information															
<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 align="center">Website: auditors.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</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	\$ 86,648,615.23
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		\$ 34,414,880.45

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 check 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))	\$ 7,535,000.00 (4)	
LESS: Amount Spent During 2022-2023	\$ 4,821,459.09 (5)	
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
Motor Vehicle Fee	(12)	
Municipal Equalization Fund	(13)	\$ 517,100.00
Insurance Premium Tax	(14)	\$ 1,756,096.63
Nameplate Capacity 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)	\$ 21,500,000.00 (17)	
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year <i>(cannot exclude same capital improvements from more than one lid calculation.)</i>		
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)		\$ 44,478,407.20
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>		

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

City of Bellevue
IN
Saryp 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 18) from last year's Lid Form	56,553,335.48 <small>Option 1 - (Line 1)</small>
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	<small>Option 2 - (A)</small>
Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5))	<small>Option 2 - (B)</small> %
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B)	<small>Option 2 - (C)</small>
Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C)	<small>Option 2 - (Line 1)</small> +
CURRENT YEAR ALLOWABLE INCREASES	
1 <u>BASE LIMITATION PERCENT INCREASE (2.5%)</u>	2.50 % <small>(2)</small>
2 <u>ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%</u>	- % <small>(3)</small>
$\frac{20,401,348.00}{4,965,635,087.00} = 0.41 \%$ <p style="font-size: small; margin: 0;">2023 Value Attributable to Growth per Assessor 2022 Valuation Multiply times 100 To get %</p>	
3 <u>ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE</u>	1.00 % <small>(4)</small>
$\frac{6}{6} = 100.00 \%$ <p style="font-size: small; margin: 0;"># of Board Members voting "Yes" for Increase Total # of Members in Governing Body at Meeting Must be at least 75% (.75) of the Governing Body</p>	
ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.	
4 <u>SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE</u>	% <small>(5)</small>
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 % <small>(6)</small>
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	1,979,386.74 <small>(7)</small>
Total Restricted Funds Authority = Line (1) + Line (7)	58,532,702.22 <small>(8)</small>
Less: Restricted Funds from Lid Supporting Schedule	44,478,407.20 <small>(9)</small>
Total Unused Restricted Funds Authority = Line (8) - Line (9)	14,054,295.02 <small>(10)</small>
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

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
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.

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		
<i>FYE2020 FS Calc</i>				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	92,044,176	106,488,361	152,630,092	60,585,916	65.8%	46,141,731	43.3%
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	29,825,778	31,118,467	32,359,849	2,534,071	8.5%	1,241,383	4.0%
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	11,361,435	11,373,553	11,998,845	637,410	5.6%	625,292	5.5%
Total Personnel	41,187,213	42,492,020	44,358,694	3,171,481	7.7%	1,866,674	4.4%
Department Expenditures							
Total Operational	66,521,500	68,874,114	72,532,897	6,011,397	9.0%	3,658,783	5.3%
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	9,031,889	9,200,647	9,316,195	284,306	3.1%	115,548	1.3%
Transfers (Expenditures)	1,081,955	1,197,000	1,207,000	125,045	11.6%	10,000	0.8%
Total Expenditures	106,085,299	109,488,361	155,630,092	49,544,793	46.7%	46,141,731	42.1%
Net Revenues / (Expenditures)	\$ (14,041,123)	\$ (3,000,000)	(3,000,000)	\$ 11,041,123		\$ -	
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	\$ 41,410,223	\$ 35,540,211	\$ 27,369,100	\$ (14,041,123)		\$ (8,171,111)	
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	\$ 27,369,100	\$ 32,540,211	\$ 24,369,100	\$ (3,000,000)		\$ (8,171,111)	
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	-	-	-	-	-	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**

Dept.	Account	Proposed CIP Ref #	Cap Imp NE Budget >\$49,999.99	Description	Estimated Project Cost	Outside Funding Source	Outside Funding %	Outside Funding Amount	City Share of Total Cost	Amount Bondable / Loanable
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 & Construction)	\$ 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. Stertil 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

Dept.	Account	Proposed CIP Ref #	Cap Imp NE Budget >\$49,999.99	Description	Estimated Project Cost	Outside Funding Source	Outside Funding %	Outside Funding Amount	City Share of Total Cost	Amount Bondable / Loanable
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(8) Facilities	\$ 315,000		0.0%	\$ -	\$ 315,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(9)	Yes (Col. B)	ST 24(9) Road Construction	\$ 210,000		0.0%	\$ -	\$ 210,000	\$ -
15 - Streets	7010 Street Improvements	ST 24(10)	Yes (Col. B)	ST 24(10) Signal Improvements	\$ 212,000		0.0%	\$ -	\$ 212,000	\$ 25,000
15 - Streets	7010 Street Improvements	ST 24(11)	No (Col. C)	ST 24(11) 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
Fund 20-Wastewater										
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
Other Funds										
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</u>		<u>Description</u>	<u>Estimated Project Cost</u>	<u>Outside Funding Source</u>	<u>Outside Funding %</u>	<u>Outside Funding Amount</u>	<u>City Share of Total Cost</u>	<u>Amount Bondable / Loanable</u>
			<u>NE Budget</u>	<u>>\$49,999.99</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 Project Cost	Outside Funding Source	Outside Funding %	Outside Funding Amount	City Share of Total Cost	Amount 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	\$ -
14 - Cemetery	7040 Park Improvement	FL 24(1)	Yes (Col. B)	Ford F250 standard cab FWD Diesel standard Package	\$ 65,000				\$ 65,000	\$ -
13 - Building Maintenance	7030 Facilities Improvements	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	\$ -
11 - Parks	7040 Park Improvement	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	\$ -
10 - Public Works	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	7020 Right of Way Improvements	PW 24(6)	Yes (Col. B)	American Heroes Park Amphitheater(Engineering & Construction)	\$ 650,000				\$ 650,000	\$ -
10 - Public Works	7110 Lease/Purchase - Vehicles	PW 24(5)	Yes (Col. B)	Metro Transit InterModel Study-Fort Crook Road	\$ 115,000	MAPA		\$ 90,000	\$ 25,000	\$ -
10 - Public Works	7100 Lease/Purchase - Equipment	PW 24(2)	Yes (Col. B)	Replace Dept Explorer with Full Size PU	\$ 70,000				\$ 70,000	\$ -
08 - Admin Services	7110 Lease/Purchase - Vehicles	PW 24(1)	Yes (Col. B)	Replace/Upgrade GPS Unit	\$ 50,000				\$ 50,000	\$ -
15 - Streets	7010 Street Improvements	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
		ST 24(8)	Yes (Col. B)	ST 24(9) Facilities	\$ 315,000				\$ 315,000	\$ -
Total - All Funds					\$ 5,353,000					
					\$ 72,574,000			\$ 7,599,800	\$ 64,974,200	\$ 50,000,000

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 5:30 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	<u>\$ 101,348,052.92</u>
2022-2023 Actual/Estimated Disbursements & Transfers	<u>\$ 106,085,299.46</u>
2023-2024 Proposed Budget of Disbursements & Transfers	<u>\$ 155,630,091.96</u>
2023-2024 Necessary Cash Reserve	<u>\$ 24,369,099.94</u>
2023-2024 Total Resources Available	<u>\$ 179,999,191.90</u>
Total 2023-2024 Personal & Real Property Tax Requirement	<u>\$ 34,414,880.46</u>
Unused Budget Authority Created For Next Year	<u>\$ 14,054,295.02</u>

Breakdown of Property Tax:

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

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 26th day of September 2023, at 5:30 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of setting the final tax request.

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

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>

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
<u>Total Property Tax Request</u>	<u>\$34,414,880.46</u>
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

City of Bellevue in Sarpy County

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
Parties to Agreement (Column 1)	Description (Column 3)	(Column 4)
Agreement Period (Column 2)		
Bellevue, Sarpy County	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	IT Services	\$ 116,813.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	800 MHZ System (E-911)	\$ -
Bellevue, Gretna, Papillion, LaVista, and Springfield	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	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	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	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	\$ -
Cities of Papillion and Bellevue (Fire Departments)	Purchase & Maintenance of records management hardware, software, training, travel & deployment	\$ -
Cities of Papillion and Bellevue (Fire Departments)	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	\$ -
Douglas County Sheriff's Office	Forensic Services	\$ -
Eastern Sarpy County Fire Protection District	To provide fire and rescue services	\$ -
Southern Sarpy Watershed Partnership	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	Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
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 Metropolitan 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 PMNRD)	
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)	\$ 32,500.00
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		Sarpy County	
SUBDIVISION NAME		COUNTY	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
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 appr'v'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 1-22 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	Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
MUD				MUD Water Main Extension	\$ 1,100,000.00

Page 4 of 4 Total \$ 1,100,000.00

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

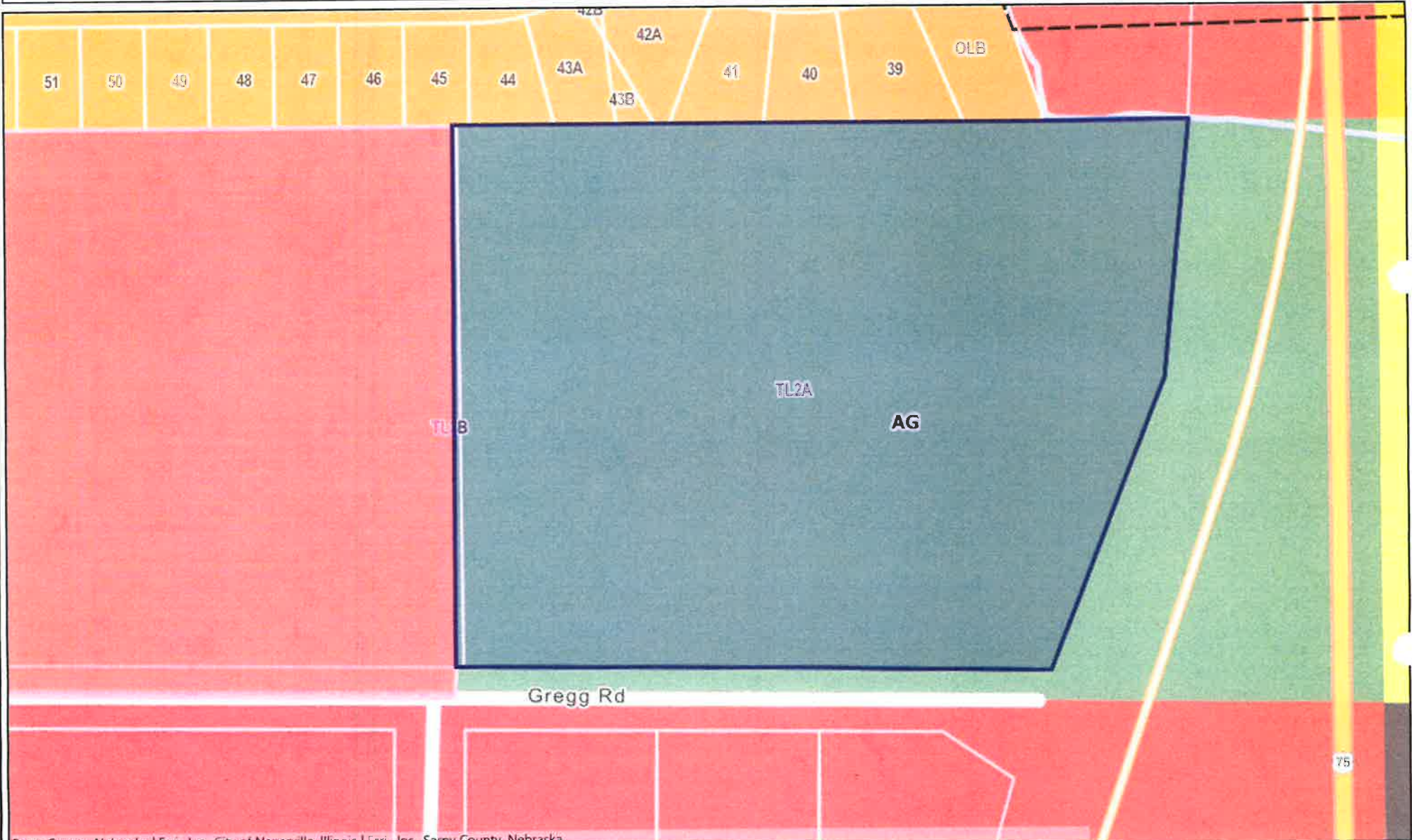
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Jeff Stoll, E & A Consulting Group received June 12, 2023
4. Site Plan received July 12, 2023
5. Landscaping Plan received July 12, 2023
6. Preliminary Plat received June 12, 2023
7. Final Plat received June 12, 2023

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

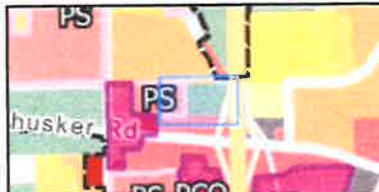


Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



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.

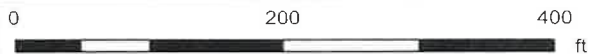


Notes





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

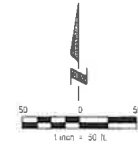
RECEIVED

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.

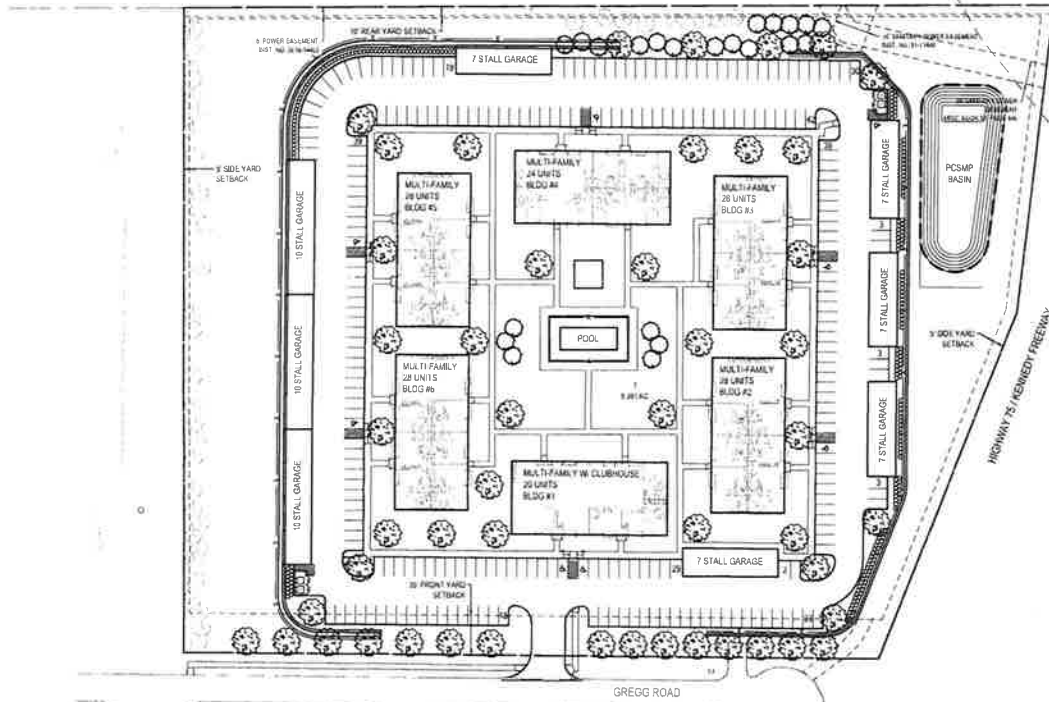
ZONING

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 DEADEND 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. Highway 100, Suite 100 • Omaha, NE 68134
 Phone: 402.935.4100 • Fax: 402.935.1979
 www.eandagroup.com



GREGG ROAD SUBDIVISION
 BELLEVUE, NEBRASKA

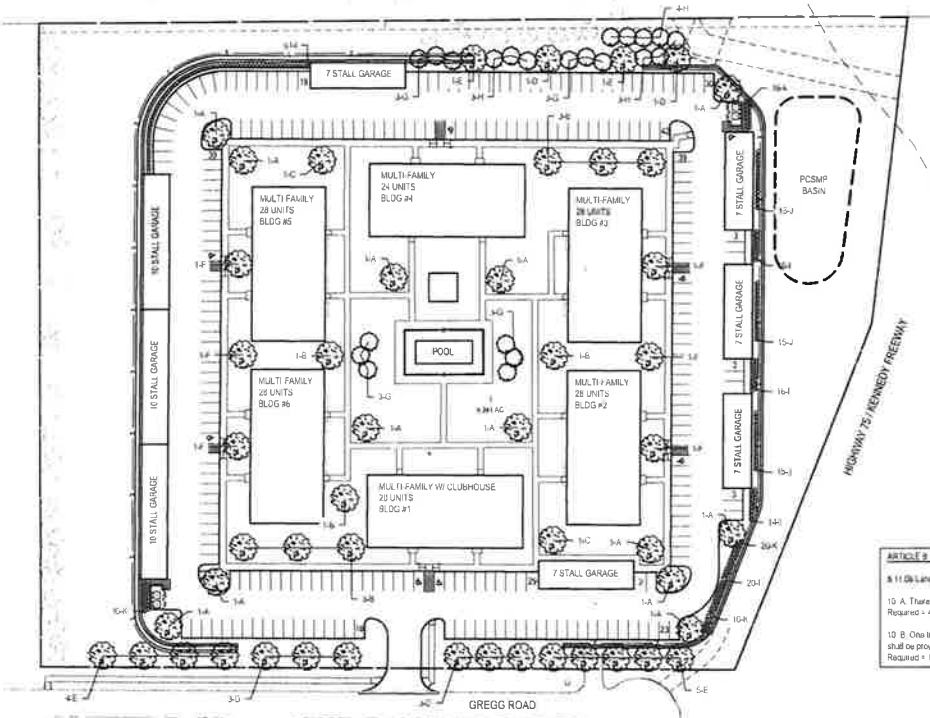
PLANNED SUBDIVISION
 SITE PLAN

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

RELEASED BY: 11/14/2023 10:00 AM BY: 11/14/2023 10:00 AM

RECEIVED

JUL 12 2023

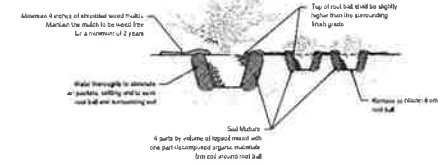


PLANT SCHEDULE

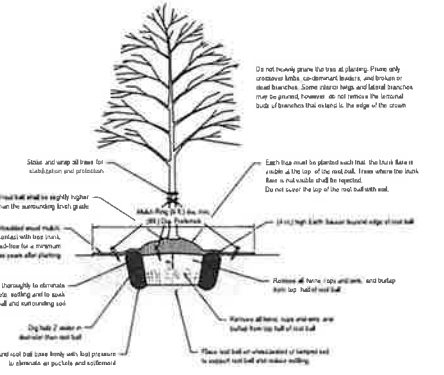
Table with columns: SYM, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE. Lists plants like Gladiolus, Acer, Quercus, Ginkgo, Picea, Juniperus, and Euonymus.

TREE NOTES: 1. Landscape contractor must coordinate with all utilities and general contractor to hold verify all utility locations... LEGEND: - Existing Trees to Remain (37).

ARTICLE 9 LANDSCAPING SCREENING AND FINISHING REGULATIONS 9.11 (b) Landscaping Design Criteria 10 A. There shall be 19 square feet of landscape area per parking stall... 10 B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of paved landscape area.



SHRUB & PERENNIAL PLANTING DETAIL NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE NOT TO SCALE

- LANDSCAPE NOTES: 1. Locate and verify the location of all underground utilities prior to the start of any construction... 2. All plant material shall be of good quality and sizes shall meet required post specifications... 3. 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...

- SEEDING NOTES: 1. Seeding shall be Superficial (no topsoil) lateral spread seed to be uniformly broadcasted... 2. Mowing shall be installed over all seeding areas... SODDING NOTES: 1. The contractor shall notify the architect at least 14 days in advance of the time he intends to begin sodding...

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services. GREGG ROAD SUBDIVISION BELLEVUE AREA. PLANNED SUBDIVISION LANDSCAPE PLAN. Includes project details and contact information.

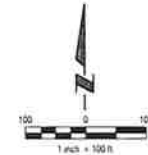
GREGG ROAD SUBDIVISION

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
- ⊙ FINE HYDRANT
- ⊙ UTILITY VALVE (WATER)
- ⊙ MANHOLE
- ⊙ FLARED END SECTION (SIZE NOTED)
- ⊙ CURB INLET
- ⊙ UTILITY VALVE (GAS)
- ▭ SIGN
- FENCE LINE
- GAS LINE
- WATER LINE
- DWP - DWP POWER LINE (OVERHEAD)
- UGP - UGP POWER LINE (UNDERGROUND)
- ST - ST COMMUNICATION LINE (TELEPHONE, TV)
- SS - SS SANITARY SEWER LINE
- ST - ST STORM SEWER LINE
- FO - FO FIBER OPTICS LINE
- DECEADUOUS 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

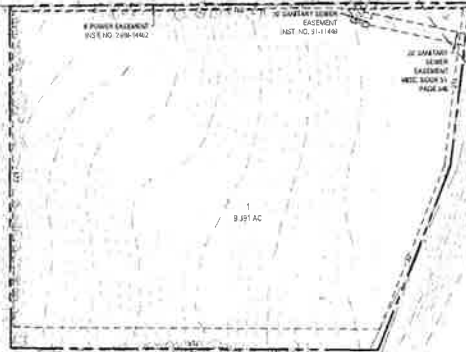
EXISTING AD
PROPOSED: RG-20-PS, LOT 1

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: 1/4
N8E 22.22 TO 0' IN NW1/4
NE 24.32 TO 0' IN NW1/4
E 23.72 TO 0' IN NW1/4
W 23.12 TO 0' IN NW1/4
NORTH EAST CORNER
OF THE NE1/4 OF THE NORTH
OF SEC. 27 T4N R13E
SARPY COUNTY, NE

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



RECEIVED
JUN 12 2023
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10000 148th Street, Suite 1007, Omaha, NE 68154
Phone: 402-491-1111 Fax: 402-491-1112
www.eagroup.com



GREGG ROAD SUBDIVISION
LOT 1
BELLVIEW, NEBRASKA

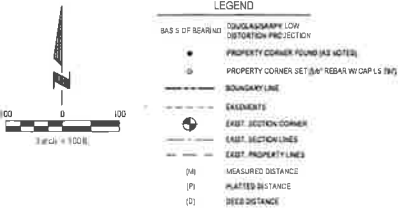
PRELIMINARY PLAN

Project No.	22020001	Date	06/12/2023
Designed By	AM	Checked By	AM
Scale	1" = 50'	Sheet No.	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 NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE 6TH P.M. SAPPY COUNTY, NEBRASKA.



DEDICATED:
 WHEREAS BY THESE PRESENTS THAT WE, GREGG & P, L.L.C., OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND ENCOMPASSED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE MAINTAINED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS GREGG ROAD SUBDIVISION, LOTS TO BE MAINTAINED AS SHOWN, AND WE SO HEREBY RATIFY AND APPROVE OF THE SUBDIVISION OF SAID PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT UNLIMITED AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE CHAIR PUBLIC POWER DISTRICT (CPPD), COKE COMMUNICATIONS, AND CRYSTAL WIRE ACROSS THE 10' FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES OF ALL LOTS, AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE CHAIR PUBLIC POWER DISTRICT (CPPD), COKE COMMUNICATIONS, AND CRYSTAL WIRE ACROSS THE 10' FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERMS EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE CERTAIN FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WHERE THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO AUTHORITY JURISDICTION TO INSTALL AND/OR BLACK HILLS ENERGY THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF CALL AND WATER ON, THROUGH, UNDER AND ABOVE A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGE OF ALL LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS, BUT THE SAME MAY BE USED FOR GARAGES, DRIVEL, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AGREED ON RIGHTS HEREIN GRANTED.

GREGG & P, L.L.C.
 WILLIAM J. DOUGLAS, MANAGER
 STATE OF NEBRASKA
 COUNTY OF _____
 ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND FOR SAID COUNTY, PERSONALLY CAIR WILLIAM J. DOUGLAS, MANAGER OF GREGG & P, L.L.C., WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION 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.

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 _____

NOTES:
 1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO USE RUSHMEYER FREEDAY FROM LOTS
 2. ALL DIMENSIONS SHOWN WITH BRACKET ARE FOR THE LOCATION OF EASEMENTS. REFER TO THE FINAL SUBDIVIDER RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.

SURVEYOR'S CERTIFICATION
 I, BRIAN L. NEVILL, 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 DESCRIBED 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 DOUGLASS RAMP LOW DIRECTION INDUCTION ALONG THE NORTH LINE OF SAID NE1/4 OF THE NW1/4 A DISTANCE OF 411.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEDAY, 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 FREEDAY ON THE FOLLOWING (2) COURSES: (1) THENCE S1/4 P1/4 TO A DISTANCE OF 174.11 FEET, (2) THENCE S1/4 P1/4 TO A DISTANCE OF 231.11 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF KENNEDY FREEDAY AND THE NORTHEAST RIGHT-OF-WAY LINE OF GREGG ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2A, THENCE N1/4 P1/4 TO A POINT SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 2B, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, GREGG COURT, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 27, THENCE N1/4 P1/4 TO A POINT 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 S1/4 P1/4 TO THE SOUTHWEST CORNER OF GREEN HEADINGS, A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST, THENCE N1/4 P1/4 TO A POINT SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 1, GREGG COURT, A DISTANCE OF 127.88 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 1, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1, GREGG COURT, ALSO BEING ON SAID NORTH LINE OF THE NW1/4 OF SECTION 27, THENCE S1/4 P1/4 TO THE SOUTHWEST CORNER OF GREEN HEADINGS, A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST, THENCE N1/4 P1/4 TO A POINT SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 1, GREGG COURT, A DISTANCE OF 127.88 FEET TO THE POINT OF BEGINNING.

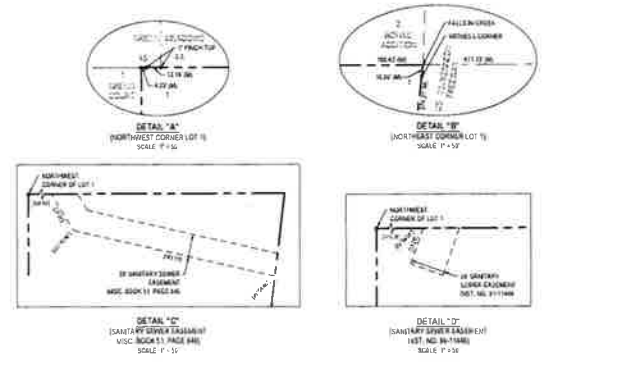
SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 268,940 SQUARE FEET OR 6.13 ACRES, MORE OR LESS.

BRIAN L. NEVILL (L.S. 1767) 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 _____, APPROVAL OF THIS FINAL PLAT SHALL BECOME FINAL AND VOID UNLESS BELIEVS FROM THE DATE OF CITY COUNCIL APPROVAL, IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED BY SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.
 VENDOR _____
 ATTEST _____

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 _____

SEAL BY SAPPY COUNTY PLANS DIVISION
 THIS PLAT ON GREGG ROAD SUBDIVISION WAS REVIEWED BY THE SAPPY COUNTY SURVEYORS OFFICE
 THIS _____ DAY OF _____, IN _____
 COUNTY SURVEYOR / ENGINEER _____



RO-20PS ZONING SETBACK TABLE (LOT 1)

FRONT YARD	15'
REAR YARD	10'
STREET SIDE YARD	5'
REAR YARD	10'

RECEIVED
 JUN 12 2023
 PLANNING DEPT.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1830 N. 10TH ST., SUITE 200, LINCOLN, NE 68502
 Phone: 402.333.8338 Fax: 402.333.2998
 www.eandagroup.com
 Brian L. Nevill, L.S. 1767



GREGG ROAD SUBDIVISION
 LOT 1
 BELLEVUE, NEBRASKA

FINAL PLAT

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

SEAL BY SAPPY COUNTY PLANS DIVISION

Drawn By	Checked By	Scale	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: _____

11b1.
9/19/2023

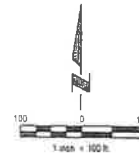
GREGG ROAD SUBDIVISION

LOT 1

A TRACT OF LAND BEING ALL OF TAX LOTS 28 AND 30, 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 DETICATED IN LEGEND MAY NOT APPEAR ON PLANS.

- BOUNDARY LINE
- EASEMENTS
- EXIST. SECTION CORNER
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- EXIST. EASEMENTS
- SETBACK LINE
- BULBHEAD
- POWER RISER
- POWER POLE
- GUY WIRE
- LIGHT POLE
- TELEPHONE RISER
- CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- FLARED END SECTION (SIZE 40R2)
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- FENCE LINE
- GAS LINE
- 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
- DECIDUOUS TREE

RG-20-PS ZONING SETBACK TABLE (LOT 1)	
FRONT YARD	35'
INTERIOR SIDE YARD	0'
STREET SIDE YARD	10'
REAR YARD	10'

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF TAX LOTS 28 AND 30, 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 409,023 SQUARE FEET OR 9.381 ACRES, MORE OR LESS.

OWNER/DEVELOPER

OREGON & T LLC
2108 CEDARLAND DRIVE, SUITE 108
ELMHORN, NE 68022

ZONING

EXISTING: AD
PROPOSED: RG-20-PS LDT1

NOTES

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

EXISTING CORNER HAS
RANGE 10.25' TO 10.25' (IN)
RANGE 10.25' TO 10.25' (IN)
E. 25.125' TO 10' WIDE IN POWER POLE
20' TO 15' TO 10' WIDE IN W/ STRUCTURE
NORTHWEST CORNER
OF THE NE1/4 OF THE NW1/4 OF
SECTION 27, TOWNSHIP 14
(2ND BEAR)

EDGE A
AS HAS BE RETURNED
TO BE OUTSIDE THE
8' MINIMUM CHANCE
FLOOD AREA

EDGE B
AREAS OF 6.0' MINIMUM
CHANCE FLOOD AREAS
OF 10' MINIMUM CHANCE
FLOOD WITH AVERAGE
DEPTH OF LESS THAN
1 FOOT OR WITH
EQUIVALENT AREAS LESS
THAN 1 SQUARE FOOT
AND AREAS
PROTECTED BY LEVELS
FROM 10' MINIMUM
CHANCE FLOOD

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JUN 12 2023
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10000 Valley View Lane, Suite 100 • Omaha, NE, 68154
Phone: (402) 491-1234 • Fax: (402) 491-1235
www.ea19.com
SIN 11E-C-0001-01-Multimedia (1/4/2008)



GREGG ROAD SUBDIVISION
LOT 1
MAY 12, 2023

PRELIMINARY PLAN

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	05/12/23	JM
2	REVISION	05/12/23	JM
3	REVISION	05/12/23	JM
4	REVISION	05/12/23	JM
5	REVISION	05/12/23	JM
6	REVISION	05/12/23	JM
7	REVISION	05/12/23	JM
8	REVISION	05/12/23	JM
9	REVISION	05/12/23	JM
10	REVISION	05/12/23	JM

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c. and 11c1.
9/19/2023

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?: 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 have recommended approval of this application.

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Rezoning Ordinance No. 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: _____

Tammi Palm

[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

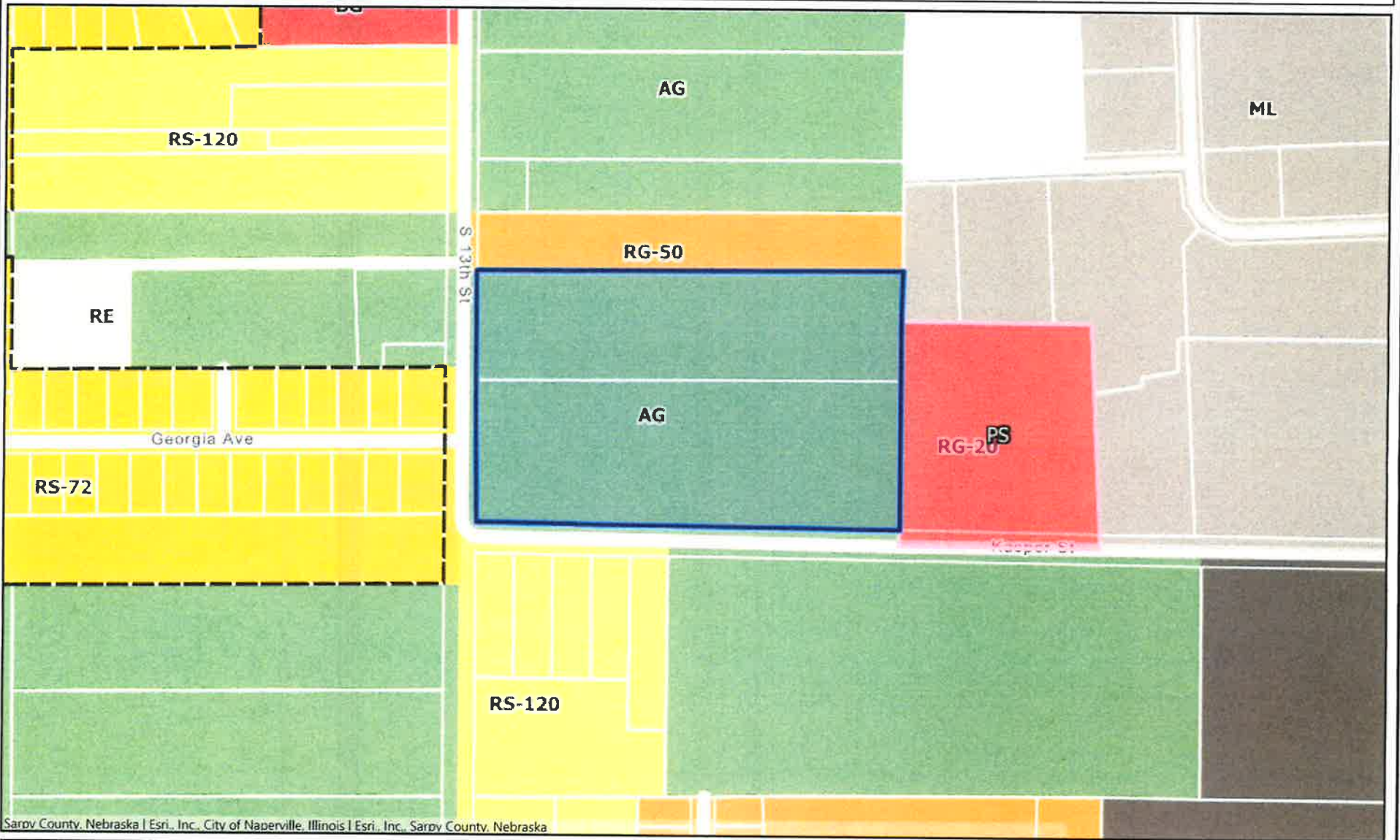
VII. COPIES OF REPORT TO:

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.

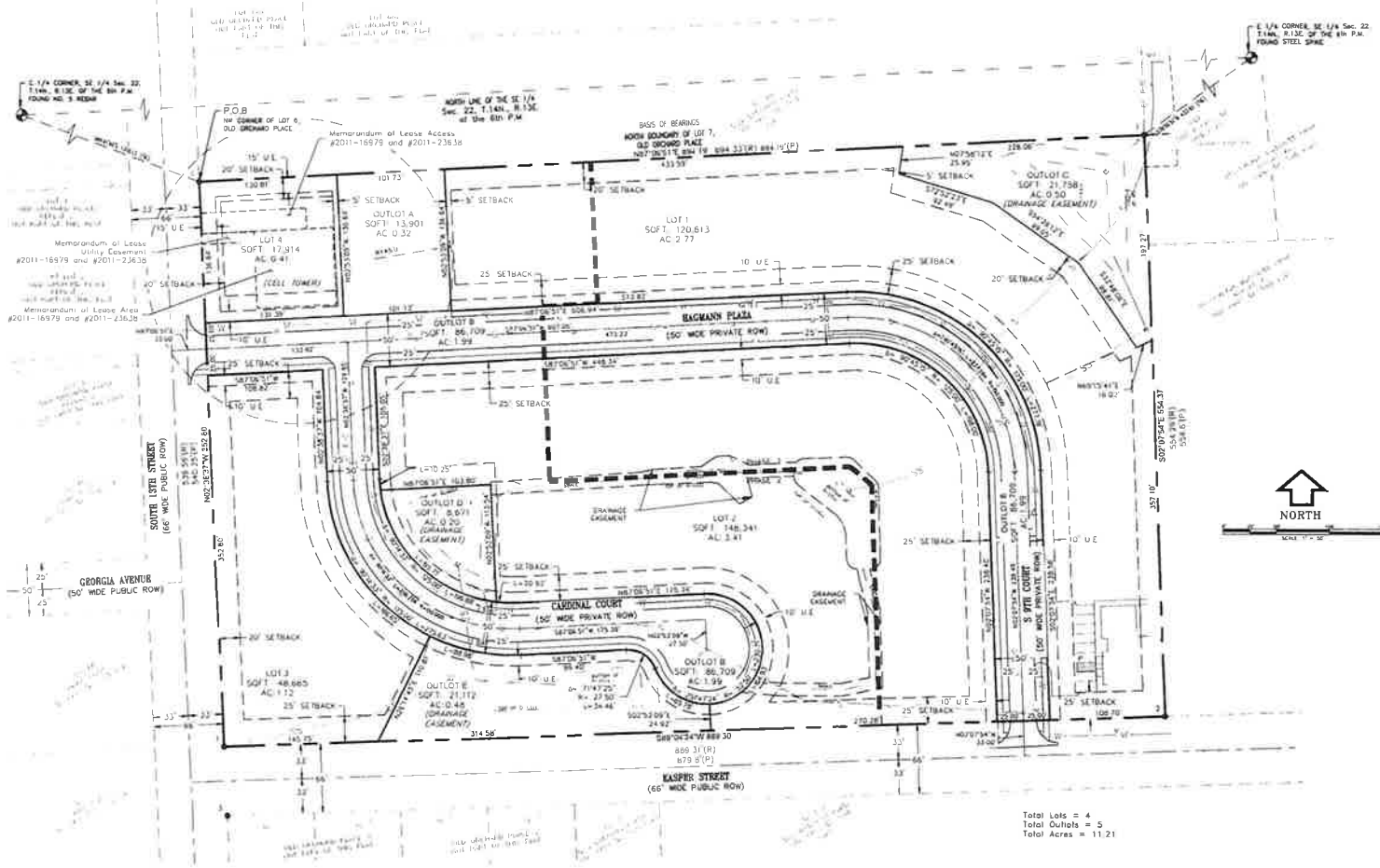
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JUL 17 2023

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



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 LOCATION: BELLEVUE, NEBRASKA	DRAWN BY: WSR SCALE: 1" = 50' DATE: 01/09/2023 JOB NUMBER: 221054	
CHECKED BY: LLL/MPS SHEET 1 OF 7		601 OLD CHENEY RD., SUITE "A" LINCOLN, NEBRASKA 68512 (402) 484-7342 • SURVEYING • PLANNING • ARCHITECTURE • LAND SURVEYING • ANCHORAGE

RECEIVED

JUL 17 2023

PLANNING DEPT.

CARDINAL COMMONS PRELIMINARY PLAT

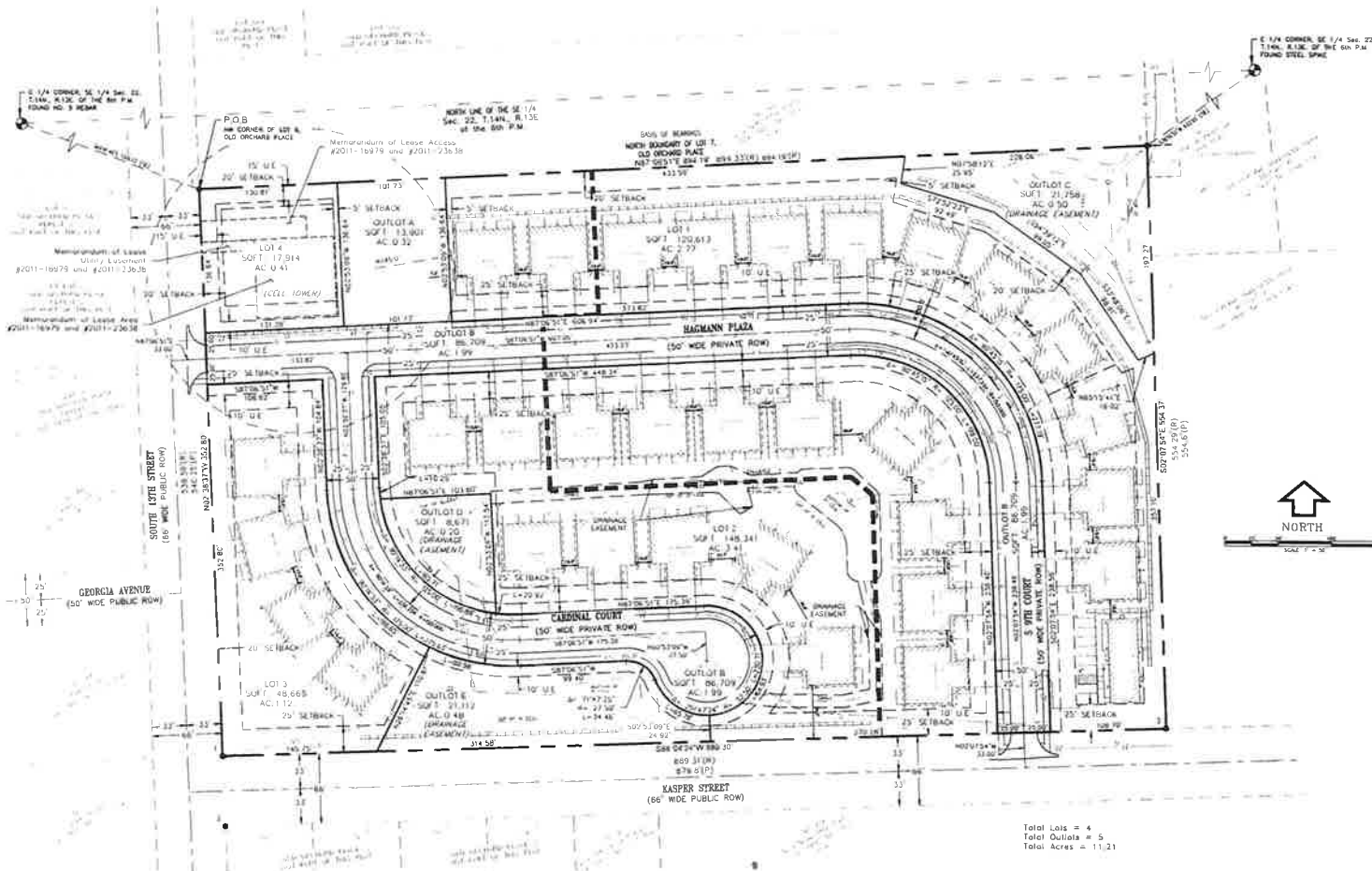
LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP
1"=100'

SHEET LEGEND

- COVER & PROPOSED LAYOUT 1/2" = 1'
- PROPOSED GRADING 1/4" = 1'
- PROPOSED UTILITIES 1/4" = 1'
- STREET PROFILE (HAGMANN PL. & S. 13TH ST.) 1/4" = 1'
- STREET PROFILE (CARDINAL CT.) 1/4" = 1'
- EROSION / SEDIMENT CONTROL 1/4" = 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:
 EYLE L. COPE
 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



Section Corner Ties
 E 1/4 Corner of Sec. 22, T14N, R13E
 Find SURVEY MARK: Steel Spike in Asphalt
 N56W44.63 Find 20 ft Hole in East Face of Manhole
 W46W 60.81 Find Nail and Washer in Top of Curb
 N44 4.00 Find Nail and Washer in Top of Curb
 C 1/4 Corner of Sec. 22, T14N, R13E
 Find No. 3 Rebar
 N 48.50 Find 4" Open Top pipe
 S 49.50 Find 30" Fiberglass
 SW 1/4 11 Find "X" Nail in East Face of P.P. 10 to A.S.

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		
JOB NAME: CARDINAL COMMONS LOCATION: BELLEVUE/CARDINAL	DRAWN BY: NCH SCALE: 1"=30' DATE: 06/08/2023 JOB NUMBER: 221054	
CHECKED BY: LLL/PJP SHEET 1 OF 7		601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 402.484.7342 • ENGINEERING • 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
JUL 17 2023

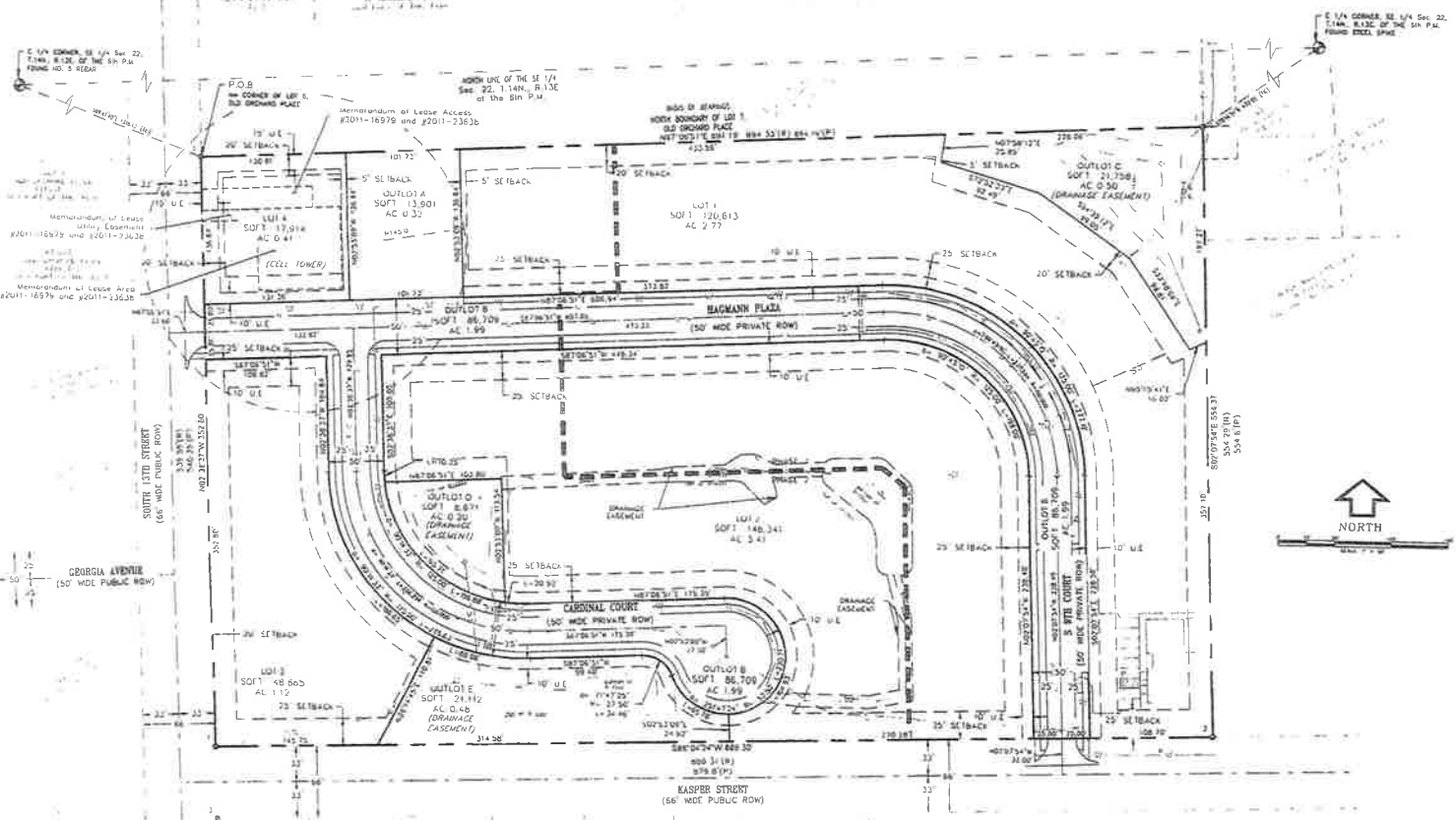
11c1.
9/19/2023

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



HEET LEGEND:
 2/8" & 3/8" (10/16) LAYOUT
 1/8" (2/16) GRAPHIC
 1/8" (2/16) ANNOTATION
 1/8" (2/16) PROFILE (MAGNIFY 1" = 5' 0" C.T.)
 1/8" (2/16) PROFILE (MAGNIFY 1" = 5' 0" C.T.)
 1/8" (2/16) PROFILE (MAGNIFY 1" = 5' 0" C.T.)
 1/8" (2/16) PROFILE (MAGNIFY 1" = 5' 0" C.T.)



ZONING INFORMATION
 CURRENT ZONING D1 - 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 LEANING ASH
 LINCOLN, NE 68505

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

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



Section Corner Ties
 1. 1/4" Corner of Sec. 20, T.14N. R.13E.
 2. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 3. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 4. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 5. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 6. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 7. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.
 8. 1/4" Corner of Sec. 22, T.14N. R.13E. in Asphlt.

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

MONUMENT SYMBOL LEGEND

1. FOUND CAPPED NAIL WITH 1-1/4" PLASTIC CAP STAMPED "LS 476"
2. FOUND 1-1/2" PIP
3. FOUND 1" PINNED PIPE
4. RECORD PLS. IN G. 807-036
5. RECORD PER OLD ORCHARD PLACE WIDE OUTLOT B IS AN ACCESS EASEMENT IN IT INTERV.

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. RETAINING WALLS ARE ALLOWED WITHIN PROPOSED OUTLOTS

COVER & PROPOSED LAYOUT

REGA ENGINEERING GROUP, INC. 801 OLD CHENEY RD. SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE		<p>REGA ENGINEERING 801 OLD CHENEY RD. SUITE A LINCOLN, NEBRASKA 68512 402-484-7342</p>
JOB NAME: CARDINAL COMMONS	DRAWN BY: NCR CHECKED BY: ALL/PJH SCALE: 1" = 50' DATE: 06/16/2023 JOB NUMBER: 221054 LOCATION: BELLVUE, NEBRASKA	
SHEET 1 OF 7		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
9/19/2023

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.
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

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

12b.
9/19/2023

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:

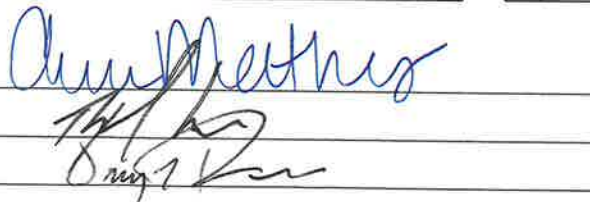
1. <input type="text" value="Ordinance No. 4131 - REDLINE"/>	2. <input type="text" value="Ordinance No. 4131 - CLEAN COPY"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

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. 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

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
9/19/2023

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 144, Nob Hill, from BG to RS-84, for the purpose of an existing single family residence. Applicants: David and Debra Rospieski. 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:

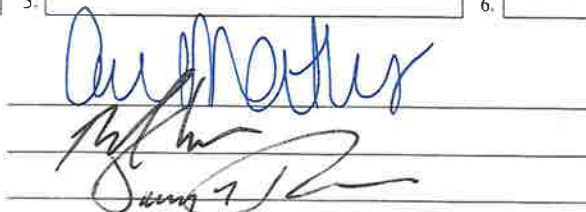
1. PC Recommendation	2. Staff Report	3. Ord. No. 4132
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



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:

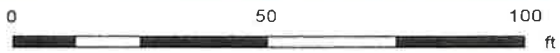
1. Davie and Debora Rospieski
2. Pat Sullivan
3. Public Upon Request


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

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 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

12d.
9/19/2023

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:

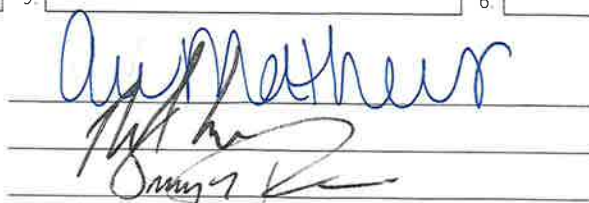
1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4133"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

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

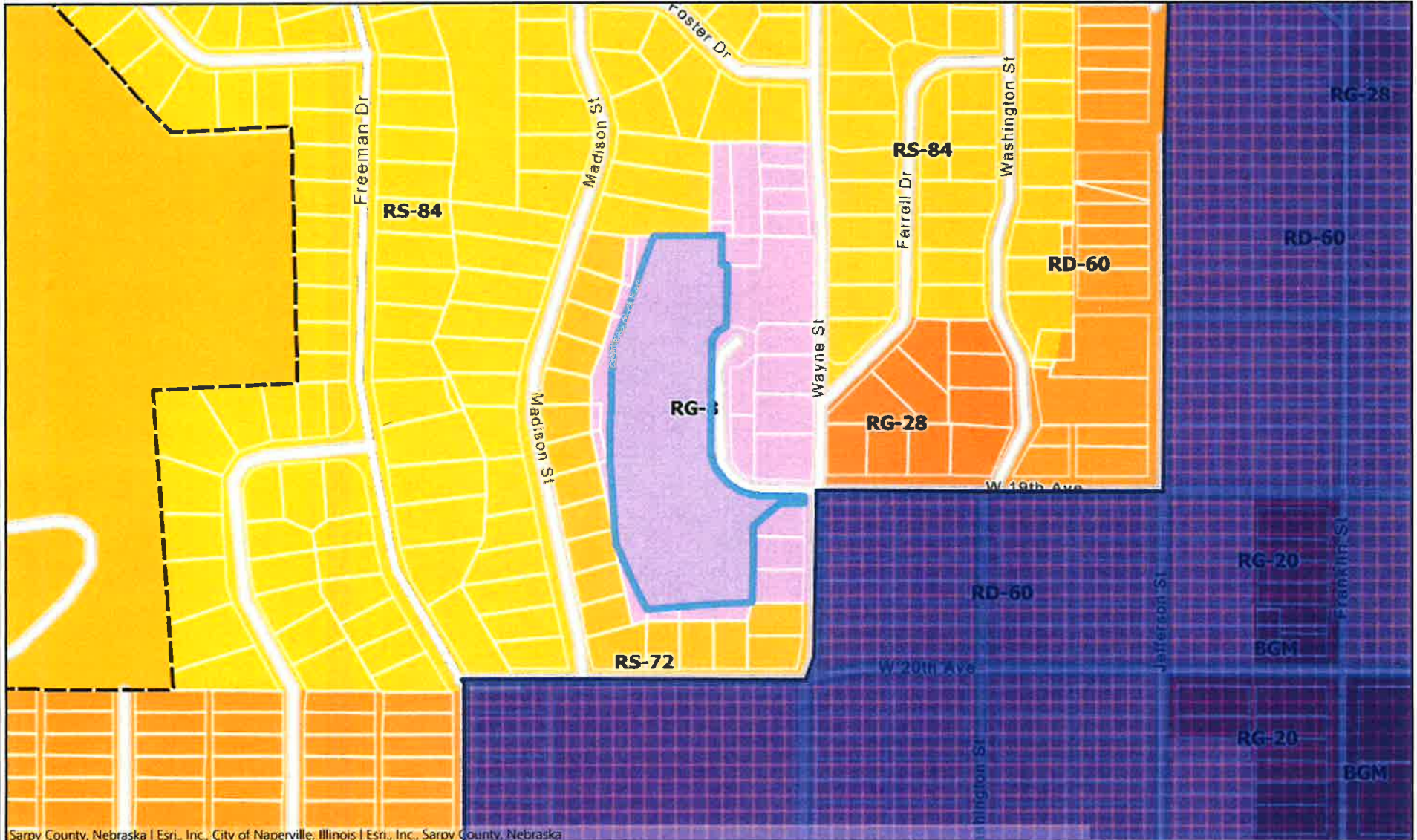
1. Zoning/Vicinity Map
2. 2022 GIS aerial photo of the property
3. Site plan received August 15, 2023
4. Landscape plan received August 11, 2023
5. Zoning justification letter received August 11, 2023

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

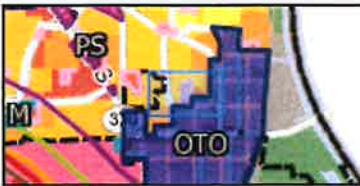


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



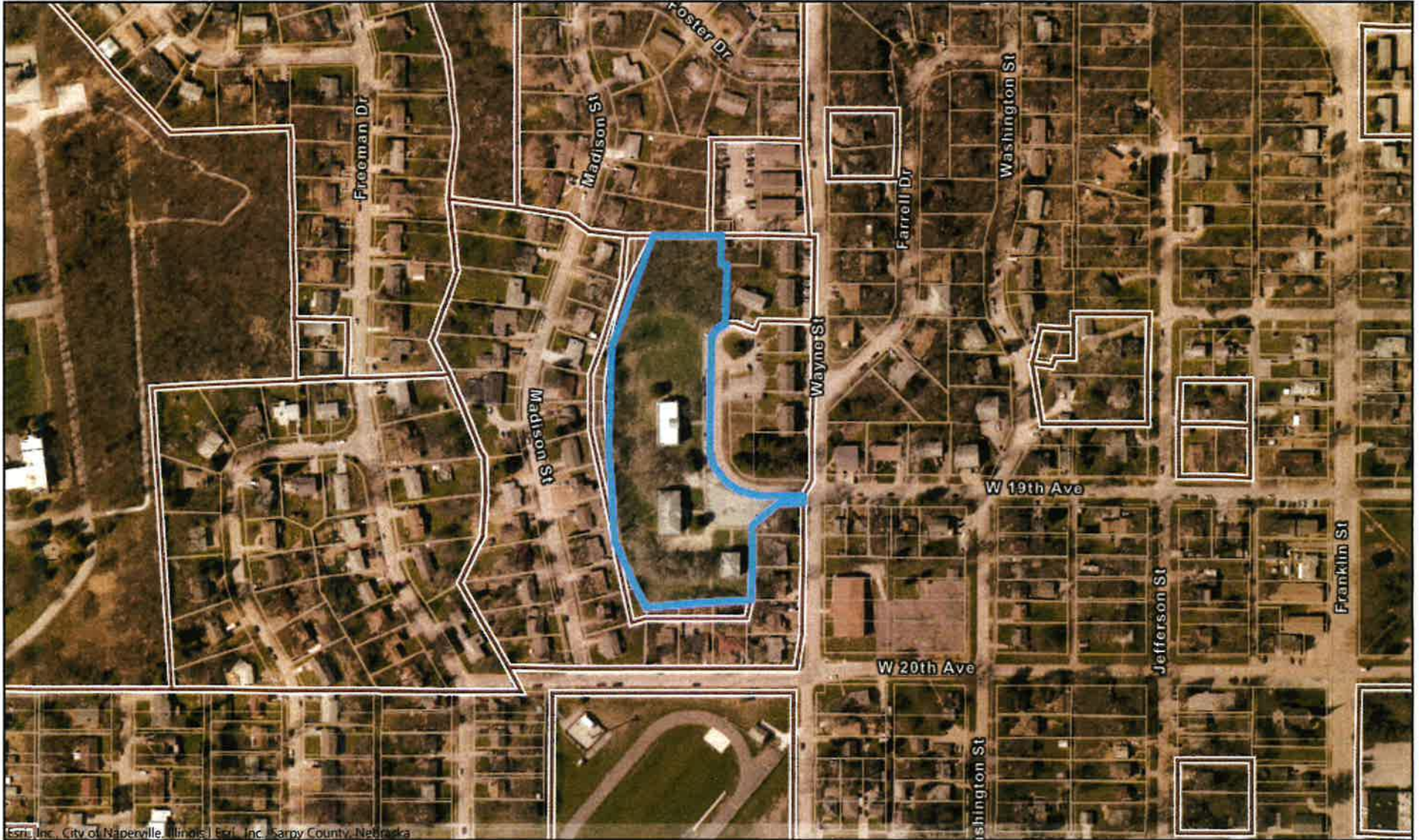
Map Scale 1: 4514

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Notes





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



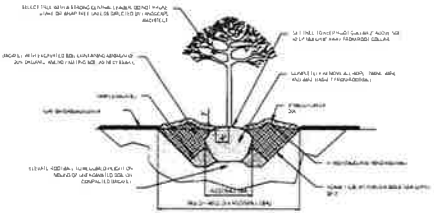
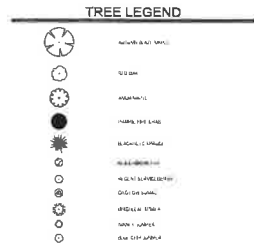
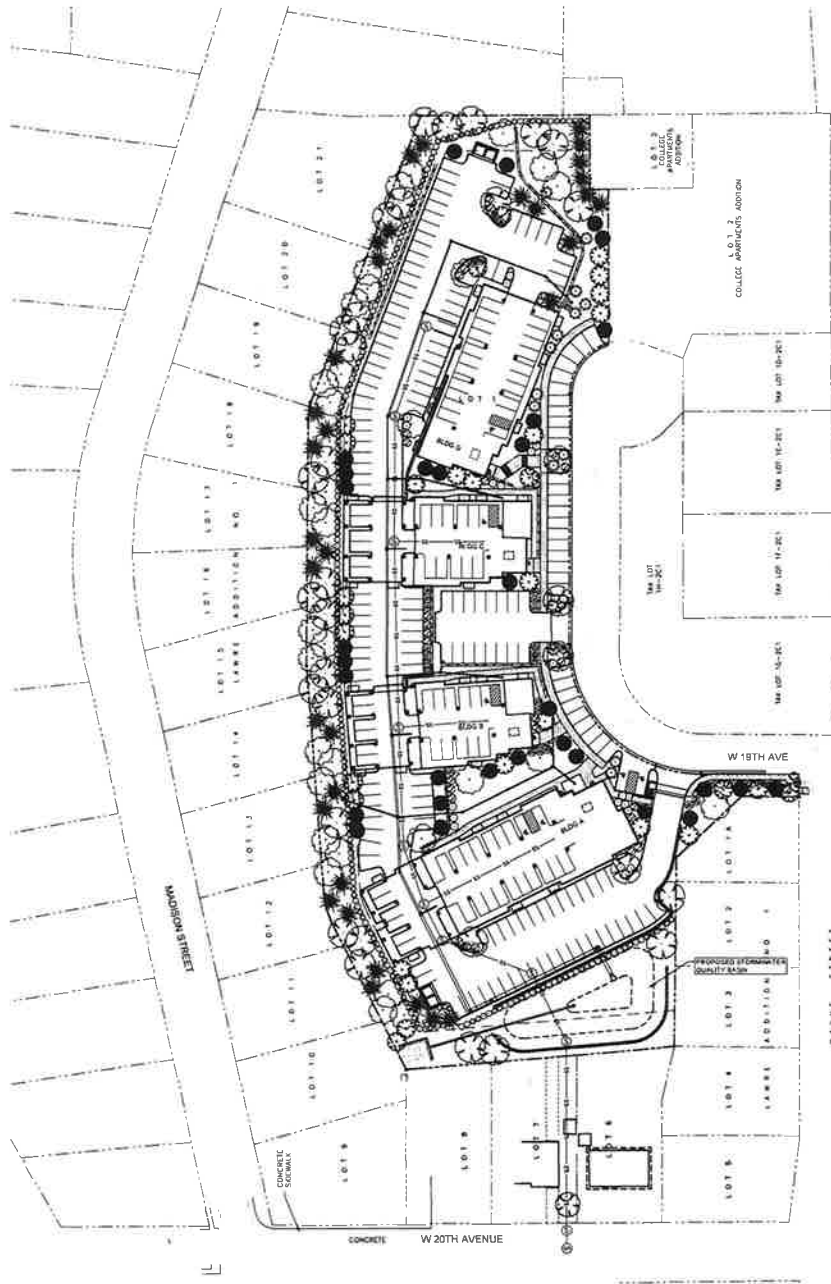
Map Scale 1: 4514

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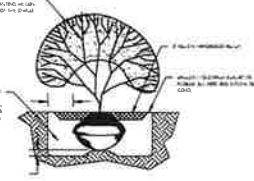


Notes



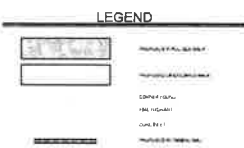


- NOTES:**
- SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CONTAIN 20% ORGANIC MATERIAL.
 - PLANTING STAGES:
 - ARRANGE BOTTOM THIRD OF BACKFILL, SOPE AND TRIM.
 - BURY TREE AND PLUMB. TAMP BACKFILL TO STABILIZE.
 - COMPLETE REMOVAL OF ALL WIRE, HOPE, AND TRINE.
 - DRYER BACKFILL AND WATER.
 - STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA SHALL BE DONE IN TWO STAGES:
 - EXCAVATION OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
 - FINAL INSTALLATION AFTER PLANTING AND BACKFILLING.



- LANDSCAPE CALCULATIONS:**
- BUFFERYARD CALCULATIONS**
 - 39.77 BUFFERYARD
 - CONFEROUS SHRUBS AT 3 FEET O.C.
 - 1 DECIDUOUS OR CONIFEROUS TREE PER 30 L.F. OF BUFFERYARD
 - 134 L.F. = 11 TREES (10 L.F.) + 23 DECIDUOUS OR CONIFEROUS TREES
 - 23 DECIDUOUS TREES PROVIDED
 - SECTION A.12.02**
 - MULTIFAMILY DEVELOPMENT REQUIREMENT PER TWO DWELLING UNITS
 - 1 DECIDUOUS OR CONIFEROUS TREE OR
 - 2 ORNAMENTAL TREES AND 3 SHRUBS
 - 140 DWELLING UNITS = 11 LANDSCAPE UNIT (3 DWELLING UNITS) = 84 LANDSCAPE UNITS
 - 23 DECIDUOUS TREES AND 28 CONIFEROUS TREES + 80 LANDSCAPE UNITS PROVIDED
 - 48 ORNAMENTAL TREES AND 72 SHRUBS + 24 LANDSCAPE UNITS PROVIDED
 - STREET YARD LANDSCAPING**
 - 1 DECIDUOUS TREE OR ORNAMENTAL TREE AND 3 SHRUBS PER 40 L.F. OF STREET FRONTAGE
 - LAWN OR
 - 240 L.F. OF LANDSCAPE UNIT (40 L.F.) = 12 LANDSCAPE UNITS
 - 13 ORNAMENTAL TREES AND 39 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 STALL = 4015.75 L.F. REQUIRED
 - 1 TREE PER 40 L.F. OF LANDSCAPED AREA AS CALCULATED ABOVE
 - 4015.75 L.F. / 40 L.F. = 100 TREES (100 L.F.) + 10 TREES
 - 10 DECIDUOUS TREES AND 6 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	B&B	7' CAL.	AS SHOWN	35'	45'
33	QUERCUS RUBRUM	RED OAK	B&B	7' CAL.	AS SHOWN	50'	60'
UNDERSTORY ORNAMENTAL							
30	ACER GINNALA	AMUR MAPLE	B&B	7' CAL.	AS SHOWN	30'	35'
31	MALUS & PRAIRIEPIRE	RAIRIEPIRE CRAB	B&B	2' CAL.	AS SHOWN	15'	20'
CONIFEROUS TREE							
34	PICEA GLAUCA DENSATA	BLACKHILLS SPRUCE	B&B	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 LOW'	GRD LOW SUMAC	CONT.	3 GAL.	14" O.C.	3'	5'
16	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.	8' O.C.	5'	7'



Elevate Lofts of Bellevue
 Bellevue, Nebraska

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 Date: August 7, 2023
 Project Number: 12-004
 Revisions:

No.	Description	Date



Nebraska

TD2 thompson, dressen & 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

14a.
9/19/2023

COUNCIL MEETING DATE: September 19, 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 final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place; and approval of the Cardinal Commons Addition Subdivision Agreement. Applicant: Excel Development Group. General Location: South 13th Street and Kasper Street.

SYNOPSIS/BACKGROUND:

Connor Menard, on behalf of Excel Development Group, has submitted a request to final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition for construction of an affordable senior housing development. The final plat is in conformance with the approved preliminary plat. In conjunction with the final plat, the applicant is also requesting approval of the Subdivision Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Cardinal Commons Addition Subdivision 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:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Excel Development Group

CASE #: S-2306-10

CITY COUNCIL HEARING DATE: September 19, 2023

REQUEST: to final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition being a replat of Lots 7 and 8, Old Orchard Place, and approval of the Cardinal Commons Subdivision Agreement.

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 preliminary plat.

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: S-2306-10

FOR HEARING OF:

REPORT #1: August 24, 2023

REPORT #2: September 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNERS:

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 6, and Outlots A through F, Cardinal Commons Addition, being a replat of Lots 7 and 8, Old Orchard Place, located in the Southeast $\frac{1}{4}$ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition
2. Approve the Cardinal Commons Addition Subdivision Agreement

F. EXISTING ZONING AND LAND USE:

AG/Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a final plat to enable 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 was most recently developed with a single-family residence constructed in 1928, along with several outbuildings that have since been demolished. Currently, 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-PS and ML
- 3. **South:** Single-Family Residential and Agricultural/RS-120 and AG
- 4. **West:** Single Family Residential, RS-72 and AG

C. RELEVANT 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.
- 3. On August 24, 2023, the Planning Commission recommended approval for a request to final plat Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition, 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.

D. APPLICABLE REGULATIONS:

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. 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 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 private streets at two points: 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 to final Lots 1 through 6, and Outlots A through F, Cardinal Commons Addition.
2. RG-28-PS zoning was requested for the development and will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Planning Director, Sarpy County Public Works, 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.

Public Works Engineer Matt Knight requested technical revisions to the plat. All comments have since been satisfied by the applicant's engineer.

Sarpy County Public Works Surveyor Jeremy Bender had minor technical comments pertaining to the plat. The applicant's engineer has since made the necessary revisions.

No other comments were received on this case.

4. The final plat is in general conformance with the approved preliminary plat. Minor interior adjustments were made to the lot configuration to accommodate development phasing. This does not change the overall plat or development.

5. The developer owes \$9,520 in park development fees, which will need to be paid prior to the filing of the final plat.

6. The Subdivision Agreement has been reviewed by the City Attorney.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

Approval based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

Approval based upon conformance with the preliminary plat.

VI. ATTACHMENTS TO REPORT

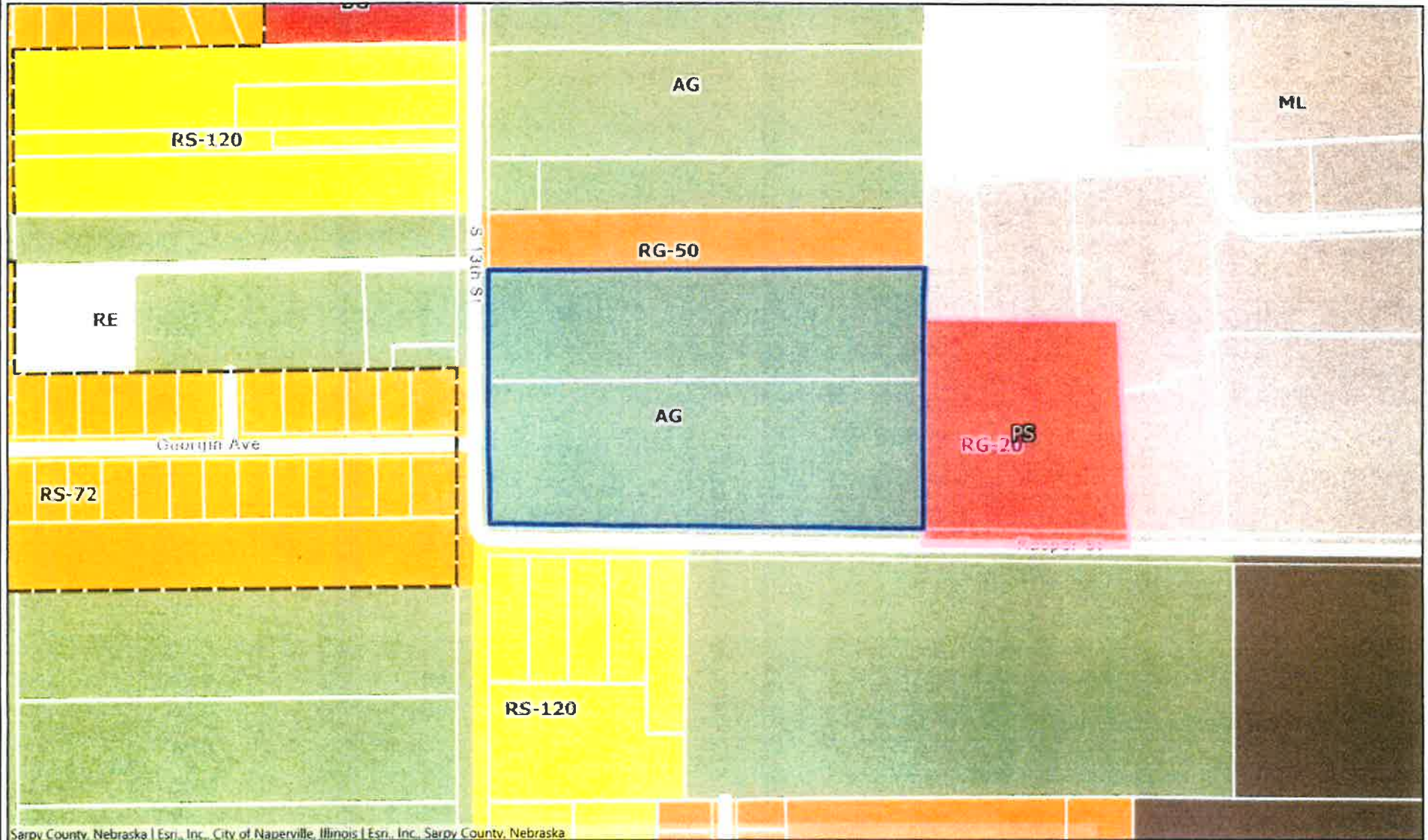
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Final plat received August 14, 2023
4. Subdivision Agreement

VII. COPIES OF REPORT TO:

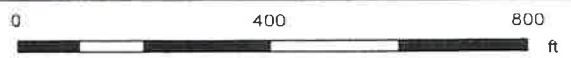
1. Excel Development Group
2. REGA Engineering
3. Cline Williams
4. Linda Lee
5. Public Upon Request


Assistant Planning Manager:


Planning Director Date of Report



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



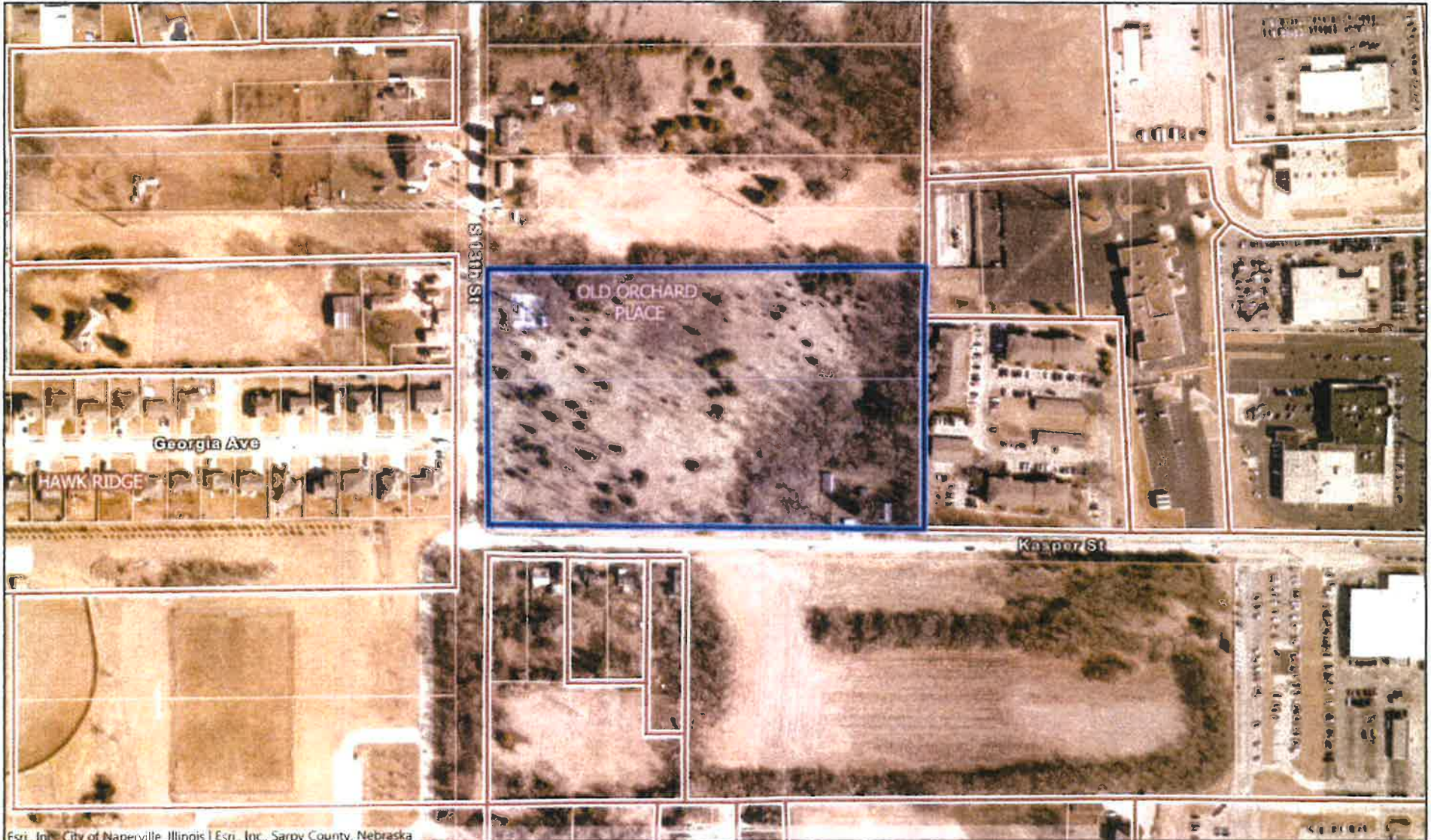
Map Scale 1: 4514

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

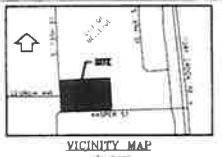


RECEIVED
AUG 14 2023

PLANNING DEPT.
ACKNOWLEDGE OF NOTARY

CARDINAL COMMONS ADDITION

LOTS 1-6 INCLUSIVE & OUTLOTS "A"- "F" INCLUSIVE
A REPLAT OF LOTS 7 & 8, OLD ORCHARD PLACE
SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



LEGAL DESCRIPTION OF FINAL PLAT
A PARCEL OF LAND BEING ALL OF LOTS 7 & 8, OLD ORCHARD PLACE, LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING AT THE NORTHWEST CORNER OF SAID LOT 7:
THENCE ON THE NORTH LINE OF SAID LOT 7 N87°28'17" W, 804.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALL BEARINGS HEREON ARE RELATIVE HEREON
THENCE ON THE EAST LINE OF SAID LOTS 7 & 8: S02°07'54"E, 554.37 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8
THENCE ON THE SOUTH LINE OF SAID LOT 8: S88°04'24"W, 889.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6
THENCE ON THE WEST LINE OF SAID LOTS 7 & 8: N02°38'37"W, 538.44 FEET TO THE POINT OF BEGINNING
CONTAINING A CALCULATED AREA OF 487,863 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 RECORDING 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.

OWNERS CERTIFICATION:

WE, THE UNDERSIGNED EXCEL HOLDINGS, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAD, 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 OTHERWISE.
LOCATION, USE AND WIDTH OF ALL REQUIRED EASEMENTS, PERPETUAL EASEMENTS SHALL BE GRANTED TO OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS AND CENTURION ACROSS THE EASEMENTS SHOWN HEREIN. THE SUBDIVISION SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT (MUD) AND/OR BLACK HILLS ENERGY FROM SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPAIR PERMITS, OPERATE AND OTHER RELATED FACILITIES AND TO EXTEND INTERCON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER, AND ACROSS A TEN (10) FOOT WIDE STRIP OF LAND ADJUTING ALL OVERLAP, SAC STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE ABOVE OR RIGHTS HEREIN 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
WESLEY B. WILHELM, PRESIDENT

Curve #	Length	Radius	Chord	Chord Direction	Chord Length
1	15.11	54.53	48.2821	N63.01 W 18.2	15.05
2	22.91	80.62	89.2728	N49.01 W 13.34	22.30
3	17.42	60.00	69.2448	N29.01 W 20.39	16.87
4	18.48	60.00	67.3648	N25.12 W 28.39	17.52
5	24.74	30.00	79.5528	N02.33 W 28.28	23.21
6	15.74	50.00	45.0810	S09.34 W 24.8	15.28
7	19.75	30.00	67.5828	S01.16 W 20.0	19.24
8	29.33	10.00	89.4104	S49.32 W 24.9	29.81

ON THIS DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED QUALIFIED FOR AND RESIDING IN SARPY COUNTY, NEBRASKA, PERSONALLY CAME _____, PRESIDENT OF EXCEL HOLDINGS, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL 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 ENCASED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER _____ DATE _____

REVIEW OF SARPY COUNTY ENGINEER/SURVEYOR

THIS FINAL 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

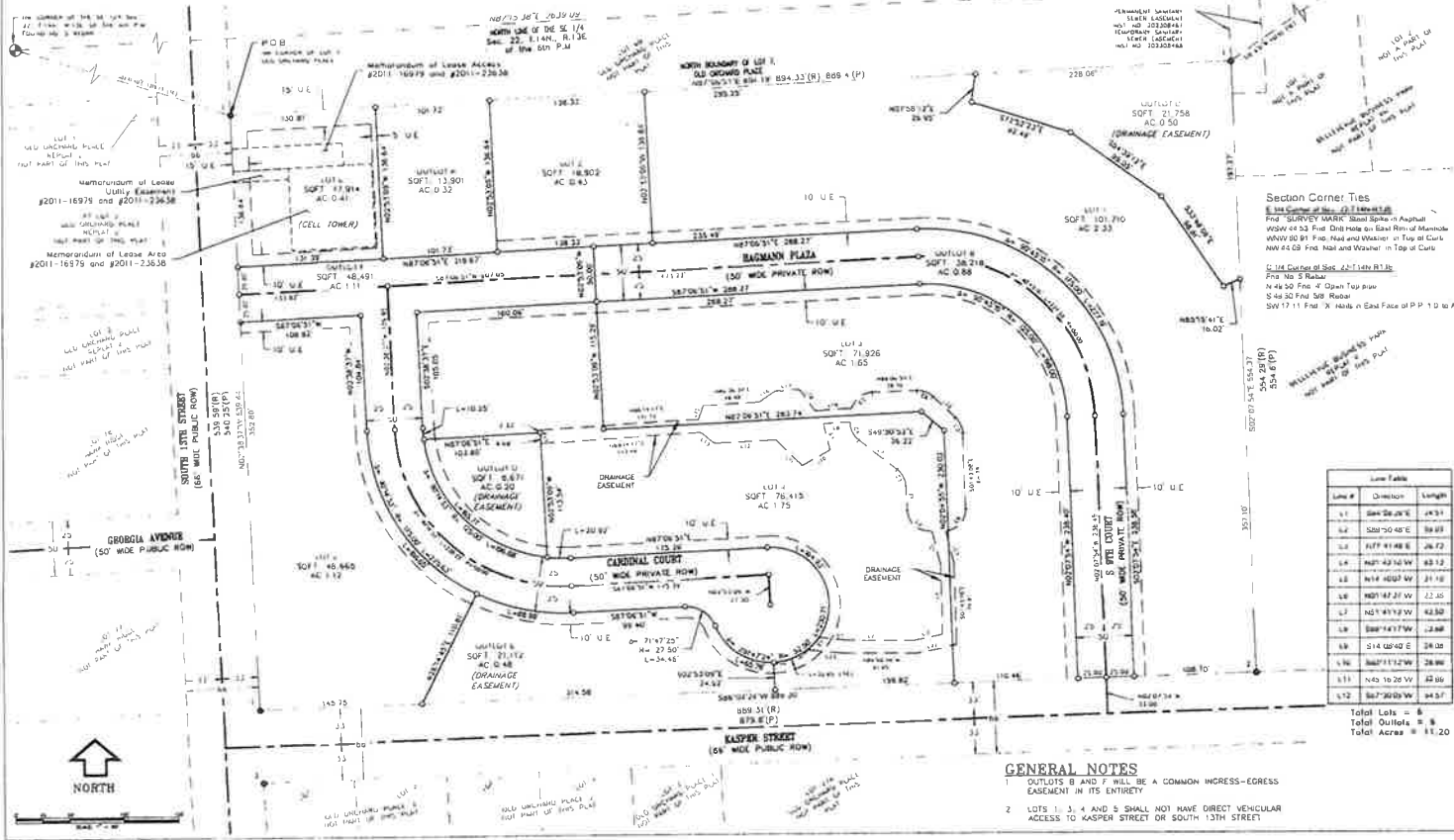
THIS FINAL PLAT OF CARDINAL COMMONS ADDITION WAS APPROVED BY THE CITY COUNCIL OF THE PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

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.

WATSON
ATTEST: CITY CLERK



Section Corner: Ties
S 1/4 Corner of Sec. 22, T.14N., R.13E.
Prod. SURVEY MARK: 3/4" Iron Spike in Asphalt
WSW 1/4 Sec. 22, 1/4 Mile on East Rim of Mainline
W 1/2 Sec. 22, 1/4 Mile on West Side of Top of Curve
NW 1/4 Sec. 22, 1/4 Mile on West Side of Top of Curve
S 1/4 Corner of Sec. 22, T.14N., R.13E.
Prod. No. 5 Rubber
N 48.30 Feet of Open Top pipe
S 48.30 Feet 5/8" Rubber
SW 1/4 Sec. 22, 1/4 Mile on East Face of P.P. 10 to A.G.

Curve #	Chord	Length	Curve #	Chord	Length
1	48.28	15.11	17	45.08	15.74
2	89.27	22.91	18	45.08	15.74
3	69.24	17.42	19	45.08	15.74
4	67.36	18.48	20	45.08	15.74
5	79.55	24.74	21	45.08	15.74
6	45.08	15.74	22	45.08	15.74
7	67.58	19.75	23	45.08	15.74
8	89.41	29.33	24	45.08	15.74
9	89.41	29.33	25	45.08	15.74
10	89.41	29.33	26	45.08	15.74
11	89.41	29.33	27	45.08	15.74
12	89.41	29.33	28	45.08	15.74

MONUMENT SYMBOL LEGEND

- 1 SET (3/4"x24" Box w/ 1.5 3/16 Copper)
 - 2 FOUND CORNER BEARS WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"
 - 3 FOUND 1-1/2" PIPE
 - 4 FOUND 1" FINCHED PIPE
 - 5 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

GENERAL NOTES

- OUTLOTS B AND F WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY.
- LOTS 1, 3, 4 AND 5 SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO KASPER STREET OR SOUTH 13TH STREET.

REGA ENGINEERING GROUP, INC.
501 OLD LENEY RD
SUITE A
LINCOLN, NE 68512
402-464-7342 OFFICE



JOB NAME: CARDINAL COMMONS
SCALE: 1"=50'
DATE: 08/07/2023
JOB NUMBER: 221054
LOCATION: BELLEVUE, NEBRASKA
SHEET 1 OF 1

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this ___ day of _____, 2023 ("Effective Date"), by and among CARDINAL COMMONS I, LLC, a Nebraska limited liability company ("DEVELOPER") and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DEVELOPER desires to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is located within the incorporated limits of the CITY,

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, financing costs, and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER in connection with Public Improvements.

(a) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(c) "Development Area" shall mean the real property legally described on Exhibit A, which shall be replatted for development purposes pursuant to the Plat. The portion of the Development Area and the Plat that is governed by this Agreement includes only the following: Lots 1 and 3, and Outlots B and C, Cardinal Commons Addition

(d) "Party" shall mean CITY or DEVELOPER, individually, and "Parties" shall mean the CITY and DEVELOPER, collectively.

(e) "Plat" shall mean the Final Plat of Cardinal Commons Addition, a replat of Lots 7 & 8, Old Orchard Place, SE ¼ of Section 22, Township 14N, Range 13E of the 6th PM, Sarpy County, Nebraska, approved by the City Council for the CITY on September 19, 2023, subject to any conditions expressly provided for at such time or in this Agreement. The Plat shall consist of Lots 1, 2, 3, 4, 5, and 6, and Outlots A, B, C, D, E, and F, Cardinal Commons Addition.

(f) "Private Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as a Private Street on Exhibit B. All Private Streets shall be: (1) owned and maintained by Developer and/or its successors and assigns, (2) subject to a permanent public access easement to allow the general public to utilize the Private Streets in the same manner as any public street, and (3) constructed to the same standards required for the Dedicated Streets.

(g) "Public Improvements" shall mean:

(i) All Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Street right-of-way.

(iii) All Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by REGA Engineering ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

Public Improvements shall also include any improvements of the type identified in this section (g) that are privately owned and maintained by Developer and/or its successors and assigns, as long as they are (1) subject to a such permanent public rights and easements as required by the City, and (2) constructed to the required City standards for such improvements as required herein.

(h) "Sewer System" shall mean, collectively, all sewer systems within the Development Area.

(i) "Street(s)" shall mean all Dedicated Streets and Private Streets.

(j) "Street Improvements" shall mean those Public Improvements described in Sections 1(g)(i), (ii), (iii), and (viii) other than the Street Intersections.

(k) "Street Intersections" shall mean those portions of the Streets (other than that portion of any "T" intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(l) "Weeds" shall include, but not be limited to, bindweed (*Convolvulus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(o) "Urban Design Standards" shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2 AUTHORITY AND DOCUMENTATION

(a) The DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and testing of Public Improvements and that all work therefore shall be performed in a

good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DEVELOPER of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DEVELOPER and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iii) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

SECTION 3 COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DEVELOPER. Provided, however, the cost any oversized and/or additional Public Improvements required by the CITY to benefit the CITY or an area beyond the Development Area shall be paid by the CITY.

SECTION 4 REPRESENTATIONS

(a) DEVELOPER covenants and represents to the CITY as follows:

- (i) DEVELOPER is, or will be, at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.
- (ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.
- (iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.
- (iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.
- (v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.
- (vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- (vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the DEVELOPER by approximately December 31, 2024. DEVELOPER shall provide CITY with quarterly progress reports during the development and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.
- (viii) INTENTIONALLY LEFT BLANK
- (ix) INTENTIONALLY LEFT BLANK.
- (x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.
- (xi) INTENTIONALLY LEFT BLANK.
- (xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(c) DEVELOPER acknowledges that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DEVELOPER in furtherance of this Agreement, (ii) CITY's approval of the plat or this Agreement, (iii) any future act of CITY in respect to DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, DEVELOPER is proceeding at its own risk. The DEVELOPER does hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DEVELOPER from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) DEVELOPER shall pay to the CITY \$11,608 (1% of the estimated public improvement costs for Phase I; Phase II to be determined in a later amendment) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby.

(c) DEVELOPER shall make a contribution to the Park Development Fund in the amount of \$9,520, which amount shall be paid prior to the filing of the final plat.

(c) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

- (ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.
 - (iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.
 - (iv) That the cuttings be raked and removed from such premises.
 - (v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.
 - (vi) The name and telephone number of the person designated by the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.
- (d) Sidewalks along both sides of all Streets shall be constructed by the DEVELOPER or the lot owners in accordance with the following schedule:
- (i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. No final Certificate of Occupancy shall be issued until such sidewalks are completed.
 - (ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.
 - (iii) In any event, all sidewalks shall be constructed upon both sides of all Streets within six (6) years of the recording of the subdivision plat.
- (e) DEVELOPER shall agree to enter into a cost share with the CITY for the purpose of improving Kasper Street. Prior to the issuance of building permits for Phase II of the development, an agreement shall be formalized between the DEVELOPER and the CITY.
- (f) DEVELOPER waives any right to protest the inclusion of the Development Area in any paving or other improvement district as described in subsection (e) above, but reserves the right to protest any unreasonable specific monetary obligations that are attempted to be imposed on DEVELOPER as part of said district or agreement.

SECTION 6 USE OF SEWER SYSTEM

- (a) DEVELOPER shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.
- (b) In no event shall the DEVELOPER permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system

(including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DEVELOPER shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DEVELOPER shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DEVELOPER shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DEVELOPER to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DEVELOPER shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DEVELOPER to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

SECTION 7 AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions,

the association to be formed (per the terms hereof) shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

SECTION 8 MISCELLANEOUS

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER and CITY; OR (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination. No termination shall relieve the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be

entered into by DEVELOPER, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER in this Agreement.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER: Cardinal Commons I, LLC
Attn: Brent Williams
Excel Development Group
8551 Lexington Avenue
Lincoln, NE 6850

With Copy To: Cline Williams Wright Johnson & Oldfather, LLP
Attn: Andrew Willis
233 South 13th Street, Suite 1900
Lincoln, NE 68508

For CITY:

City Clerk
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

AND

Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) CAD DRAWINGS. DEVELOPER shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the Development Area, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

City Clerk

By _____
Mayor

APPROVED AS TO FORM:

Attorney for City of Bellevue

Cardinal Commons I, LLC
A Nebraska limited liability company

By: _____, Manager

APPROVED AS TO FORM:

Attorney for Developer

Cardinal Commons

Legal Description:

A parcel of land being 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, Sarpy County, Nebraska and more particularly described as follows.

BEGINNING at the NW Corner of said Lot 7;

Thence on the North line of said Lot 7, N87°06'51"E, 894.19 feet to the NE 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, 554.37 feet to the SE corner of said Lot 8;

Thence on the S line of said Lot 8, S88°04'24"W, 889.30 feet to the SW corner of said Lot 8;

Thence on the West line of said Lots 7 & 8, N02°38'37"W, 539.44 feet to the **POINT OF BEGINNING.**

Containing a calculated area of 487,683 square feet or 11.20 acres more or less.

REGA Engineering Group Inc.
601 Old Chaney Road, Suite 'A'
Lincoln, NE 68512
402-484-7342

CARDINAL COMMONS ADDITION

LOTS 1-6 INCLUSIVE & OUTLOTS "A"- "F" INCLUSIVE
 A REPLAT OF LOTS 7 & 8, OLD ORCHARD PLACE
 SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP
 1" = 1000'

LEGAL DESCRIPTION OF FINAL PLAT

A PARCEL OF LAND BEING 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, SARPY 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°05'51"E, 89.18 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, 554.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE ON THE SOUTH LINE OF SAID LOT 8, S88°04'24"W, 689.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE ON THE WEST LINE OF SAID LOTS 7 & 8, N02°38'37"W, 535.44 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 481.883 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 RECORDED TRANSMISSION 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.

LYLE L. LOTH, L.S. #314

OWNERS CERTIFICATION:

WE, THE UNDERSIGNED, LEGAL HOLDERS AND OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, 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 HEREIN.

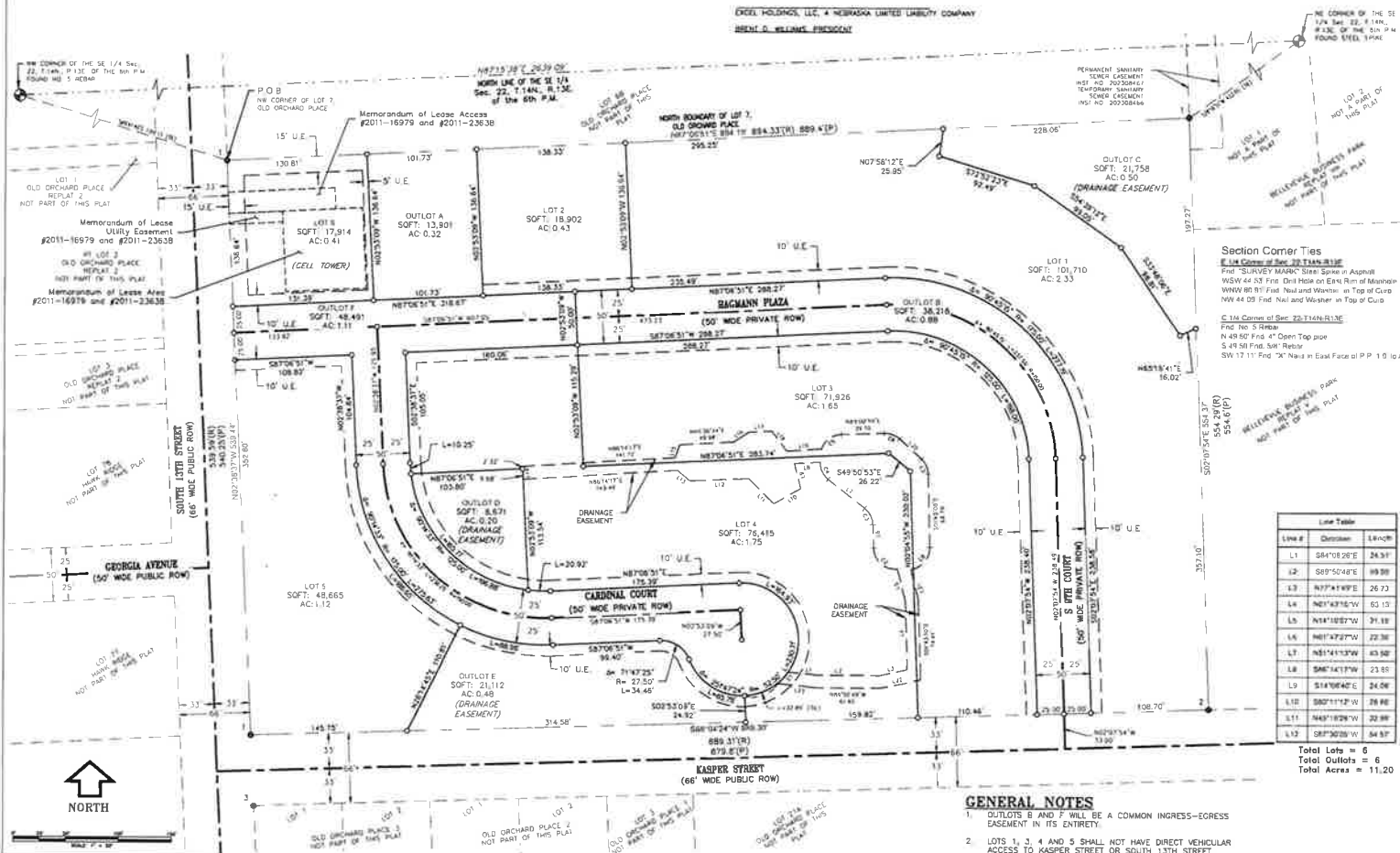
LOCATION, USE AND WIDTH OF ALL REQUIRED EASEMENTS PERPETUAL EASEMENTS SHALL BE GRANTED TO OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURILINK ACROSS THE EASEMENTS SHOWN HEREON. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR, AND RENEW PIPELINES, HYDROELECTRIC AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON THROUGH LINES, AND ACROSS A TEN (10) FOOT WIDE STRIP OF LAND ADJUTING ALL CURVE-SIDE STREETS, NO PERMANENT BUILDINGS OR BEARING WALLS SHALL BE PLACED IN SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARAGES, SHEDS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE PROPOSED OR RIGHTS HEREIN GRANTED.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSIGNMENTS ARE EXPLAINED AS FOLLOWS:

Curve #	LYMPD	Radius	Delta	Chord Distance	Chord Length
C1	18.11	52.52	18°20'22"	N43°21'12"W	11.60'
C2	32.81	26.50	94°27'23"	N48°21'15"W	20.30'
C3	17.42	22.07	49°58'48"	N00°44'20"W	18.87'
C4	19.48	26.00	52°58'49"	N00°12'48"W	17.62'
C5	24.76	20.00	70°16'00"	N00°32'20"W	23.21'
C6	13.78	28.00	48°00'18"	S65°24'22"E	15.33'
C7	13.73	28.00	48°00'18"	S24°18'20"E	15.34'
C8	28.81	20.00	84°20'04"	N00°32'24"W	26.91'

EXCEL HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

BRENT D. WILLIAMS, PRESIDENT



NE CORNER OF THE SE 1/4 SEC. 22, T.14N., R.13E. OF THE 6TH P.M. FOUND ELEV. 1346

PERMANENT EASEMENT TO OMAHA PUBLIC POWER DISTRICT (OPPD) FOR 10' WIDE STRIP OF LAND ADJUTING ALL CURVE-SIDE STREETS.

Section Corner Ties

E 1/4 CORNER OF SEC. 22, T.14N., R.13E.
 First SURVEY MARK: Steel Spike in Asphalt
 W3W 44.53' From Old Hole on East Rim of Manhole
 WNW 80.81' From Nail and Washer in Top of Cap
 NW 44.03' From Nail and Washer in Top of Cap

C 1/4 CORNER OF SEC. 22, T.14N., R.13E.
 First No. 5 Rebar
 N 49.80' From 4" Open Top pipe
 S 49.80' From 5/8" Rebar
 SW 17.11' From "X" Mark in East Face of PP 1.0 to A.C.

Line #	Description	Length
L1	S44°08'28"E	24.31'
L2	S89°50'48"E	89.89'
L3	N77°14'00"E	26.72'
L4	N24°43'16"W	51.13'
L5	N14°18'02"W	31.18'
L6	N01°37'27"W	22.38'
L7	N81°54'13"W	43.90'
L8	S48°14'17"W	23.85'
L9	S14°08'42"E	24.06'
L10	S80°11'12"W	28.86'
L11	N40°18'28"W	22.89'
L12	S87°30'20"W	64.83'

Line #	Description	Length
L13	N82°58'18"W	14.28'
L14	N62°30'10"W	12.00'
L15	N19°30'08"E	12.57'
L16	N04°18'24"E	17.15'
L17	N48°31'29"E	31.33'
L18	S39°33'29"E	22.65'
L19	N48°14'17"E	32.57'
L20	S48°08'08"E	27.87'
L21	S14°18'02"E	25.33'
L22	S77°41'48"W	38.81'
L23	N44°58'22"W	34.21'

Total Lots = 6
 Total Outlots = 6
 Total Acres = 11.20

GENERAL NOTES

- OUTLOTS B AND F WILL BE A COMMON INGRESS-EGRESS EASEMENT IN ITS ENTIRETY.
- LOTS 1, 3, 4 AND 5 SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO KASPER STREET OR SOUTH 13TH STREET

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA } SS
 SARPY COUNTY }
 ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A
 NEBRASKA PUBLIC DAILY COMMISSIONER, QUALIFIED FOR AND RESIDING IN SAID COUNTY,
 PERSONALLY CAME BRENT 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 RECORD OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER _____ DATE _____

REVIEW OF SARPY COUNTY ENGINEER/SURVEYOR

THE 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.

CHAIRPERSON, BELLEVUE PLANNING COMMISSION _____
 MAYOR _____
 ATTEST: CITY CLERK _____

MONUMENT SYMBOL LEGEND

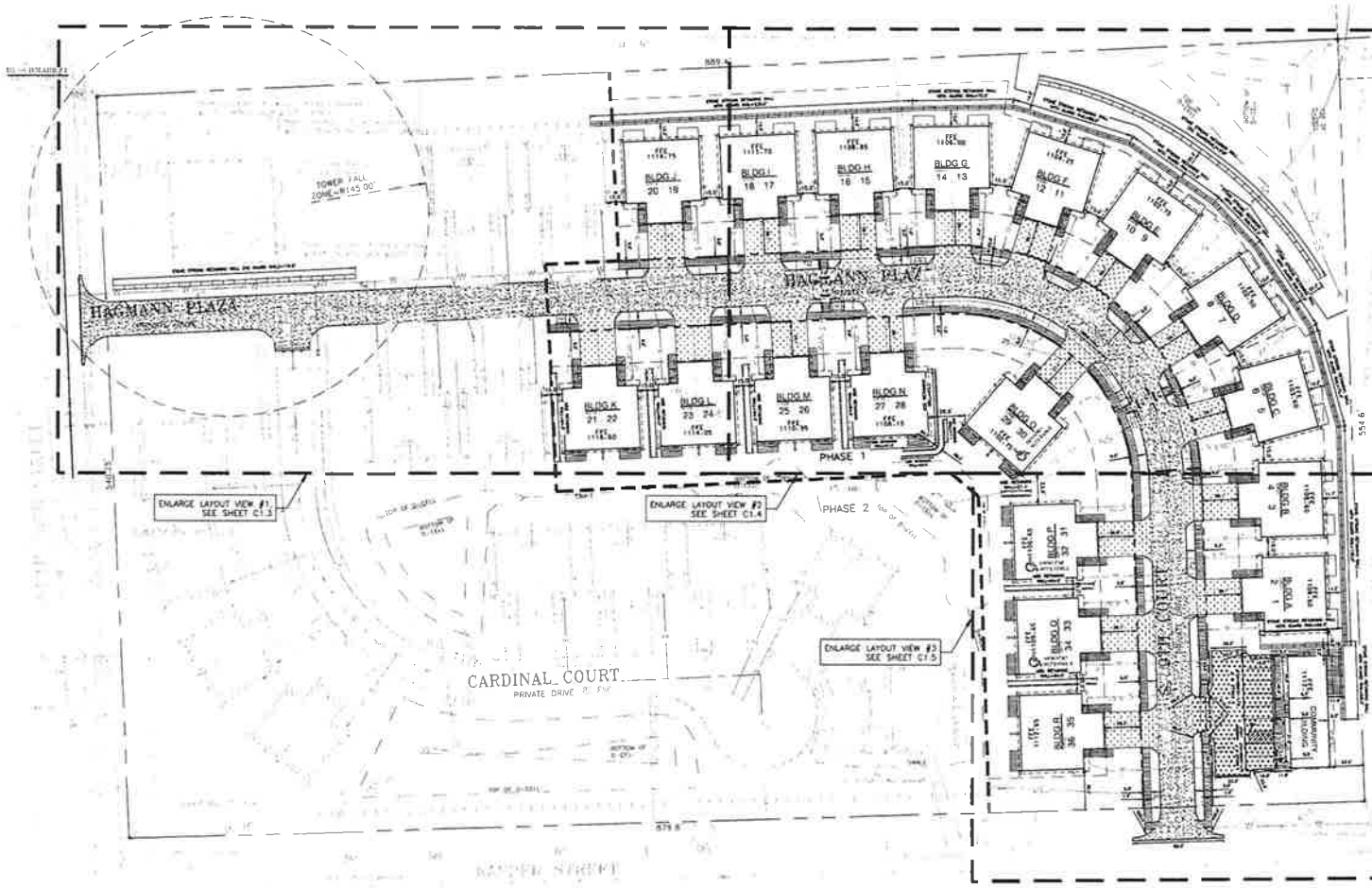
- SET (3/4"x24" Bar w/ LS 314 Cap)
- FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"
- FOUND 1-1/2" PIPE
- FOUND 1" FINCHED PIPE
- U.E. UTILITY EASEMENT

(R) RECORD PER LAND SURVEYOR'S CERTIFICATE BY NEBRASKA REGISTERED LAND SURVEYOR #478 DATED 03/28/2007 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.

REGA ENGINEERING GROUP, INC.
 601 OLD CHENEY RD
 SUITE A
 LINCOLN, NE 68512
 402.484.7342 OFFICE

REGA ENGINEERING
 801 OLD CHENEY RD, SUITE A
 LINCOLN, NEBRASKA 68502
 (402) 484.7342

DESIGNED BY REGA CHECKED BY LLL
 SCALE: 1"=50'
 DATE: 06/26/2023
 JOB NUMBER: 221054
 SHEET 1 OF 1



LEGEND

- 5" CONCRETE PAVEMENT (DRIVEWAY) (1) (2) (3)
- 7" CONCRETE PAVEMENT (STREET) FOR ADDITIONAL INFORMATION SEE STREET PLAN AND PROFILES SHEETS C1.6, C1.7 AND C1.8
- 4" SIDEWALK PAVEMENT
- PROPERTY LINE
- PHASE 1 PHASE 2 LIMITS
- STONE STRONG RETAINING WALL (1) (2) (3)
- MSE RETAINING WALL (1) (2) (3)
- STRUCTURAL STOP, PROVIDE 1/2" EXPANSION JOINT W/POLYURETHANE SEALANT (SEE STRUCTURAL PLANS)

ENLARGE LAYOUT VIEW #1 SEE SHEET C1.3

ENLARGE LAYOUT VIEW #2 SEE SHEET C1.4

ENLARGE LAYOUT VIEW #3 SEE SHEET C1.5

CARDINAL COURT PRIVATE DRIVE

OVERALL LAYOUT PLAN
SCALE: 1/8" = 1'-0"

BENCHMARK

BENCHMARK #1 NORTHWEST PROPERTY CORNER
EL. 1136.23
BENCHMARK #2 SOUTHEAST PROPERTY CORNER
EL. 1109.29

REGA #221054		Nebraska 811	
ISSUED TO:	DATE:	Know what's below. Call before you dig.	
90% 80% SET	07/24/2023		

REGA ENGINEERING

801 OLD CHENEY RD., SUITE A
LINCOLN, NEBRASKA 68512
402-484-7342
• ENGINEERING
• PLANNING
• LANDSCAPE ARCHITECTURE
• LAND SURVEYING
• IRRIGATION

CARDINAL COMMONS 1, LLC
1922 KRAMER STREET
LINCOLN, NE, 68502

Professional Seal
221054
REGA-2023
7/24/2023

C1.2

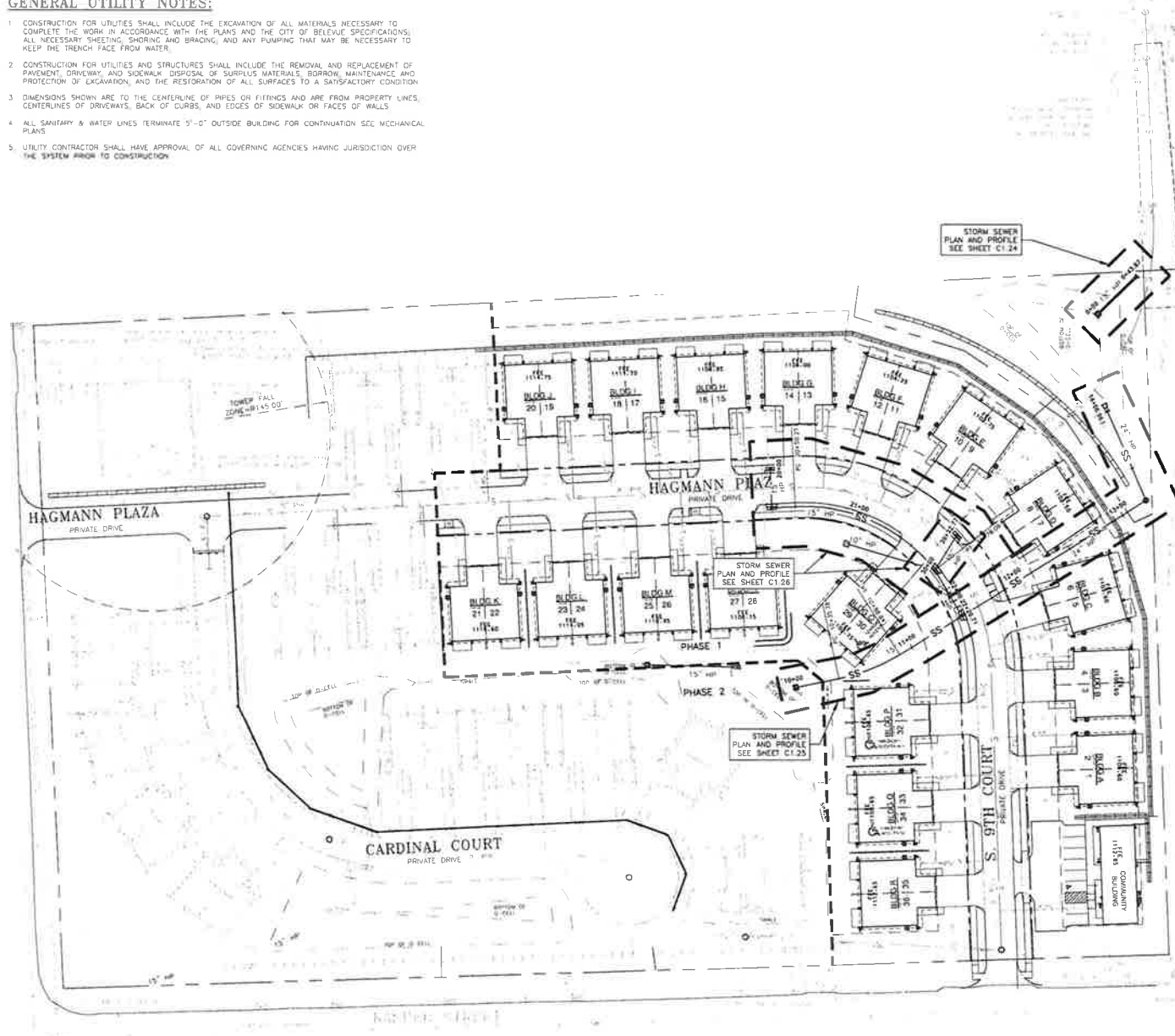


Architectural Design Associates
Suite A
3410 O Street
Lincoln, Nebraska 68510
www.adalinc.com
tel 402 486 3232



GENERAL UTILITY NOTES:

1. CONSTRUCTION FOR UTILITIES SHALL INCLUDE THE EXCAVATION OF ALL MATERIALS NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS AND THE CITY OF BELEVUE SPECIFICATIONS; ALL NECESSARY SHEETING, SHORING AND BRACING; AND ANY PUMPING THAT MAY BE NECESSARY TO KEEP THE TRENCH FACE FROM WATER.
2. CONSTRUCTION FOR UTILITIES AND STRUCTURES SHALL INCLUDE THE REMOVAL AND REPLACEMENT OF PAVEMENT, DRIVEWAY, AND SIDEWALK; DISPOSAL OF SURPLUS MATERIALS, BORROW, MAINTENANCE AND PROTECTION OF EXCAVATION, AND THE RESTORATION OF ALL SURFACES TO A SATISFACTORY CONDITION.
3. DIMENSIONS SHOWN ARE TO THE CENTERLINE OF PIPES OR FITTINGS AND ARE FROM PROPERTY LINES, CENTERLINES OF DRIVEWAYS, BACK OF CURBS, AND EDGES OF SIDEWALK OR FACES OF WALLS.
4. ALL SANITARY & WATER LINES TERMINATE 5'-0" OUTSIDE BUILDING FOR CONTINUATION SEE MECHANICAL PLANS.
5. UTILITY CONTRACTOR SHALL HAVE APPROVAL OF ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THE SYSTEM PRIOR TO CONSTRUCTION.



LEGEND

- PROPERTY LINE
- - - - - SANITARY SEWER LINE
- WATER LINE
- SS — PROPOSED STORM SEWER LINE
- W — FIRE HYDRANT
- W-V — WATER VALVE
- CS — CURB STOP
- ⊙ — PROPOSED STORM SEWER MANHOLE (OMAHA STANDARD PLATE 702-11)
- ⊙ — PROPOSED STORM SEWER INLET
- ⊙ — PROPOSED AREA INLET
- ⊙ — PROPOSED F.E.S.
- ⊙ — PROPOSED STORM STRUCTURE (SEE DRAINAGE REPORT FOR DETAILS)
- ⊙ — SANITARY MANHOLE
- ⊙ — SANITARY CLEANOUT
- ⊙ — DOWN SPOUTS

ADA
 Architectural Design Associates
 Suite A
 3410 O Street
 Lincoln, Nebraska 68510
 www.adainc.com
 tel: 402.486.3232

PRELIMINARY
 NOT FOR CONSTRUCTION

OVERALL STORM SEWER PLAN

BENCHMARK

BENCHMARK #1: NORTH-WEST PROPERTY CORNER
 E.L.: 1136.23
 BENCHMARK #2: SOUTHEAST PROPERTY CORNER
 E.L.: 1105.29

ISSUED FOR:	DATE:
NO. AND SET:	01/21/2023

REGA ENGINEERING

801 OLD CENERY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402) 484-7342
 ● ENGINEERING
 ● PLANNING
 ● LANDSCAPE ARCHITECTURE
 ● LAND SURVEYING
 ● IRRIGATION

Nebraska 811
 Know what's below.
 Call before you dig.

CARDINAL COMMONS 1, LLC
 1017 FALCONER SYCAMORE
 BEAVER CREEK, NE 68127

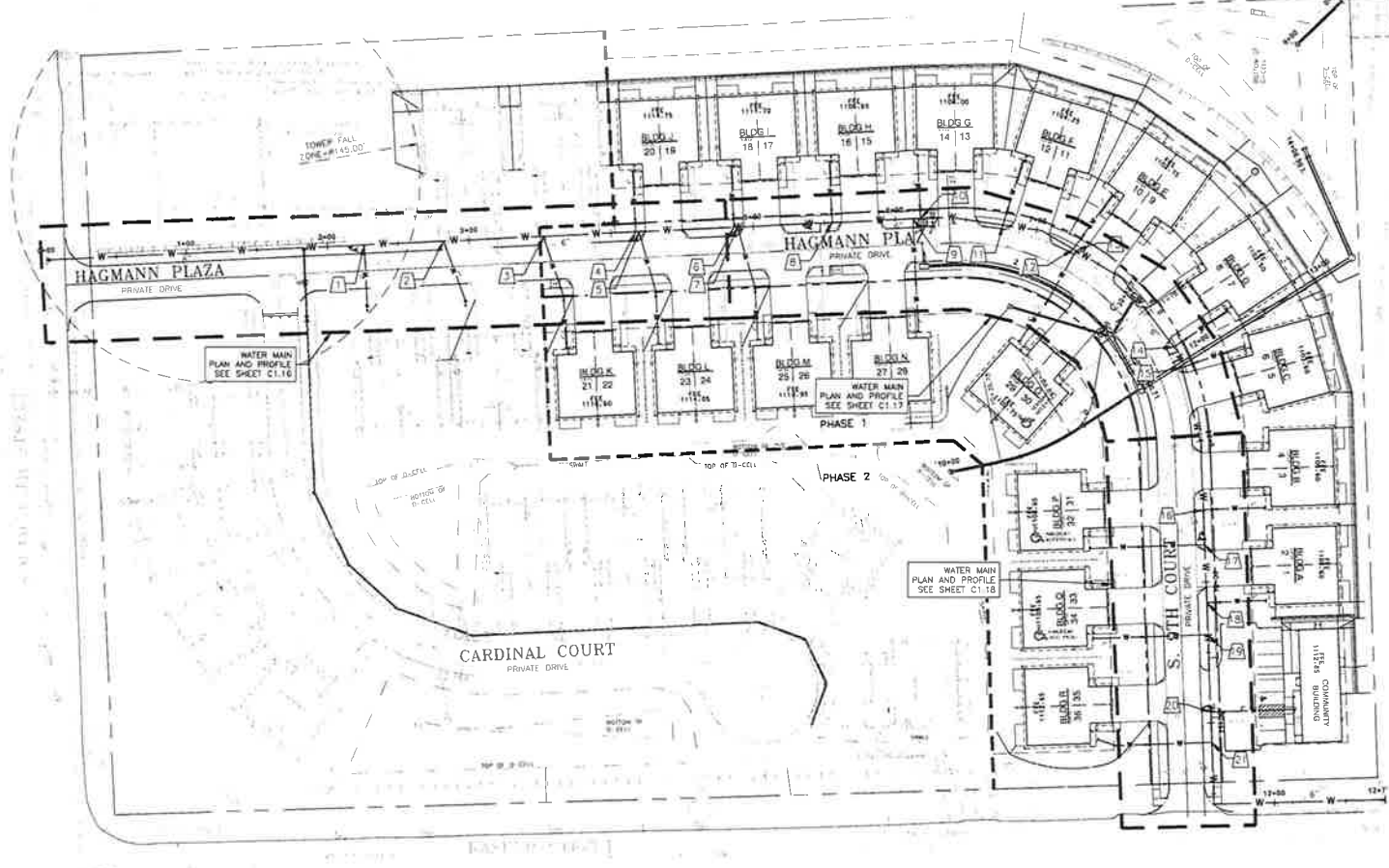
C1.23

GENERAL UTILITY NOTES:

1. CONSTRUCTION FOR UTILITIES SHALL INCLUDE THE EXCAVATION OF ALL MATERIALS NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS AND THE CITY OF CITY NAME SPECIFICATIONS. ALL NECESSARY SHEETING, SHORING AND BRACING, AND ANY PUMPING THAT MAY BE NECESSARY TO KEEP THE TRENCH FACE FROM WATER.
2. CONSTRUCTION FOR UTILITIES AND STRUCTURES SHALL INCLUDE THE REMOVAL AND REPLACEMENT OF PAVEMENT, DRIVEWAY AND SIDEWALK DISPOSAL OF SURPLUS MATERIALS, BORROW, MAINTENANCE AND PROTECTION OF EXCAVATION, AND THE RESTORATION OF ALL SURFACES TO A SATISFACTORY CONDITION.
3. DIMENSIONS SHOWN ARE TO THE CENTERLINE OF PIPES OR FITINGS AND ARE FROM PROPERTY LINES, CENTERLINES OF DRIVEWAYS, BACK OF CURBS, AND EDGES OF SIDEWALK OR FACES OF WALLS.
4. ALL SANITARY & WATER LINES TERMINATE 5'-0" OUTSIDE BUILDING FOR CONTINUATION SEE MECHANICAL PLANS.
5. UTILITY CONTRACTOR SHALL HAVE APPROVAL OF ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THE SYSTEM PRIOR TO CONSTRUCTION.

LEGEND

- P--- PROPERTY LINE
- S--- SANITARY SEWER LINE
- W--- WATER LINE
- SW--- PROPOSED STORM SEWER LINE
- F--- FIRE HYDRANT
- V--- WATER VALVE
- C--- CURB STOP
- M--- PROPOSED STORM SEWER MANHOLE
- S--- PROPOSED STORM SEWER INLET
- S--- SANITARY MANHOLE
- S--- SANITARY CLEANOUT
- S--- DOWN SPOUTS



NO.	BUILDING	DESCRIPTION	SIZE (IN.)
1	FUTURE	TAP PROPOSED WATER MAIN TO PL.	1"
2	FUTURE	TAP PROPOSED WATER MAIN TO PL.	1"
3	K-21	TAP PROPOSED WATER MAIN TO BLDG	1"
4	J-20	TAP PROPOSED WATER MAIN TO BLDG	1"
5	L-23	TAP PROPOSED WATER MAIN TO BLDG	1"
6	I-18	TAP PROPOSED WATER MAIN TO BLDG	1"
7	M-25	TAP PROPOSED WATER MAIN TO BLDG	1"
8	H-16	TAP PROPOSED WATER MAIN TO BLDG	1"
9	N-28	TAP PROPOSED WATER MAIN TO BLDG	1"
10	C-14	TAP PROPOSED WATER MAIN TO BLDG	1"
11	F-12	TAP PROPOSED WATER MAIN TO BLDG	1"
12	E-10	TAP PROPOSED WATER MAIN TO BLDG	1"
13	O-28	TAP PROPOSED WATER MAIN TO BLDG	1"
14	D-7	TAP PROPOSED WATER MAIN TO BLDG	1"
15	C-8	TAP PROPOSED WATER MAIN TO BLDG	1"
16	B-3	TAP PROPOSED WATER MAIN TO BLDG	1"
17	P-32	TAP PROPOSED WATER MAIN TO BLDG	1"
18	A-11	TAP PROPOSED WATER MAIN TO BLDG	1"
19	Q-34	TAP PROPOSED WATER MAIN TO BLDG	1"
20	COMMUNITY	TAP PROPOSED WATER MAIN TO BLDG	2"
21	R-35	TAP PROPOSED WATER MAIN TO BLDG	1"

NOTE:
 1. SEE WATER SERVICE CONNECTION DETAILS ON SHEET C22 FOR FURTHER INFORMATION.
 2. 1" AND 2" SERVICE LINES SHALL BE BLUE POLY PIPE OR APPROVED EQUAL.

BENCHMARK

BENCHMARK #1 NORTHWEST PROPERTY CORNER
 EL. 1136.23
 BENCHMARK #2 SOUTHEAST PROPERTY CORNER
 EL. 1109.29

NEGA #221054	ISSUED FOR	DATE
	90% BUDGET	07/24/2023

Nebraska 811
 Know what's below. Call before you dig.

OVERALL WATER PLAN
 SCALE: 1" = 40'-0"

ADA
Architectural Design Associates
 Suite A
 3410 O Street
 Lincoln, Nebraska 68510
 www.adaincoln.com
 tel: 402.486.3232



CARDINAL COMMONS 1, LLC
 2525 KENNEDY STREET
 LINCOLN, NE 68502

REGA ENGINEERING

801 OLD CHENEY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402) 484-7342
 • ENGINEERING
 • PLANNING
 • LANDSCAPE ARCHITECTURE
 • LAND SURVEYING
 • IRRIGATION

Project Number: 221054
 Date: 07/24/23
 Scale: 1"=40'
 Location: Lincoln, NE

C1.19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
9/19/2023

COUNCIL MEETING DATE: September 19, 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 type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve park expenditure in the amount of \$160,980 for Sanitary and Improvement District No. 334 Falcon Pointe.

SYNOPSIS/BACKGROUND:

Section 7-23, Subdivision Regulations, requires a Sanitary and Improvement District to get Council approval for park expenditures. SID #334 (Falcon Pointe) is requesting park improvements in the amount of \$160,980 for Phase 2 of their park project. The SID is requesting to install a basketball court and pickleball court, along with a connecting trail. Staff has reviewed the plans and found them acceptable.

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 is recommending approval of this request.

ATTACHMENTS:

1. Resolution No. 2023-28	2. Project Contract	3. Engineering documents from TD2
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:



RESOLUTION 2023-28

WHEREAS, Sanitary and Improvement District No. 334 of Sarpy County, Nebraska, which encompasses the subdivision in Sarpy County known as Falcon Pointe and is located within the zoning jurisdiction of the City of Bellevue, proposes to construct park improvements within the boundaries of Sanitary and Improvement District No. 334, Falcon Pointe, at the following estimated cost - \$160,980.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue, Nebraska does herewith approve the expenditure by Sanitary and Improvement District No. 334, Falcon Pointe, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded in the amount of \$160,980 for park improvements.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2023

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CONTRACT

THIS AGREEMENT made and entered into in quadruplicate, this 23rd day of June, 2023, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 334 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "Owner" and DOSTALS CONSTRUCTION CO., INC., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on June 14, 2023, submit to the Owner the lowest proposal for all items on the plans and specifications prepared for the Owner by Thompson, Dreessen & Dorner, Inc., Engineers, entitled "Plans and Specifications for FALCON POINTE PARK IMPROVEMENTS PHASE 2" and for all work incidental or necessary thereto.

This contract, including the Notice inviting contractors to bid, the instructions to bidders, the proposal form, all applicable laws governing the Owner's authority to contract, and the general detailed plans and specifications, contains the entire agreement between the Owner and Contractor, and there are no other written or oral promises, agreements, or warrants which may affect it, except as previously noted herein. This Contract cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Owner: Sanitary and Improvement District No. 334 of Sarpy County, Nebraska c/o Mr. Mark LaPuzza, Attorney Pansing Hogan Ernst & Bachman LLP 10250 Regency Circle, Suite 300 Omaha, NE 68114	Contractor: Dostals Construction Co., Inc. 13680 South 220 th Street Gretna, NE 68028
--	--

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, labor, equipment, materials, and permits required to construct said FALCON POINTE PARK IMPROVEMENTS PHASE 2 in accordance with the aforesaid plans and specifications for the following unit prices:

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 L.S.	\$ 3,000.00 / L.S.	\$ 3,000.00
2	Traffic Control	1 L.S.	\$ 500.00 / L.S.	\$ 500.00
3	Install, Maintain and Remove Stabilized Construction Entrance	1 EA.	\$ 2,000.00 / EA.	\$ 2,000.00
4	Strip, Stockpile, and Redistribute Topsoil (200 C.Y. Moved Twice, Established Quantity)	400 C.Y.	\$ 20.00 / C.Y.	\$ 8,000.00
5	Earthwork/Grading (Established Quantity)	200 C.Y.	\$ 20.00 / C.Y.	\$ 4,000.00
6	Subgrade Preparation	300 C.Y.	\$ 3.00 / C.Y.	\$ 900.00
7	6" P.C.C. Basketball Court with Fiber Mesh Reinforcement, In Place	430 S.Y.	\$ 75.00 / S.Y.	\$ 32,250.00
8	6" P.C.C. Pickle Ball Court with Fiber Mesh Reinforcement, In Place	290 S.Y.	\$ 75.00 / S.Y.	\$ 21,750.00
9	Pickle Ball Court Surfacing, In Place	2,600 S.F.	\$ 6.25 / S.F.	\$ 16,250.00

Item	Description	Approx. Quantities	Unit Price	Amount
10	5" P.C.C. Sidewalk, In Place	580 S.Y.	\$ 72.00 / S.Y.	\$ 41,760.00
11	Basketball Court Striping, In Place	610 L.F.	\$ 2.00 / L.F.	\$ 1,220.00
12	Pickle Ball Court Striping, In Place	450 L.F.	\$ 2.00 / L.F.	\$ 900.00
13	Basketball Hoop, Backboard, and Post, In Place	2 EA.	\$ 3,500.00 / EA.	\$ 7,000.00
14	Pickle Ball Net and Posts, In Place	2 EA.	\$ 3,000.00 / EA.	\$ 6,000.00
15	Surface Mounted Park Bench, In Place	8 EA.	\$ 1,100.00 / EA.	\$ 8,800.00
16	Install Maintain and Remove Fabric Silt Fence, In Place	600 L.F.	\$ 4.00 / L.F.	\$ 2,400.00
17	Type I Erosion Control Blanket W/ Type "A" Seed Mix, In Place	0.50 AC.	\$ 8,500.00 / AC.	\$ 4,250.00
CONTRACT TOTAL				\$ 160,980.00

Contractor shall also furnish all bonds required and pay all permit fees, and any other charges levied or required by any governmental authority exercising control over this project.

Once each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. The balance will be paid by the Owner upon completion of the work and approval of the Owner's Engineer and acceptance by the Owner.

Contractor must furnish a 100% Contract Performance Bond and a 100% Labor and Material Payment Bond (including two (2) year Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

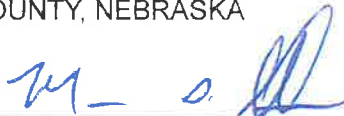
Contract is let subject to the following conditions:

Contractor agrees to commence work within ten (10) days after receiving written notification from the Engineer to proceed, and to complete all work within fifty (50) working days thereafter, the Engineer being the judge in the determination of a working day. As time is of the essence, for each calendar day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of \$500.00 per day, not as a penalty, but as predetermined and agreed liquidated damages.

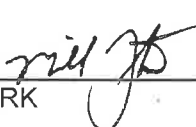
EXECUTED the day and year first above written.

SANITARY & IMPROVEMENT DISTRICT NO. 334
OF SARPY COUNTY, NEBRASKA

DOSTALS CONSTRUCTION CO., INC.

x 
CHAIRMAN

 President
BY TITLE

x 
CLERK


ATTEST

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
9/19/2023

COUNCIL MEETING DATE: 08/15/2023	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 Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2023 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


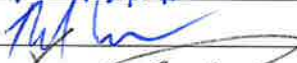

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 
 FINANCE APPROVAL AS TO FORM: 
 ADMINISTRATOR APPROVAL AS TO FORM: 

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/19/2023

COUNCIL MEETING DATE: 9/19/23		SUBMITTED BY: Rich Severson	
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:

Employee wellness Program Agreement

SYNOPSIS/BACKGROUND:

The City of Bellevue's Consulting Services Agreement with Lockton for the Employee Wellness Program expired 8/30/23. We would like to continue the agreement for FY23/24 with no increase to annual fee of \$22,500.

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:

Recommend renewing agreement with Lockton for FY23/24 at no annual fee increase - \$22,500.

ATTACHMENTS:

1. <input type="text" value="Consulting Services 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:

Jimena Portillo

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]



Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") made and entered into effective as of September 1, 2023 ("Effective Date"), by and between CITY OF BELLEVUE ("Client") and the Kansas City Series of Lockton Companies, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM. This Agreement will be in effect from the Effective Date to August 31, 2024 unless earlier terminated in accordance with the provisions of Section 4 of this Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to Section 6.3 of this Agreement.

2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

2.1 Compensation. All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for the following compensation in 2.2.

2.2 Payment Schedule. Client shall pay the fee set forth above on the following payment schedule:

<u>Due Date</u>	<u>Amount Due</u>
Annual	\$22,500

Client will provide full payment to Lockton for all fee invoices submitted within 30 days of Client's receipt of each invoice. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

3. SERVICES

3.1 Scope of Services. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton provide other services beyond those set forth in Addendum A; or 2) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 Use of Intermediaries. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any

and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

3.3 Modeling and Analytics Services. Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton 1) to disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) to contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

4. TERMINATION OF SERVICES

4.1 Termination for Convenience. Client or Lockton may terminate this Agreement at any time with thirty (30) days' written notice to the other party.

4.2 Fee Due at Termination.

In the event that Client terminates this Agreement, either by BOR or by thirty (30) days written notice, all services will be discontinued on the effective date of termination. In such event, Lockton shall invoice Client for the services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information. Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party

(the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 Exclusions. Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

5.3 Receiving Party's Confidentiality Duties. In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

A. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

B. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

D. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

5.4 Data Protection

A. For the purposes of this section 5.4:

1. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

2. **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Personal Data means any information relating to an identified or identifiable living individual;

3. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process, Processes and Processed** shall be construed accordingly;

4. **Processor** means a person which Processes Personal Data on behalf of a Controller;

5. **Relevant Individual** means any individual whose Personal Data is disclosed to Lockton for Processing by Lockton or on Lockton's behalf in connection with our engagement or any services Lockton provides to Client, including (by way of example) any individual who is an insured person, or a third-party claimant, under or in respect of an insurance policy; and

6. **Relevant Person** means Client and any other person who collects Personal Data relating to a Relevant Individual.

B. Client and Lockton acknowledge and agree that, in relation to our engagement and any services Lockton provides to Client:

1. Lockton is a Controller in respect of the Personal Data Lockton Processes;

2. Client is a Controller in respect of the Personal Data Client Processes;

3. Lockton and Client are not joint Controllers; and

4. neither Client nor Lockton Processes any Personal Data on behalf of the other as a Processor.

C. In respect of the Personal Data that Lockton or Client Process in relation to our engagement and any services Lockton provides to Client:

1. Client and Lockton shall comply at all times with our respective obligations under the Data Protection Laws; and

2. Client and Lockton shall notify each other without undue delay after, and in any event within 24 hours of, becoming aware of any breach of security or other circumstance leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data.

D. In relation to Lockton's engagement and any services Lockton provides to Client, Client shall only provide to Lockton the Personal Data requested by Lockton from time to time, and Client shall ensure that no other Personal Data is provided by Client (or anyone else acting on Client's behalf) to Lockton.

E. Client shall ensure that the information notice set out in the GDPR privacy notice provided by Lockton, or any replacement information notice that Lockton provides to Client from time to

time, is provided to each Relevant Individual. Client shall ensure that the notice is provided to the Relevant Individual at the time when its Personal Data is first collected by the Relevant Person.

F. Client shall ensure that such steps are taken to obtain the consent of each Relevant Individual to the Processing of its Personal Data in connection with Lockton's engagement and any services Lockton provides as may be required from time to time by Lockton.

G. Client shall ensure that Lockton is promptly notified of any contact a Relevant Person receives from a Relevant Individual regarding the Processing of its Personal Data in relation to our engagement or any services Lockton provides to Client. Client shall ensure that each Relevant Person provides Lockton with reasonable cooperation and assistance in relation to each such contact to enable Lockton to respond to such contact fully and promptly and in accordance with any deadlines set by the Data Protection Laws to which Lockton is subject.

H. In addition, Client and Lockton agree to work together to ensure that Lockton is able to Process the Personal Data that Lockton Processes in relation to Lockton's engagement and any services Lockton provides to Client for the purposes contemplated by such engagement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which Lockton is subject. This shall include Client cooperating and assisting Lockton with Lockton's dealings with regulatory authorities responsible for maintaining and enforcing the application of the Data Protection Laws to which Lockton is subject.

I. Client and Lockton agree to enter into such other written agreements as may be required from time to time to enable Client to comply with the Data Protection Laws to which Client is subject and/or to enable Lockton to comply with the Data Protection Laws to which Lockton is subject.

J. This Section 5.4 shall survive the termination or expiration of this Agreement.

6. GENERAL CONDITIONS

6.1 Cooperation. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 Assignment. Neither party shall assign any rights or duties herein set forth without the prior written consent of the other party.

6.3 Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section 3.1, this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 Indemnification. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

6.5 Dispute Resolution. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

6.6 Limitation of Liability. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

6.7 Accuracy and Completeness of Information. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that

are the result of, arise from, or are based on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

6.8 No Reliance. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

6.9 Relationship between the Parties. Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

6.10 Notices. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

CLIENT
CITY OF BELLEVUE
1500 Wall Street
Bellevue, NE 68005
Attn: Rusty Hike
Title: City of Bellevue Mayor

LOCKTON
KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC
444 W. 47th Street Suite 900
Kansas City, MO 64112
Attn: Timothy Meacham
Title: Chief Operating Officer

6.11 Governing Law. This Agreement shall be governed for all purposes by the laws of the state of Missouri.

<The rest of this page is intentionally left blank. Signature page to follow.>



In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

CITY OF BELLEVUE

BY:

Timothy Meacham
Chief Operating Officer

BY:

Rusty Hike
City of Bellevue Mayor

DATE: August 10, 2023

DATE: _____

Addendum A—Lockton Nurse Advocacy

Standard Lockton Nurse Advocacy (LNA) Services	Typical Frequency	Cost
❖ Health Risk Assessment (HRA) – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in Fee
❖ Collection of Physician Preventive Biometric Screening and Laboratory Results Form – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening.	Annually	Included in Fee
❖ Wellness Portal access – All members can register on the Wellness Portal and have access to their individualized reporting, incentive criteria and other health resources that may be available.	Annually	Included in Fee
❖ Health Coaching – One -to-one meetings with a professional nurse for those that did not meet certain benchmarks. The nurse will work with the member to educate, set health goals and to offer motivation and support to the individuals for reaching their health goals.	Quarterly	Included in Fee
❖ Employer Aggregate Report – A comprehensive aggregate report of the Client’s biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in Fee
❖ Educational Presentations – Presentations developed and presented by a nurse.	As needed	Additional fees may apply
❖ Incentive Tracking and Reporting – A report will be provided with the names of participants and their incentive qualification status.	Annually	Included in Fee
❖ Lunch – N – Learns – Presentation developed and presented by a nurse.	As needed	2 are included; there will be a cost for additional presentations
❖ Wellness Newsletter	Monthly	Electronic version Included

Our Mission

To be the worldwide value and service leader in insurance brokerage,
risk management, employee benefits, and retirement services

Our Goal

To be the best place to do business and to work



LOCKTON

RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

www.lockton.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/19/2023

COUNCIL MEETING DATE: 9/19/23		SUBMITTED BY: Rich Severson	
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:

Property Casualty Insurance Renewal FY23/34

SYNOPSIS/BACKGROUND:

The City of Bellevue's Property Casualty Insurance expires 9/30/23. We would like to accept the renewal proposal offered by the incumbent companies for FY23/24.

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:

Recommend accepting the attached proposal by incumbents renewing the City's property casualty insurance with a total annual premium of \$749,379 for FY23/24.

ATTACHMENTS:


1. <input type="text" value="Explanation Letter"/>	2. <input type="text" value="Premium Summary"/>	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:





September 11, 2023

Jani Jennings, ARM
Risk Manager, City of Bellevue
1500 Wall St.
Bellevue, NE 68005

RE: City of Bellevue 2023-24 Property & Casualty Insurance Renewal

Jani,

Please find the enclosed recap and premium summary for the 2023-24 property/casualty insurance renewal for the city of Bellevue. We are recommending renewal per the coverage terms and carriers as noted in the summary. Outside of higher limits for the crime coverage and increased deductibles for property, there are no other significant changes to coverage for this renewal term.

The property line continues to dominate the conversation as the most challenging line of coverage again in 2023. The industry is still in "catch up" mode attempting to raise rates and adjust deductibles to levels that might restore stability to the business. Year over year changes in reinsurance rates continue to ripple through the primary property market. These very significant rate increases combined with shrinking capacity have created the most difficult property insurance market anyone can recall. Specifically for the city of Bellevue, this meant another 9% increase in property valuation along with double-digit rate jumping the property premium overall by 15%. In addition to the higher premium, the deductible for wind/hail losses is changing to 2% of the value of the building (subject to \$250,000 minimum). This percentage of value format for wind/hail loss is becoming the norm in the industry and has actually been in use by underwriters for many years now.

As mentioned previously, we asked for an option on higher crime limits from the incumbent crime carrier Chubb. The underwriter offered to double the basic policy limits from \$500,000 up to \$1,000,000. Along with the increase in the base limit, the sublimit for social engineering will increase from \$50,000 to \$100,000. These types of crime and social engineering limits are more commonplace with our other municipal clients. The increased premium cost for this change is \$905. This is our recommendation but not a requirement.

Workers compensation cost increases are primarily a function of increased payroll exposure. Of course, the most impactful component of WC cost lies within the self-insured retention levels that the city carries. The fewer losses incurred, the lower the ultimate cost. Unlike last year, there are no changes to those retention levels for 2023-24.

Looking at a true year over year comparison of premium cost, the increase is just under 8%. Not at all out of line with what the general P&C marketplace is seeing in 2023. The true rate increase is actually less, as that 8% number does not factor out higher exposure values (payroll, property values, expenditures, etc.).

Thanks for allowing the team at FNIC the opportunity to be part of your insurance and risk management resource.

Sincerely,

Mark Frantz
Vice President

Jeff Scanlan
Senior Vice President

The City of Bellevue
Premium Summary



COVERAGE	CARRIER	A.M. Best Rating	RENEWAL		
			2022-2023	2023-2024	Difference
PROPERTY/IM/EQB	Travelers	A ++ XV	\$124,027.00	\$142,465.00	14.9%
GENERAL LIABILITY / EMPLOYEE BENEFIT LIABILITY	Travelers	A ++ XV	\$31,221.00	\$36,788.00	17.8%
LAW ENFORCEMENT LIABILITY	Travelers	A ++ XV	\$67,625.00	\$78,360.00	15.9%
PUBLIC ENTITY MANAGEMENT LIABILITY	Travelers	A ++ XV	\$10,090.00	\$11,888.00	17.8%
EMPLOYMENT PRACTICES LIABILITY	Travelers	A ++ XV	\$24,680.00	\$25,928.00	5.1%
CRIME	Chubb	A++ XV	\$3,108.00	\$4,064.00	30.8%
FIDUCIARY	Chubb	A++ XV	\$10,826.00	\$10,826.00	0.0%
AUTOMOBILE	Travelers	A ++ XV	\$128,204.00	\$118,987.00	-7.2%
UMBRELLA EXCESS LIABILITY & E&O	Travelers	A ++ XV	\$39,761.00	\$41,997.00	5.6%
WORKERS' COMPENSATION BOND	MWECC	A+ XV	\$24,573.75	\$24,543.75	-0.1%
WORKERS' COMPENSATION EXCESS	MWECC	A+ XV	\$104,996.00	\$119,595.00	13.9%
CYBER	Chubb	A++ XV	\$30,058.00	\$34,058.00	13.3%
DRONE LIABILITY	GLOBAL AEROSPACE INC.	A+	\$846.00	\$898.00	6.1%
CONSULTING FEE			\$48,500.00	\$48,500.00	0.0%
ANNUAL PREMIUM YOY Comparison			\$648,515.75	\$698,897.75	7.8%
PREMISES POLLUTION LIABILITY(3 YR) including SLIP	Chubb	A++ XV		\$50,481.18	NA
TOTAL ANNUAL ESTIMATED PREMIUM 2023-2024				\$749,378.93	

BILLING - Any policies that are eligible for direct bill will be bound as such per the expiring installment plan.

ACCOUNT CREDIT - Expiring term credit of \$26,130 will be applied to renewal.

Coverage/Limits Changes to Note:

Pollution - Renewal Premium is for 3 year term. Expiring term premium already paid at inception as part of 3 year policy

Property

Blanket property Values increased to accommodate for YOY inflationary increases in construction costs resulting in higher replacement cost values. Most locations increased 9%. 10 specific locations required more of an increased due to carrier internal valuation reports.

Inland Marine

Carrier added \$50,000 deductible per occurrence for windstorm.

Auto

Current term auto changes submitted after 8/9/2023 are not included in quote. These will be added with binding and may amend premium.

Crime

Moved from Private entity form to Public Officials form by carrier.

Limits increased from \$500,000 to \$1,000,000 on several coverages.

Maintaining current \$500,000 limits would result in \$905 premium reduction

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
9/19/2023

COUNCIL MEETING DATE: September 19, 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:

Streets north shop odorant building renovation-Phase 2, award of contract

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Streets North Shop Odorant Building Renovation on September 7, 2023. After review of the bids received, the low, responsive, responsible bidder, All-Purpose Construction has been recommended for the project.

FISCAL IMPACT: \$454,740.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: All-Purpose Construction	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: All-Purpose Construction		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Streets North shop odorant building renovation Phase 2 - BPW-230105		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: CIPST23(9)NorthshopMUD building and remodel and paving	CIP PROJECT NAME:	
STREET DISTRICT NAME (S): 15	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and All-Purpose Construction in the amount of \$413,400.00, plus a 10% contingency of \$41,340.00 for a total project cost of \$454,740.00 for the streets north shop odorant building renovation-Phase 2.

ATTACHMENTS:

1. Contract	2. Proposal	3. Bid Sheet
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this **19th** day of **September 2023** by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **All Purpose Construction** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **Bellevue Streets North Shop Odorant Building Renovation Phase 2** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **four hundred thirteen thousand four hundred dollars and 00/cents (\$413,400.00)** ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Dave Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Batallion
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

All Purpose Construction

7010 South 66th Street

LaVista, NE 68128

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Dave Goedeken, or designee.

- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.
- t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
- u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

Project: City of Bellevue
“BPW-230105 BELLEVUE PUBLIC WORKS ODORANT BUILDING RENOVATION – PHASE 2”

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “BPW-230105 BELLEVUE PUBLIC WORKS ODORANT BUILDING RENOVATION – PHASE 2” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 1, 2 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within **two hundred (200) Calendar Days**. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

TOTAL LUMP SUM BASE BID:

Four hundred fifteen thousand four hundred _____ Dollars
(\$ 413,400.00)

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

Respectfully submitted:


Signature of Bidder - Title

~~Debra L. Mathews, President~~
Typed or Printed Name

All Purpose Construction
Name of Company

7010 S. 66th Street
Business Address

LaVista, NE 68128

DUNS #

A00648

City of Bellevue Contractor's License #/or approved equivalent

402-331-2550
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

TABULATION OF BIDS

Project: Bellevue Public Works
Odorant Building Renovation
 Bid Date: Thursday, September 7, 2023
 Bid Location: BPW Office (1510 Wall St., Bellevue, NE 68005)

\$384,000

HGM ASSOCIATES INC.
 640 Fifth Avenue
 Council Bluffs, Iowa 51501
 HGM Project No. **102323**
 BPW-230105

		BIDDER:				
		LABOR	ALL-PURPOSE CONSTRUCTION	RIFE CONSTRUCTION	RIFE GEN CONTRACTORS	
ITEM NO.	DESCRIPTION					
A	Bid Bond Included	✓	✓	✓	✓	
B	Addenda (2) Acknowledged	✓	✓	✓	✓	
C	Lump Sum Bid	\$448,500	\$413,400	\$497,000	\$418,000	
D	Calendar Days	200	200	200	200	200

		BIDDER:				
ITEM NO.	DESCRIPTION					
A	Bid Bond Included					
B	Addenda (2) Acknowledged					
C	Lump Sum Bid					
D	Calendar Days	200	200	200	200	200

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 19, 2023		SUBMITTED BY: Legal/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:

License Agreement with Google Fiber NE, LLC

SYNOPSIS/BACKGROUND:

This is a non-exclusive license agreement with Google Fiber NE, LLC for the installation of network facilities in the public right-of-way. Google Fiber NE, LLC will install and operate a fiber optic infrastructure network for the purpose of offering communications services, including broadband Internet access service.

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 License Agreement between the City of Bellevue and Google Fiber NE, LLC

ATTACHMENTS:

1. <input type="text" value="License 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: _____

Aimee B...
[Signature]
[Signature]

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF BELLEVUE AND
GOOGLE FIBER NE, LLC FOR THE INSTALLATION OF NETWORK FACILITIES IN THE
PUBLIC RIGHT-OF-WAY**

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is by and between the City of Bellevue, a City organized and existing under the laws of the State of Nebraska ("**City**"), and Google Fiber NE, LLC, a Nebraska limited liability company, and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public ways and extensions and additions thereto, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City, excluding rail (collectively, "**Public ROW**").
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("**Customers**") or communications services classified as telecommunications services or any services that require certification by the Nebraska Public Service Commission ("**PSC**").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. City grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use. In accordance with the City's standard ordinances and policy for providers conducting work in the Public ROW, additional terms and conditions with respect to the Licensee's use and occupancy of the Public ROW to perform the Work are set forth on **Exhibit A** attached hereto.



- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of this Agreement and local law, the applicable provisions of this Agreement will prevail.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Subject to the requirements as described in **Exhibit A** attached hereto and Chapter 28 of the Bellevue Municipal Code, Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City. City, by and through its Public Works Director or his/her designee, reserves the right to deny or delay any permit due to the failure of Licensee to comply with the requirements of this Agreement, Exhibit A hereto, and/or Chapter 28 of the Bellevue Municipal Code.
- 2.2. Permit Fees. Licensee agrees to pay applicable permit fees consisting of the costs incurred by the City associated with additional administrative coordination and public



communications, monitoring and documentation of disturbance and repair of Public ROW, plan review, investigation and potential conflicts with City infrastructure, and assisting Licensee with locating City infrastructure. City intends to retain a third-party provider to assist City staff with and/or perform these activities as determined by City. Permit fees shall be determined and communicated to Licensee prior to approval of any permits sought by Licensee and shall be paid prior to the start of Work in the area identified in the permit granted to Licensee.

- 2.3. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.4. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City. Licensee will comply with and follow all City applicable ordinances in all work it performs in the Public ROW. Licensee has obtained the necessary approvals, licenses or permits, if any, required by federal and state law to provide Broadband Internet Services consistent with the provisions of this Agreement.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.7. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.7 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.8. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.
- 2.9. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.
- 2.10. Access to Broadband Internet Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential Customers on the basis of race, color, creed,



religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential Customers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

- 2.11. Non-Interference. Licensee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Licensee so as to cause the minimum interference with gas, electric, water, sewer or other utility facilities and with the rights or reasonable convenience of property owners that adjoin Public ROW.
- 2.12 Local Agent. The Licensee shall, at its own cost, maintain a local agent available on a twenty-four hour per day, seven day per week basis, to provide to the City, any public entity, or any other persons, permitted to do work in the street right-of-way, detailed and accurate information concerning the locations, whether in plan, section or profile, or any combination of the same, of the Licensee's cable, appurtenances or other facilities. This requirement can be satisfied by the Licensee's utilization of a local utility locating service maintained by others, or this provision may be satisfied by any other local, competent agency.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City under this section will be separate from Licensee's obligation to pay any license fees it may be required to pay.
- 3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with planned use of the Public ROW or other City property by the City of Bellevue, Metropolitan Utilities District, the State of Nebraska, or any other political subdivision (as defined by the IRS) for any governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network.



Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) days' written notice.

- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless the City reasonably determines, and substantiates in writing to Licensee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of Bellevue. In that event, Licensee shall be entitled to reimbursement of its reasonable costs from the third party incurred in relation to its Network Facilities. If there is a dispute between Licensee and the affected third party, City will attempt to mediate the dispute between the parties so as to seek to avoid or mitigate unreasonable delay.
- 3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based Broadband Internet Services.
- 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit B ("Authorized Individuals")**. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Compensation for Use of Public ROW.

- 5.1. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License



Fee will begin accruing on the Effective Date (as defined below) and will be calculated as follows:

5.2. License Fee. Licensee will pay City two percent (2%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter. Upon request of the City, a payment shall be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

5.2.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.2.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;
- (vii) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and



- (ix) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter services, or other items of value will be included in Gross Revenues.

5.3. **Pass Through.** Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.

5.4. **Change in Law.** Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the License Fee or to pay a License Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.

6. **Defense and Indemnity.**

6.1. **Obligations.** Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").

6.2. **Exclusions.** Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.

6.3. **Conditions.** Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL,



INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

8. **Performance Bond.** Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of twenty-five thousand dollars (\$25,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

9. **Insurance.**

9.1. Licensee will carry and maintain:

9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.

10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive ten (10) year terms (each a "**Renewal Term**") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

11. **Termination.**

11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.



12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. Meet and Discuss. Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.

15. General Provisions. This Agreement is governed by the laws of the state of Nebraska. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed



by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

16. **Approval.** This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.
17. **Reservation of Rights.** The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived such rights.
18. **Severability.** If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

[Signature page follows]



Signed by authorized representatives of the parties on the dates written below.

Google Fiber NE, LLC

City of Bellevue, Nebraska

(Authorized Signature)

(Authorized Signature)

(Name)

Rusty Hike

(Title)

Mayor

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:
11500 Wall Street
Bellevue, NE 68005

Date: _____

Date: _____



Exhibit A

Statement of Policy

This Statement of Policy on City Property and in Public ROW ("Exhibit A") is hereby appended to, incorporated by reference into, and made a part of that certain Non-Exclusive Public ROW License Agreement by and between the City and Licensee (the "Agreement"). This Exhibit A shall not be amended or modified except by written instrument executed by the City and Licensee in accordance with the terms of Section 15 of the Agreement. Capitalized terms used herein but not otherwise defined shall be ascribed such meaning as are set forth in the Agreement.

Section A – Permitting Required

(i) Pursuant to City Code 28-76, it shall be unlawful for any person to cut into any paving, curb or sidewalk, or perform any excavation in the public rights-of-way located within the boundaries of the city for any purpose whatsoever without having first obtained a permit from the public works administrative division.

(ii) Following initial application and discussions with the Public Works Department concerning the placement of such cable and its appurtenances, the Licensee shall supply accurate drawings sealed by a Nebraska licensed professional engineer produced to a scale of one (1) inch equaling fifty (50) feet. The plans shall be detailed plans of the proposed route, with right of way lines and payment lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for conflicts with other utility structures and conduits.

Section B – Construction Specifications

(i) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. The Public Works Department will work with Licensee to allow construction of any project in segments as long as in the opinion of the Public Works Department, the extent of the work in any segment or on multiple segments, will not materially interfere with the public's use of the public right-of-way. All excavations in the public streets and right-of-way shall comply with Chapter 28 of the Bellevue Municipal Code and all of Licensee's contractors shall comply with all permitting requirements, except that the provisions concerning bonds contained within this Policy shall control.

Section C – Duties of Licensee

- (i) Subject to the terms of the Agreement, Licensee shall provide the following to City and shall update as requested or when major modifications are expected or have occurred:
- (a) Daily point of contact for the work being performed and resolution of issues;



- (b) Map(s) (provided electronically in GIS, DWG, DGN, or KMZ format) of the proposed installations/improvements, planned final in situ condition (e.g., fiber in conduit, fiber encased duct bank, direct bury fiber, overhead fiber, etc.) and the intended use of the ultimate improvements (i.e., backbone, residential service, commercial service, future conduit, etc.) with each permit application to allow City to understand the magnitude and boundaries of the proposed work to be performed under the permit;
 - (c) Detailed schedule for installation of conduit and appurtenances by sub-area and/or street segment;
 - (d) A list of contractors and subcontractors prior to starting the work in any area and provide proof of qualifications upon request. Subcontractors, including concrete contractors, need to be qualified firms for the work they are performing;
 - (e) Planned traffic control, hours and duration of any traffic lane restrictions, and methods of installation to be used. It is the responsibility of the holder of the permit to provide and maintain all traffic control devices at the work site until work is completed as prescribed in the Manual of Uniform Traffic Control Devices, Section 28-77.1(d);
 - (f) Intended installation location (if different than in or immediately adjacent to the ROW);
 - (g) Planned installation depth for linear subsurface installations and manner of installation (i.e., open trench, boring, aerial);
 - (h) Planned potholing plan for pre-installation investigation;
 - (i) Location of all planned on-site equipment and/or material storage or stockpiling location within the ROW;
 - (j) As-built drawings in electronic (GIS, DWG, DGN, or KMZ) format including conduit size and installation depth and location and type of all appurtenances;
 - (k) Licensee point of contact for obtaining utility locates on Licensee facilities during and after installation;
 - (l) All construction crews must have their vehicles clearly labeled with their company name or Licensee's name. All vehicles must be legally parked or contained within a barricaded work zone while work is ongoing;
 - (m) Licensee shall avoid boring through or otherwise installing facilities through existing sewer pipes and manholes. Any damage to sewer facilities shall be immediately remedied to the satisfaction of City;
 - (n) Licensee shall correct any settlement of patching, panel replacements, or earth backfill associated with any operation related to the installation of Licensee facilities; and
 - (o) Licensee shall be responsible for arranging and managing all utility locates and the removal of all utility locate flags from the site upon completion of the work.
- (ii) All concrete shall use mix type L60 or L65. Potholing and Patching or Panel Replacement Requirements shall conform to the following:
- (a) Potholing
 1. All holes in pavements, sidewalks, driveways or other similar hardsurfacing shall be neatly cut core holes not greater than 12" in diameter or square;
 2. Upon completion of locating subsurface facilities, the subsurface void shall be backfilled with flowable fill or a material acceptable to City. All subsurface backfill shall be cohesive, self-compacting materials capable of bonding to or expanding



to create a reasonably impermeable connection with surrounding materials and provide suitable support to avoid settlement, water migration, or pavement deflection. Fill to the bottom of pavement or within 12" of the top of the surrounding ground in turf/soft-surfaced areas. Backfilling operations shall correct any voids due to sloughing of surrounding materials;

3. The finished surface shall be patched or removed and replaced as outlined below within 48 hours for core hole punching, 72 hours for arterial and collector roadways, and within 5 days on local and residential roadways;
4. All grout used for core hole filling shall be commercially available, non-shrink construction grout;
5. All concrete used for panel replacements shall be a City-approved, plant produced concrete mix; and
6. All concrete panel replacement joints or asphalt patches larger than a core hole shall be sealed along the perimeter using a bituminous tar sealant acceptable to City.

(b) Concrete Roadways, Parking Lanes, Driveways and Parking Lots

1. Single core hold >4' away from a joint – patch hold within 48 hours using grout struck off 0-1/4" below top of pavement;
2. Replace ½ panel (width or length) for any panels having:
 - a. Core holes within 4' of a joint;
 - b. Multiple core holes in same half of the panel regardless of location to the joint; or
 - c. Core holes that are expanded to allow for adjacent investigations.
3. Replace the full panel using a City-approved, plant produced concrete mix for any panels having core holes in 3 or 4 quadrants of the panel.

(c) Asphalt-surfaced or full-depth Asphalt Roadways, Parking Lanes, Driveways and Parking Lots

1. Patch hold within 48 hours using a grout struck off 0-1/4" below top of pavement or a combination of grout topped with a 1½"-2" asphalt hot mix or cold mix patch.

(d) Sidewalks

1. Replace full panel for any panels disturbed by subsurface investigation work.

(e) Grassed/Soft Surfaced Area

1. Cap the subsurface backfill with 12" of compacted topsoil covered with seed and erosion control blanket or sod the area as directed by City.

Section D – Duties of City

The City shall provide:

- (i) Utility as-built maps to Licensee (where available), City-designated representatives to review design plans to assist Licensee in identifying locations where conflicts may exist, and City-designated field staff to identify work with Licensee field staff to determine approximate locations of City-operated sanitary sewer mains and underground traffic signal infrastructure for Licensee to pothole or otherwise investigate as they deem necessary to determine if a



- potential conflict with the Licensee design exists.
- (ii) Available GIS mapping of City sewers. This information is not complete for the entire City and field verification is highly recommended prior to using the information provided. The City does not locate for storm sewers since they are typically straight line installations between manholes and inlets visible from the surface.
 - (iii) ROW access in accordance with the terms of the Agreement.



**EXHIBIT B
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of Bellevue, Nebraska

[Addressee]

[Address]

Re: Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated _____ between **City of Bellevue, Nebraska** and **Google Fiber NE, LLC** ("**Google Fiber**"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to City on behalf of Google Fiber.

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by City.

Kind regards,

[Name]

Manager, Google Fiber NE, LLC

