

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

Tuesday, December 5, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Gary Fuller, Avery Church, 1910 Avery Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the City Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the November 21, 2023 City Council Minutes.
 2. (*) Acknowledge receipt of the November 16, 2023 Planning Commission Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Presentation on Annual Renewal of the City Employee Medical, Dental, Vision, Life, and Disability Insurance for 2024 - Mike Williams.
8. ORGANIZATIONAL MATTERS:
 - a. (*) Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2024 calendar year Highway Incentive Program, from January 1, 2024 through December 31, 2024.
 - b. +++ (*) Recommendation to appoint Rebecca Zurcher to Bellevue Municipal Corporation. (Mayor Hike)
 - c. +++ (*) Recommendation to appoint Heath Paulson to the LB 840 Citizen Advisory Committee. (Mayor Hike)
 - d. Election of the City Council President for 2024. (Motion would be needed to vote by secret ballot)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4136: Request to rezone Tax Lot7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)
 - b. Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)

b. Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

c. Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

d. Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

e. Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve renewal of insurance plans and premiums for the 2024 calendar year. (Finance Director)

b. Approve and authorize the Mayor to sign the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of November 7, 2023 and to rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. (City Clerk)

c. Approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238. (Planning Director)

d. Request to authorize the City Attorney to initiate eminent domain proceedings on certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way. (Public Works Director/Legal Department)

e. Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new Playground Equipment & Shelter for Everett Park and new shelter for Swanson Park, in an amount not to exceed \$207,169.00 plus potential city initiated Change Orders of 10% (\$20,716.90) for a total project cost of \$227,885.90. (Public Works Director)

f. Approve and authorize the Mayor to sign Amendment No. 1 to the JEO Consulting Group Inc. Agreement for engineering consulting services, in an amount not to exceed \$27,000.00. (Public Works Director)

g. Approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company for Professional Services pertaining to Streetscaping Mission Ave. - Washington to Hancock, in an amount not to exceed \$619,411.00. (Public Works Director)

h. +++ Approve and authorize Mayor to sign the Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the lease of 1003 Lincoln Road, in the amount of \$1/month. (Library Director/Legal Department)

i. +++ Approve and authorize the Mayor to sign the Nebraska Designation/Revocation Certification Form designating Harrison Johnson as the sole individual authorized by Bellevue to inspect the Bellevue sales tax information. (Finance Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports [\(November report is attached to this Council packet\)](#)

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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12/5/2023

Bellevue City Council Meeting, November 21, 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 21st day of November 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent: 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. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. 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. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, provided the invocation.

Mayor Hike paid respects and tribute to Officer Chris Abbott who passed away on November 18, 2023.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the 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: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the November 7, 2023 City Council Minutes, Approval of Claims; and recommend the reappointment of Dr. Tony Yonkers and Dr. Jeff Akerson to the Bellevue Board of Health for a 4-year term, ending July 2027.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard Pipes and Glass LLC dba "Wizard Pipes and Glass" located at 1505 Galvin Road South, Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager. (City Clerk)

Councilman Cook questioned the applicant on how long his business has been opened.

Mr. John McKercher, 13513 South 34th Street, replied the business has been open since August 2014.

Councilman Cook clarified the requested license is to sell alcohol as packaged to go, not to drink on site. He questioned if there is a drive thru. Mr. McKercher explained the license will be for off sale only, not to drink on site, and there is no drive thru nor would the building allow for one.

Councilman Cook questioned if there is any intention to expand the business. Mr. McKercher stated no.

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 else in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

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Bellevue City Council Meeting, November 21, 2023, Page 2

Motion was made by Cook, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Wizard Pipes and Glass LLC dba "Wizard Pipes and Glass" located at 1505 Galvin Road South, Suite 5, Bellevue, NE 68005 and John C. McKercher as Manager.

Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: Casey; absent: Welch. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4135: Compensation Ordinance as Updated. (HR Director)

Ordinance No. 4135: 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 a pamphlet form; repealing Ordinance No. 4134; and providing for an effective date was read for a second time and a public hearing was held.

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, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

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

Mr. Kyle Rhone, 1908 Madison Street, wanted to remind Council and fellow citizens spending has been increased by 42 percent this year.

No one else in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike declared the public hearing closed.

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 4135. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Ordinance No. 4136: Request to rezone Tax Lot 7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)

Ordinance No. 4136: 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 2004 Harlan Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read for a 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.

Mayor Hike stated applicant was present if anyone had questions.

With no one 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 December 5, 2023.

Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)

Ordinance No. 4137: 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 South 29th Avenue and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for a 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.

Ms. Ann Post, Rembolt Ludtke Law Firm, 1128 Lincoln Mall, Lincoln, Nebraska, was present on behalf of the applicant. The request for the change of zone was approved by the Planning Department and Planning Commission. The lot is previously zoned BNH Commercial, and the requested zone change is to RG-28. The change of zone is a step in the process for multi-family development, however there is no intention to build out, at this time. The staff recommendation report contains a conceptual site plan. Ms. Post pointed out a traffic study has been done and reviewed by the Bellevue Public Work Department. The Public Works Department found there was no major impact to the area based on this

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Bellevue City Council Meeting, November 21, 2023, Page 3

development. She pointed out the zoning request for multi-family has less impact on traffic versus a commercial development. Ms. Post mentioned the intersection at 28th and Capehart Road was included in the traffic study. The study indicated a signal would not be warranted.

Councilman Cook mentioned he appreciates the traffic study as he had concerns with the southeast corner at 29th coming up to Capehart in the future.

Councilman Casey questioned if Lil' Burro has provided any feedback. Ms. Post replied they have not received any comment. Conversation ensued.

With no one 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 December 5, 2023.

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)

Ordinance No. 4138: An ordinance to amend Section 30-137 of the Bellevue Municipal Code establishing minimum monthly sewer charges for residential and commercial users in the City of Bellevue; to repeal Section 30-137 of the Bellevue Municipal Code as heretofore to existing; and to provide for the effective date of this ordinance was read for the first time.

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

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approval of Event Application for Green Line Running Event to hold the American Hero's Half Marathon and 5K on Saturday, May 26, 2024 from 6:00 a.m. to 11:30 a.m. along Keystone Trail - starting and ending at Hayworth Park Ball Fields. (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.

Mr. Joe Ramos, 5003 Clearwater Drive, stated his request is for an event application for Green Line Running Event to hold the American Hero's Half Marathon and 5K on Saturday, May 26, 2024. from 6:00 a.m. to 11:30 a.m. along Keystone Trail - starting and ending at Hayworth Park Ball Fields.

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

Motion made by Burns, seconded by Casey, to approve an Event Application for Green Line Running Event to hold the American Hero's Half Marathon and 5K on Saturday, May 26, 2024 from 6:00 a.m. to 11:30 a.m. along Keystone Trail - starting and ending at Hayworth Park Ball Fields. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

RESOLUTIONS: NONE

CURRENT BUSINESS:

Authorize the purchase of stainless-steel spreaders and snowplow blades for the street department's new trucks, in an amount not to exceed \$58,347.24. (Public Works Director)

Motion was made by Cook, seconded by McCaw, to authorize the purchase of stainless-steel spreaders and snowplow blades for the street department's new trucks, in an amount not to exceed \$58,347.24.

Councilman Burns requested additional information whether these are replacing spreaders and blades.

Mr. Dave Goedeken, Public Works Director, explained these are replacement parts. Plans are to surplus the blades and spreaders. He stated all the items presented this evening will surplus out. He explained the condition of existing blades and spreaders require replacement over time.

Councilman Burns questioned if the city didn't have the items would it have a negative impact on snow removal. Mr. Goedeken replied yes.

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

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Authorize the purchase of five (5) 2024 Ford trucks for the street department, in an amount not to exceed \$373,884.00 (\$62,314.00 each). (Public Works Director)

Motion was made by Casey, seconded by Cook, to authorize the purchase of five (5) 2024 Ford trucks for the street department, in an amount not to exceed \$373,884.00 (\$62,314.00 each).

Councilman Burns requested confirmation on these replacement vehicles and if existing ones are not repairable. Mr. Goedeken replied they are not repairable, and they will surplus out five (5) existing vehicles.

Councilman Burns questioned what information the replacements are based on. Mr. Goedeken explained the Fleet Maintenance Department keeps records on services and maintenance done to the vehicles. Another factor is the age and the wear and tear on vehicles. Mr. Goedeken noted these vehicles were in last year's budget. Due to the supply issues, they were carried over to this budget year. Discussion occurred on the upkeep and maintenance of vehicles versus replacing them. Councilman Burns questioned if the vehicles are not purchased would it negatively impact snow removal. Mr. Goedeken explained it would affect budgets in the future. He stated if a truck breaks down during snow removal that would also cause a negative impact.

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

Authorize the purchase of Freightliner 114 SD Plus for the street department, in an amount not to exceed \$133,934.00. (Public Works Director)

Motion was made by Cook, seconded by McCaw, to authorize the purchase of Freightliner 114 SD Plus for the street department, in an amount not to exceed \$133,934.00.

Councilman Burns questioned what the vehicle is used for. Mr. Goedeken explained it is a tractor used to move heavy equipment. Discussion followed.

Councilman Burns requested the council have information on these purchases when going to City Council in the future.

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

Authorize the purchase of a 35-ton detachable air ride trailer from Kaufman Trailers for the street department, in an amount not to exceed \$54,745.00. (Public Works Director)

Motion was made by Casey, seconded by Preister, to authorize the purchase of a 35-ton detachable air ride trailer from Kaufman Trailers for the street department, in an amount not to exceed \$54,745.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve the purchase of five (5) heat pumps from MMC Mechanical Contractors replacing pumps in the 1510 Wall Street Building, in an amount not to exceed \$55,341.00. (Public Works Director)

Motion was made by McCaw, seconded by Cook, to approve the purchase of five (5) heat pumps from MMC Mechanical Contractors replacing pumps in the 1510 Wall Street Building, in an amount not to exceed \$55,341.00.

Councilman Preister questioned how old the existing units are. Mr. Goedeken replied he is unsure. There are 80 units in the building and they are trying to replace the older units with new efficient units. Conversation ensued.

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

Approve and authorize the Mayor to sign the agreement between 4SA and the City of Bellevue for use of Aspen Park ballfields beginning March 20, 2024 to October 31, 2024, in an amount not to exceed \$2,000.00. (Parks Department)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the agreement between 4SA and the City of Bellevue for use of Aspen Park ballfields beginning March 20, 2024 to October 31, 2024, in an amount not to exceed \$2,000.00.

Councilman Preister stated the neighbors have concerns. The two main concerns are whether the city should be doing the tournaments and whether someone could be making money off the city.

Mr. Jim Ristow, City Administrator explained approximate amount for tournaments, on a high end, is \$1500.00. The tournament sponsor also covers officials and field maintenance. They incur cost within the \$1500.00. If the city were to run this tournament, they would need to put a field director there and officials. This would be a nightmare for the city to manage. He explained 4SA mows and drags the

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field, all with their resources. As part of the agreement, they can store the equipment on site. Mr. Ristow mentioned since 4SA has utilized the park, vandalism in the park has decreased immensely. Discussion followed on park hours and single entry to the park. Mr. Ristow mentioned 4SA also pays for portable restrooms. Conversation ensued on the hours of the tournament, running stop signs, parking, and police control.

Mr. Goedecken noted he spoke to a representative on the cost of tournaments. He stated in this area, typical cost for the tournament is between \$500 - \$700. They do not charge an admission fee. Discussion followed.

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

Approve and authorize the Mayor to sign the amendment to the Sarpy Douglas Law Enforcement Academy Interlocal Agreement (SDLEA), which would allow Metro Community College to become a member of the academy. (Police Chief)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the amendment to the Sarpy Douglas Law Enforcement Academy Interlocal Agreement (SDLEA), which would allow Metro Community College to become a member of the academy. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the United States Postal Service (USPS) for the request by the USPS to have a Bellevue Police Detective on their Task Force. (Captain Tim Melvin)

Motion was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the United States Postal Service (USPS) for the request by the USPS to have a Bellevue Police Detective on their Task Force. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the renewal of the Operative IQ Software Licensing Agreement for a 3-year term from November 21, 2023 to November 21, 2026. (Battalion Chief Strachota)

Motion was made by Casey, seconded by McCaw, to Approve and authorize the Mayor to sign the renewal of the Operative IQ Software Licensing Agreement for a 3-year term from November 21, 2023 to November 21, 2026. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (November report will be attached to the December 5th meeting packet).

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Casey, the meeting was adjourned at 7:17 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. 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 November 21, 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

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Bellevue Planning Commission Meeting, November 16, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 16, 2023, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Ackley, Lasenburg, Bennett, and Perrin. Also present were Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the 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 Taylor-Jones, seconded by Ackley, to approve the minutes of the October 26, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

Motion was made by Jacobson, seconded by Ackley, 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.

The following item was on the Consent Agenda:

2.a. Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II. Applicant: Amanda Iwansky. General location: 215 Bellevue Blvd. S. Case #'s: Z-2310-18, S-2310-15.

There was no one present to speak in favor of, or in opposition to this request.

Motion was made by Jacobson, seconded by Sims, to Approve the Consent Agenda item as presented. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2 & 1B2B1, Twin Ridge II. Applicant: Bapaji Maharaj, LLC. General location: 1110 Ft. Crook Rd. S. Case #: ECD-62

Aerni asked staff for updates. Curry stated there were no updates but gave a brief overview of the application. She said the property was previously designated as blighted and substandard by the City Council in August 2010. Curry stated the Redevelopment Plan is the next step in this process. She stated the site is located southwest of the intersection of Fort Crook Road and Lloyd Street. Curry said the site has an existing 40,549 square foot two-story motel built in 1973. She said the applicant is proposing to rehab the hotel into a modern extended stay hotel. Curry stated the Planning Department is recommending approval of the Redevelopment Plan based on conformance with the Comprehensive Plan, State Statutes, and the elimination of a blighted and substandard area.

Andrew Willis, 233 S. 13th St., Lincoln, NE, was present on behalf of the applicant. He stated the proposed Redevelopment Plan project will transform the 1973 motel and turn it from a standard motel into an extended stay facility. Willis said one of the biggest changes will be kitchenettes in each room. He said this is approximately a four-million-dollar project taking the existing motel and rehabbing it making it look very nice on the exterior and interior. Willis stated there will be a laundry mat added that will be available to the extended stay residents as well as the public. He said the TIF (Tax Increment Financing) request is for \$350,000 dollars based on the proposed incremental value.

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

Hankins requested clarification as to the amount of the TIF. Discussion ensued regarding the TIF

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Bellevue Planning Commission Meeting, November 16, 2023, Page 2

request and improvement costs.

Ackley asked the applicant how the increment was created with just adding a kitchenette to each room and the laundry mat. Willis stated with 96 rooms, the increment is approximately \$40,000 dollars per key. He said based on the room renovations and the exterior renovation, the \$40,000 is reasonable for this type of hotel.

Aerni discussed the proposed 8% interest rate and stated recent approved plans have not had a rate that high. Willis stated the reason for the 8% is the same reason loans on mortgages are 7.5%. He said the rising interest in general will justify the higher TIF rates. Aerni asked staff if the Finance Director approved the 8%. Palm stated the Finance Director was okay with the proposed 8% rate. Discussion ensued regarding principal and interest.

MOTION was made by Ackley, seconded by Hankins to recommend APPROVAL of a request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2 & 1B2B1, Twin Ridge II. Applicant: Bapaji Maharaj, LLC. General location: 1110 Ft. Crook Rd. S. Case #: ECD-62. APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, and conformance with the requirements of the State Statutes. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

PUBLIC HEARING was held on a request for a conditional use permit for Lot 1, Coastal Mart Addition, for the purpose of automobile sales. Applicant: Del Auto Sales, LLC. General location: 2605 W Chandler Rd. Case #: CUP-2308-03.

Aerni asked staff for updates. Palm stated there were no updates but gave a brief overview of the request. She stated the property is located at 26th Street and West Chandler Road and has an existing gas station/convenience store which has been vacant for a number of years. She said the property is currently zoned BG (General Business) which allows for a CUP (Conditional Use Permit) under that zoning district for automobile sales. Palm stated the applicant has submitted a site plan which conforms to the city's zoning regulations. She said the Public Works Department and the Fire Department have reviewed it and approve of the proposed layout. Palm stated staff is recommending approval of this request.

Paul Kimmons, 1808 N 87th St., Omaha, NE, stated he was the architect on the project. He stated this site is a good location and with the improvements being made it will be a plus to the community.

Diego Barraza, 2605 W. Chandler Rd, Bellevue, NE, stated this is a good location for his first car lot.

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

MOTION was made by Jacobson, seconded by Sims to recommend APPROVAL of a request for a conditional use permit for Lot 1, Coastal Mart Addition, for the purpose of automobile sales. Applicant: Del Auto Sales, LLC. General location: 2605 W Chandler Rd. Case #: CUP-2308-03. APPROVAL based upon compliance with the requirements of the Zoning Ordinance and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

PUBLIC HEARING was held on a request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County NE, and all abutting rights-of-way. Applicant: City of Bellevue.

Aerni asked staff for updates. Palm stated there were no updates but gave a brief overview of the request. She stated the annexation package has been broken into four proposed areas. Palm said for the public who are present and want to testify a map will be shown for each of the four areas. Palm stated annexation is naturally the next step for a city's growth and development. She said over the last three or four years the city has annexed various sections to the north and east of these annexation packages. Palm said some of the changes with annexation will include services such as garbage, Public Works, and City of Bellevue Police Department. Palm stated previously any areas with AG (Agricultural District) zoning that were annexed would lose their greenbelt status with Sarpy County but because of a recent change in State Statutes this is no longer the case. She said the city's levy is different than the county's levy but, in these areas, there is an Eastern Sarpy Fire General and an

MINUTE RECORD

Bellevue Planning Commission Meeting, November 16, 2023, Page 3

Eastern Sarpy Fire Bond levy that will be removed and will lessen the change in levy. Palm stated the city sees this area as having potential economic development if the landowners choose to sell any of their properties. She said one item the city is wanting to move forward on is an application for a Good Life Tax District, which requires the property in the city limits.

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

Ackley stated in the past he was opposed to annexing ag land. He said in 2021 there were legal cases involving Gretna and Bellevue to distinguish rural and suburban designations. Ackley stated in 2021 based on both of those cases the Supreme Court changed the law making it okay to annex ag land if it is not deemed rural in nature but instead is deemed suburban. He said because of that the legislature in 2023 passed statutes to say if agricultural land is annexed and is still used for agricultural purposes the owner can apply for greenbelt which assesses the land at 75% of its value. Ackley stated so for those owners who are concerned about the tax impact, they can still qualify for the ag greenbelt valuation, but they must apply for it.

MOTION was made by Ackley, seconded by Jacobson to recommend APPROVAL of a request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. APPROVAL based upon the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

PUBLIC HEARING was held on a request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County NE, and all abutting rights-of-way. Applicant: City of Bellevue.

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

MOTION was made by Ackley, seconded by Taylor-Jones, to recommend APPROVAL of a request to annex Tax Lot 24, located in Sect. 22, T13N, R13E, of the 6th P.M., Sarpy Co. NE, and all abutting rights-of-way. Applicant: City of Bellevue. APPROVAL based upon the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

PUBLIC HEARING was held on a request to annex Tax Lot 21, Tax Lot 20, Tax Lot 19A2, Tax Lots 13 & 14B, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 22, Lot 1, Hike Addition, Tax Lot 10, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

Donald Evans, 1709 Platteview Rd., Bellevue, NE, inquired who determines the zoning when the property is annexed. Palm stated the zoning does not change with this application. Evans stated he has heard there are plans to develop a water park or casino in this area. He stated he has been approached by the Mayor and City Administrator to sell his property. Palm stated the request for annexation does not have anything to do with the sale of land. Evans asked if the mayor requested the annexation. Palm stated the City Administration has requested this annexation to be moved forward. Evans stated the mayor has told him this area will become part of the City of Bellevue for development. Palm stated this application does not have anything to do with the sale or development of the property. She said that would be a different process. Discussion ensued regarding who to contact regarding the development plans for this area. Evans inquired if he could be forced to sell once it is annexed. Palm stated this annexation has nothing to do with the sale, rezoning, replatting or development of these properties.

David Schroeder, 1811 Platteview Rd., Bellevue, NE, inquired what happens if they do not want the services provided by this annexation. Palm stated the city will not force anyone to hook up to water and sewer if they do not want to. She said if the property is replatted then Subdivision Regulations would require those hook ups if they were available within 1,000 feet. Discussion ensued regarding the replatting of these properties. Schroeder stated for the record he is not happy with this annexation. He said he believes this annexation is leading to the casino and horse track that the mayor wants to bring to Bellevue. Schroeder stated Bellevue does not need a casino and horse track and all the bad things it brings with it.

MINUTE RECORD

Bellevue Planning Commission Meeting, November 16, 2023, Page 4

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

MOTION was made by Jacobson, seconded by Ackley to recommend APPROVAL of a request to annex Tax Lot 21, Tax Lot 20, Tax Lot 19A2, Tax Lots 13 & 14B, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 22, Lot 1, Hike Addition, Tax Lot 10, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. APPROVAL based upon the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

PUBLIC HEARING was held on a request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, all Tax Lots 2B East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

Paul Hartman, 14814 S. 10th St., Bellevue, NE, inquired what services he would receive with this annexation. He said he has concerns regarding the snow removal which at this time is being done by Sarpy County and they do a great job. Palm stated the city would assume responsibility for any public right-of-way. She said the city may contract with the county so the county could potentially still be handling the snow removal this season. She said the city has a very good Public Works Department and believes he will receive that same quality of service from Bellevue.

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

Ackley stated with the annexation package the city must contemplate how many new road miles they will be picking up. He stated with this package they are picking up 13.25 lane miles for maintenance and based on that they will budget for one additional personnel, and one single axle plow to take care of the additional areas.

MOTION was made by Ackley, seconded by Taylor-Jones to recommend APPROVAL of a request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, all Tax Lots 2B East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. APPROVAL based upon the natural growth and development of the City. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 19, 2023.

Meeting adjourned at 6:46 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*6.
12/5/2023

CLAIMS FOR DECEMBER 5, 2023

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CITY ADMINISTRATION		
CANTEEN REFRESHMENT SERVICES	COFFEE SUPPLIES	417.54
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	342.12
		<u>\$ 759.66</u>
LEGAL		
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	60.37
		<u>\$ 60.37</u>
CABLE ADVISORY		
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	301.87
		<u>\$ 301.87</u>
CITY CLERK		
AMERICAN LEGAL PUBLISHING CORP	INTERNET RENEWAL 2023/12/28-2024/12/28	550.00
MICROFILM IMAGING SYSTEMS	LASERFICHE 2023/10/31-2024/10/30	534.00
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	523.24
SUBURBAN NEWSPAPERS	LEGAL ADS	264.87
		<u>\$ 1,872.11</u>
FINANCE/RISK MANAGEMENT		
HANEY SHOE STORE	SAFETY SHOES-3 EMP	509.99
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	442.74
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES	400.00
		<u>\$ 1,352.73</u>
LIBRARY		
COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	107.39
CENGAGE LEARNING, INC	BOOKS	655.79
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
FONTENELLE FOREST	MEMBERSHIP DEC 2023-DEC 2024	300.00
INGRAM LIBRARY SERVICES	BOOKS	1,950.19
LIBRARY IDEAS	VOX BOOKS	84.26
OVERDRIVE, INC	CONTENT PURCHASES	2,000.00
QUADIENT FINANCE USA, INC	2023 OCTOBER LIBRARY POSTAGE	600.00
QUADIENT FINANCE USA, INC	2023 OCTOBER LIBRARY NEOSHIP	737.34
		<u>\$ 6,524.85</u>
ADMINISTRATIVE SERVICES		
ASHLEY DECKER	REIMB CONFERENCE EXPENSES	543.26
BENEFIT PLANS	PARTICIPANT FEES	1,055.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	59.00
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	342.12
SUBURBAN NEWSPAPERS	LEGAL AD	33.47
THE VOICE NEWS	LEGAL AD	22.59
		<u>\$ 2,055.44</u>
CODE ENFORCEMENT		
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	124.07
CLAYTON GRUHN	RAISED CANOPY, TRIM BRANCHES	1,895.00
CROW LAWN CARE LLC	MOWING	4,900.00
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	124.41
		<u>\$ 7,043.48</u>
PUBLIC WORKS		
JOHN KRAGER	REIMB MILEAGE FOR SEMINAR	68.12
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	208.92
TRAVELERS	LIABILITY CLAIM 2022/10/01-2023/10/01	306.00
		<u>\$ 583.04</u>

MINUTE RECORD

CLAIMS FOR DECEMBER 5, 2023

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PARKS

COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	214.78
METROPOLITAN UTILITIES DIST	2023/10/06-2023/11/01 MONTHLY SERVICE	518.21
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	877.00
ALEXANDER LAWN & LANDSCAPE, INC	MOWING-FINAL 2023/11/07	1,066.40
DAY ELECTRIC SERVICE, INC	REMOVE FOUNTAINS FROM LAKE	260.00
		<u>\$ 2,936.39</u>

RECREATION

COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	88.39
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/10/11-2023/11/10	34.97
FINISHED EDGE, INC	NEW BUMPER-REC 7	2,046.91
MIDWEST STORAGE SOLUTIONS	TABLES, CHAIRS	1,524.50
		<u>\$ 3,694.77</u>

FACILITY MAINTENANCE

DAY ELECTRIC SERVICE, INC	INSTALL SWITCH-TENNIS COURT LAKEWOOD	282.30
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	142.85
METROPOLITAN UTILITIES DIST	2023/10/05-2023/11/01 MONTHLY SERVICE	85.97
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY	RENEW LICENSE-ZIMMER, NIEMIER	230.00
NEBRASKA STATE FIRE MARSHALL AGENCY	ANNUAL BOILER INSPECTION	36.00
STANDARD HEATING & A/C	SERVICE AGREEMENT	141.15
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	64.58
		<u>\$ 982.85</u>

CEMETERY

COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	83.39
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOOR	75.00
		<u>\$ 158.39</u>

STREETS

COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	274.17
CONCRETE SUPPLY, INC	CONCRETE	1,600.75
CROW LAWN CARE LLC	ROW MOWING-CYCLE 11	10,156.78
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU	105,265.60
JACOB C DAVIS	REIMB CDL LEARNER'S PERMIT	16.25
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE 2023/09/30-2023/10/27	29,100.55
MARTIN ASPHALT	BULK OIL	692.00
METRO LANDSCAPE MATERIALS AND	TREE GRINDING AND HAULING-CEDAR ISLAND RD	39,000.00
METROPOLITAN COMMUNITY COLLEGE	TUITION FOR CDL LICENSE-G THOMAS	328.50
NEBRASKA DEPARTMENT OF	BPW-180105 36TH ST 370 TO SHERIDAN THRU	21,774.40
OLSSON ASSOCIATES	BPW-61514 SIGNAL TIMINGS THRU 2023/09/09	29,064.19
OMAHA PUBLIC POWER DISTRICT	2023/10/14-11/14 MONTHLY SERVICE	1,337.50
OMAHA PUBLIC POWER DISTRICT	ISOLATE POWER LINE-PED BRIDGE DEMO	5,945.00
OMNI ENGINEERING	BPW-230104 CITY OVERLAY PROJECTS THRU	148,838.31
OMNI ENGINEERING	ASPHALT	3,538.75
READY MIXED CONCRETE COMPANY	CONCRETE	6,502.01
		<u>\$ 403,434.76</u>

FLEET MAINTENANCE

COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	107.39
ALLIED OIL & SUPPLY COMPANY	GREASE, OIL, DEF FLUID	1,950.83
AUTO VALUE PARTS - SOUTH OMAHA	BRUSH, HITCH PIN CLIP	15.69
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SILICONE, AEROSOL	874.98
FACTORY MOTOR PARTS CO	WINDOW MOTOR ASSEMBLY	98.38
GRAINGER	COATED GLOVES	17.43
HENDERSON PRODUCTS, INC	FLOWMETER SENSOR	178.62
IDEAL PURE WATER COMPANY	BOTTLED WATER	73.50
NAPA AUTO PARTS	RADIATOR, FILTERS, GLOVES, STROBE, FITTINGS, GROMMETS, BATTERY CABLES,	1,439.20

MINUTE RECORD

CLAIMS FOR DECEMBER 5, 2023

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FLEET MAINTENANCE (cont'd)

NEBRASKA IOWA INDUSTRIAL FASTENERS,	BUTT CONNECTORS, EYELETS, SOCKETS, DRILL BITS	656.72
NORTH CENTRAL EMERGENCY VEHICLES	HEAT SOLENOID	36.29
TOYNE, INC	ROD END LINK	67.98
TURFWERKS	WHEEL BOLT	112.91
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	139.77
WESTLAKE ACE HARDWARE	KEYS	39.92
		\$ 5,809.61

SOLID WASTE

CITY OF OMAHA	COMPOST DELIVERIES-OCT 2023	8,342.09
PAPILLION SANITATION	GLASS RECYCLING	365.32
		\$ 8,707.41

PLANNING

OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	188.98
SUBURBAN NEWSPAPERS	LEGAL AD	56.61
		\$ 245.59

PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/09/18-2023/10/17	83.76
CHRISTENSEN EXCAVATING CO, INC	12510 S 19TH DEMOLITION	19,500.00
HARRIS COMPUTER SYSTEMS	BLUEBEAM MAINTENANCE	246.15
MIDLANDS PRINTING	BUSINESS CARDS	99.41
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	252.49
		\$ 20,181.81

POLICE

ACTION SIGNS	INSTALL GRAPHICS-F150	34.00
ARCHIVE SOCIAL	SOCIAL MEDIA SUBSCRIPTION 2023/10/01-	7,188.00
A-RELIEF SERVICES	PORTABLE RESTROOMS-RANGE	272.00
CITY OF OMAHA	OFF-SITE INCINERATION	1,132.78
CLEARVIEW AL, INC	FACIAL RECOGNITION DATABASE	4,999.00
COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	276.99
CREIGHTON PARAMEDICINE EDUCATION	AHA CARDS	787.50
DEREK S BEES	REIMB PER DIEM FOR TRAINING	147.50
DILLON BROTHERS H-D BUELL	KLR BAGS AND GUARDS	2,673.68
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	550.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	24.11
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	1,200.00
GREAT PLAINS UNIFORMS	UNIFORMS, SEW PATCHES, RIBBONS	3,210.00
J P COOKE COMPANY	POCKET STAMP-FRANKS	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE	90.61
JO DONS	OFFICER OF THE QUARTER	60.00
KIESLER POLICE SUPPLY & AMMO	BALLISTIC RIOT HELMETS	3,095.00
LASER TECHNOLOGY	HANDHELD UNITS	4,477.95
MATRIX BUSINESS SYSTEMS INC	TONER FOR PRINTER	702.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-B BENSHOOF	30.00
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	4,474.56
PEN-LINK	PLX SOFTWARE LICENSE	2,473.54
QUE-TEL CORPORATION	PHYSICAL EVIDENCE BASE	2,852.86
ROBERT PAGE	REIMB TRAINING EXPENSES	45.07
SECURE-IDLE, INC	ANTI-THEFT DEVICES FOR EXPLORERS	761.90
SPARTAN NASH STORES, LLC	CITIZEN'S ACADEMY SUPPLIES	145.30
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	1,380.00
WESTLAKE ACE HARDWARE	SOLDERING IRON, BUTANE	34.58
		\$ 43,154.88

FIRE & RESCUE

AARON SPENCER	REIMB FOR DUTY BOOTS	190.00
AIRGAS USA, LLC	MEDICAL OXYGEN	872.31
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	12,242.80
COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	214.78
CREIGHTON PARAMEDICINE EDUCATION	BLS CARDS	420.00

MINUTE RECORD

CLAIMS FOR DECEMBER 5, 2023

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FIRE & RESCUE (cont'd)

ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	2,018.20
GREAT PLAINS UNIFORMS	UNIFORMS, EMBROIDERY-14 EMP	1,686.51
HEALTHY BLUE	REIMB FOR SERVICE-ROSEMEYER	394.38
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	571.21
McKESSON MEDICAL-SURGICAL GOVT	MEDICAL SUPPLIES	205.45
MENARDS	CANDIES FOR HALLOWEEN, SUPPLIES	406.34
ROGUE FITNESS	CITY SHARE OF FITNESS EQUIPMENT	12,262.59
SANDRY FIRE SUPPLY, LLC	UNIFORM	203.00
STERICYCLE	SHREDDING SERVICE	180.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	1,165.50
TRANSNET, LLC	TRANSCRIPTION SERVICE 2023/10/16-10/30	68.64
TRAVELERS	AUTO LIABILITY CLAIM	1,122.40
TRIPLE T'S TOWING	TOW CHARGE	100.00
UNDERWRITERS LABORATORIES LLC	LADDER TESTING	15,055.86
ZOLL DATA SYSTEMS INC	FRMS & RMS BILLING 2023/12/15-2024/03/14	2,885.51
ZOLL DATA SYSTEMS INC	12 MONTH BILLING ADJUSTMENT	5,622.24
		\$ 57,887.72

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/10/04-11/03 MONTHLY SERVICE	927.55
COX BUSINESS SERVICES	2023/11/01-11/30 MONTHLY SERVICE	281.98
LOCKTON COMPANIES, LLC	WELLNESS NURSE ADVOCATE-NOV 2023	1,875.00
METRO AREA TRANSIT	MATA SERVICE 1793 MILES SEPTEMBER 2023	4,514.00
NE-DEPARTMENT OF REVENUE	2023/10 SALES TAX	113.66
PM AM CORPORATION	ALARM FEES - OCT 2023	2,960.00
TRISTAR	QUARTERLY CLAIMS OCT 2023-DEC 2023	3,750.00
		\$ 14,422.19

INFORMATION TECHNOLOGY

DELL MARKETING L.P.	COMPUTERS FOR IT	18,600.00
HARRIS COMPUTER SYSTEMS	PERPETUAL LICENSE FOR INSPECTIONS	649.00
MNJ TECHNOLOGIES DIRECT, INC	CATALYST FOR ITCICSO POWER	8,200.63
MOTOROLA SOLUTIONS, INC	DESKTOP CHARGER, ANTENNA, BATTERY	782.38
ONE CALL CONCEPTS	LOCATES-OCTOBER 2023	3.96
SHI INTERNATIONAL CORP	EXTREME SOFTWARE HARDWARE	6,422.00
TESSCO	MALE CONNECTORS, ANTENNA	330.88
TJ CABLE	LOCATES-OCTOBER 2023	200.00
		\$ 35,188.85

2206 LONGO DR-NEW LIBRARY

ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY THRU 2023/10/31	205,164.00
		\$ 205,164.00

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	43.71
CENTURY LINK	2023/11/04-12/03 MONTHLY SERVICE	78.21
CITY OF OMAHA	SEWER FEES-SEPT 2023	597,552.59
CONSOLIDATED ELECTRICAL DIST	IEC CONTRACTOR	2,416.92
COX BUSINESS SERVICES	2023/11/04-2023/12/03 MONTHLY SERVICE	303.39
EMBRIS GROUP LLC	BPW-230611 OLDE TOWN REHAB 2023/10/01-2023/10/31	1,572.50
HANEY SHOE STORE	SAFETY SHOES-WIPF	162.99
HTM SALES, INC	SOLENOID VALVE	1,017.35
THE CHARLES MACHINE WORKS, INC	CAMERA PARTS	1,779.20
		\$ 604,926.86

MINUTE RECORD

CLAIMS FOR DECEMBER 5, 2023

PAGE 5

ECONOMIC DEVELOPMENT-LB 840

ABBY HIGHLAND	CDBG CONSULTANT-2023/11/15	1,425.00
GOSS & ASSOCIATES-ECONOMIC SOLUTIONS	ECONOMIC IMPACT STUDY RETAINER	5,875.00
		<u>\$ 7,300.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-2023/11/15	3,950.00
LIFT UP SARPY COUNTY	CDBG EXPENDITURES 2023/08/24-2023/11/09	12,359.35
		<u>\$ 16,309.35</u>

TOTAL CLAIMS FOR DECEMBER 5, 2023 \$ 1,451,058.98

TOTAL PAYROLL FOR NOVEMBER 24, 2023 \$ 1,589,481.37



We Influence The World!

*8b.
12/5/2023

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

MEMO

To: Council President Paul Cook and Councilmember's

From: Mayor Rusty Hike

Subject: Appointment to the Bellevue Municipal Building Corporation

Date: November 30th, 2023

Please consider the following for reappointment to the **Bellevue Municipal Building Corporation**.

Rebecca Zurcher
606 Dowding Court
Bellevue, NE 68005
402-291-2454

She will replace John James who recently resigned.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*8c.
12/5/2023

COUNCIL MEETING DATE: 12/04/2023		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Consideration and possible approval of appointment of Heath Paulsen to serve on the Bellevue LB 840 Citizen Review Committee

SYNOPSIS/BACKGROUND:

The LB 840 Citizen Review Committee ensures compliance with the state requirements of the LB 840 program. It's board of five members represent community experts who are entrusted to evaluate the actions of the LB 840 program and its administrators. Heath Paulsen's banking and community experience would be a valuable addition to this committee.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of Heath Paulsen's appointment to the LB 840 Citizen Review Committee and that the appointment to be retroactive to November 1st, 2023.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Heath Paulsen
[Signature]
[Signature]



We Influence The World!

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

MEMO

To: Council President Paul Cook and Councilmember's

From: Mayor Rusty Hike

Subject: Appointment to the LB 840 Committee

Date: November 30th, 2023

Please consider the following for appointment to the LB 840 Committee

Heath Paulsen
923 Galvin Rd S 110
Bellevue, NE 68005
402-916-4954

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
12/5/2023

COUNCIL MEETING DATE: 11/21/2023		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 Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive.

SYNOPSIS/BACKGROUND:

Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60 to bring a non-conforming use into conformance with the Zoning Ordinance. The property is developed with a single-family residence constructed in 1959. 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 BNH zoning prior to the 2011 Zoning Ordinance update. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood and the proposed lot meets all the minimum requirements of the RD-60 zoning district.

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. 4136 |
| 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: Barney Barrett
Case #: Z-2309-16
CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of existing single-family residential.

On October 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: October 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-16

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Barney Barrett
1409 Chaput Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Barrett Plumbing Inc.
1409 Chaput Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

2004 Harlan Drive

D. LEGAL DESCRIPTION:

Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Tax Lot 7B3A3, from BNH to RD-60

F. EXISTING ZONING AND LAND USE:

BNH, Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .35 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently developed with a single-family residence, which was constructed in 1959.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family Residential, RD-60
- 2. **East:** Single-Family Residential, BNH
- 3. **South:** Multi-Family Residential/Mobile Home Park, RG-20-PS/RG-50-M
- 4. **West:** Single Family Residential, BNH

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RD-60, for the purpose of existing single-family residential.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 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 are approximately 20,202 vehicles per day near the intersection of Fort Crook Road and Harlan Drive/Hwy 370 per the 2022 MAPA Traffic Count data.
2. The property has a private driveway from Harlan Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60.
2. The property is developed with a single-family residence. Sarpy County records indicate the home was constructed in 1959. Presently the lot is zoned Heavy Neighborhood Business. This zone is a modification of the neighborhood business zone to include local service establishments having greater adverse effects on surrounding residences.
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 BNH zoning prior to the 2011 Zoning Ordinance update.

In his letter, the applicant explains the property is currently for sale. The commercial zoning designation requires potential buyers to either pay with cash or secure a commercial loan (with higher interest rates, larger down payment, and shortened loan periods). The applicant further advises the property has been used as a single-family residence since its construction in 1959.

4. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood. The proposed lot meets all the minimum requirements of the RD-60 zoning district.
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.

Offutt Airforce Base commented the property is not located within the accident potential zones but falls within the 60 dB noise contour and therefore special

consideration should be given to the impact and mitigation of noise on the lot. General construction practices will offer the necessary mitigation.

No other comments were received in this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process. Since this is an established residence, staff is supportive of the requested change of zone.

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

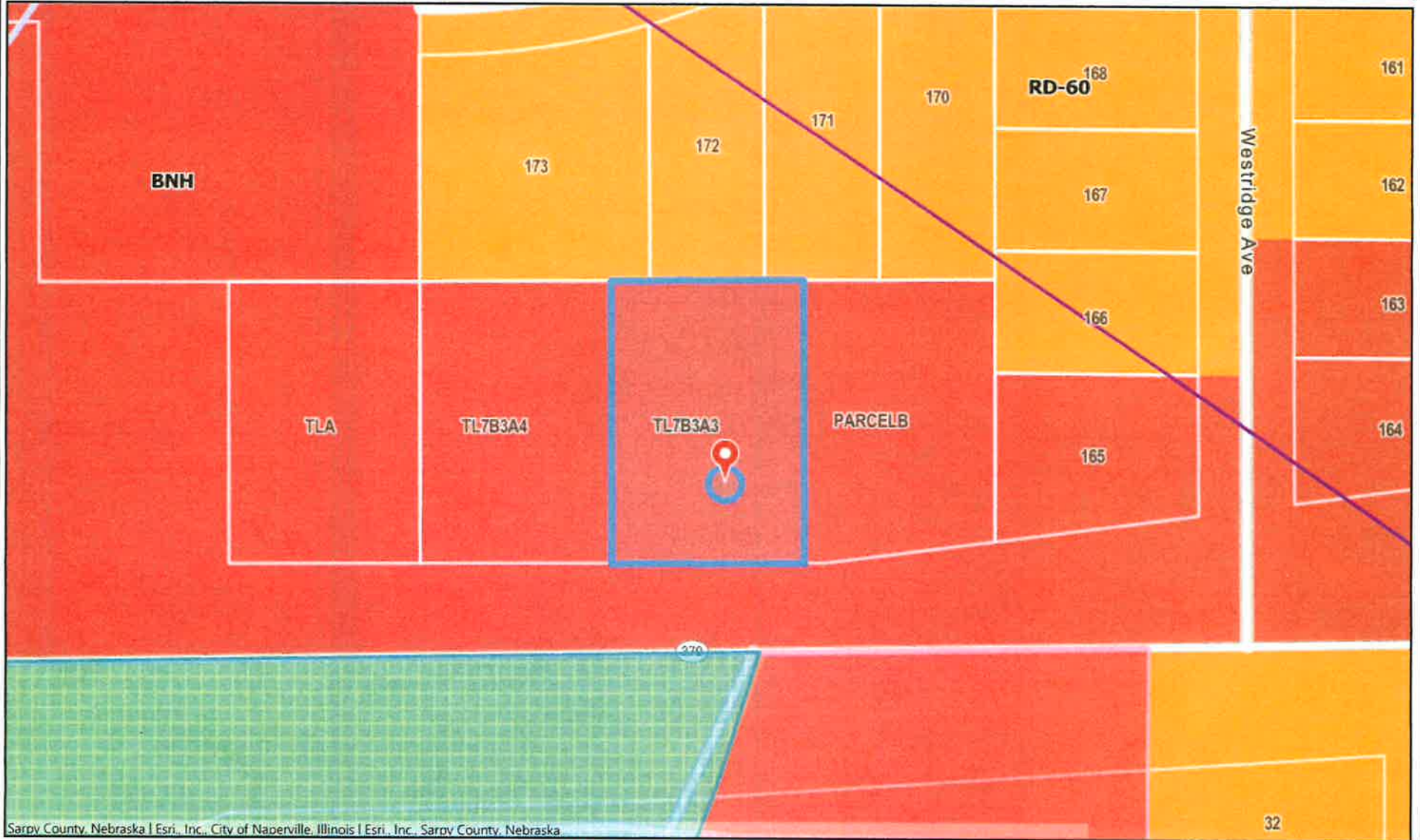
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from the applicant dated September 5, 2023

VII. COPIES OF REPORT TO:

1. Barney Barrett
2. Public Upon Request


Assistant Planning Manager


Planning Director 10/31/23
Date of Report

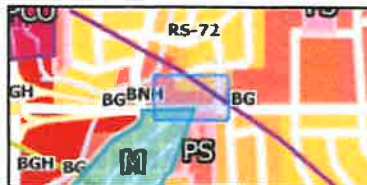


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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: 1128

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



Barney Barrett

1409 chaput dr

Bellevue Ne 68005

To whom it may concern

Reg: 2004 Harlan dr

The property is grandfathered for single property but is presently zoned BNH I am planning on selling it but to clear Mortgage company underwriters they want it to zoned RD-60 So there is to problem rebuilding it in case of a fire.

Thank you

Barney Barrett

RECEIVED
SEP 05 2023
PLANNING DEPT.

ORDINANCE NO. 4136

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 2004 HARLAN DRIVE, 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:

Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RD-60 ((Duplex Residential-6,000 Square Foot Zone).

(Barney Barrett)

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

Section 2. 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

11b.
12/5/2023

COUNCIL MEETING DATE: 11/21/2023		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 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co., LLC. General Location: S. 29th Ave. & Capehart Rd.

SYNOPSIS/BACKGROUND:

Arnold Wassenber, on behalf of H.A. Wassenberg Holding Company LLC, is requesting a change in zone for Lot 2, Southdale from BNH to RG-28 for the purpose of future multi-family residential development. Site plan approval is not being requested; however, the applicant provided a conceptual design showing one building consisting of 48 units as an example of what the property could support.

FISCAL IMPACT: n/a BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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. 4137 |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Shirley Babin

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: H.A. Wassenberg Holding Company, LLC

Case #: Z-2309-17

CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to RG-28 for the purpose of multi-family residential development.

On October 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: October 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-17

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

B. PROPERTY OWNER:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

C. GENERAL LOCATION:

South 29th Avenue and Capehart Road

D. LEGAL DESCRIPTION:

Lot 2, Southdale, located in the Southeast ¼ of Section 4, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 2, Southdale, from BNH to RG-28

F. EXISTING ZONING AND LAND USE:

BNH/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone for future multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.32 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Offutt AFB property / Commercial, BNH
- 2. **East:** Vacant / Commercial, BG
- 3. **South:** Multi-Family Residential, RG-28-PS
- 4. **West:** Offutt AFB property

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RG-28, for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 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 MAPA traffic data information for South 29th Avenue.

2. The property has access from South 29th Avenue.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Arnold Wassenberg, on behalf of H.A.Wassenberg Holding Company, LLC, has submitted a request to rezone Lot 2, Southdale for the purpose of future multi-family residential development.

2. The applicant is requesting a change of zone from BNH to RG-28.

The intent of the 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, including single-family and two-family on small lots.

3. Site plan approval is not being requested; however, the applicant has provided a conceptual design which is attached to this report. The applicant's conceptual design shows one building consisting of 48 units as an example of what the property could support.

4. 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.

Public Works Engineering Manager John Krager had technical comments pertaining to the conceptual site plan. These comments would be addressed as part of the building permit process.

No other comments were received in this case.

5. A traffic study was submitted with this application and has been preliminarily reviewed by city staff. The Public Works Department does not see any major traffic issues moving from a commercial to a multi-family residential use on this property. Technical traffic concerns would be handled as part of a building permit process.

6. This property has been platted since December 1963, and has remained undeveloped as a commercial lot. The property has no frontage along the Capehart Road corridor. The proposed zoning is consistent with the adjacent multi-family development, which is under the same ownership.

7. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process.

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

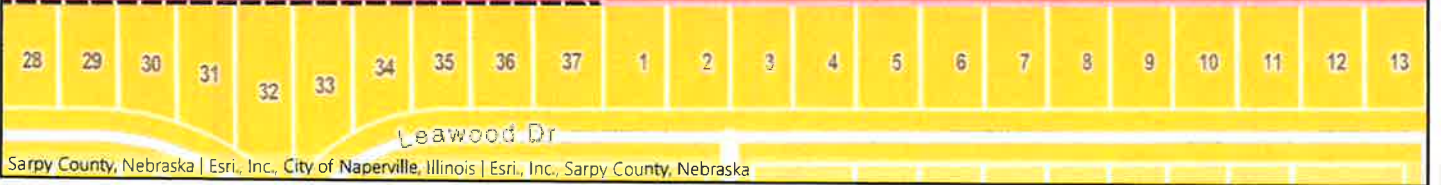
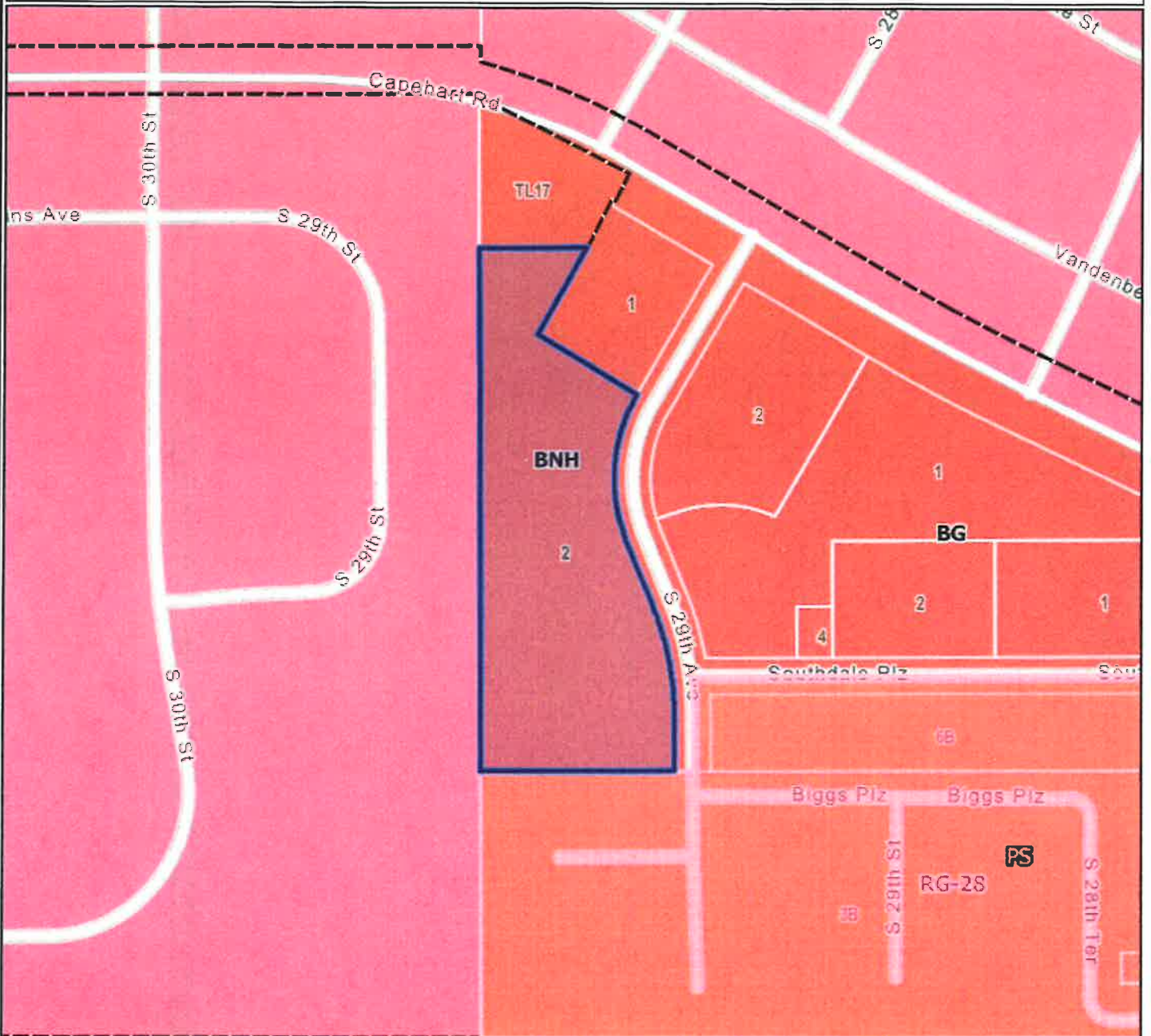
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification letter from the applicant dated September 22, 2023
4. Conceptual Site Layout received September 22, 2023

VII. COPIES OF REPORT TO:

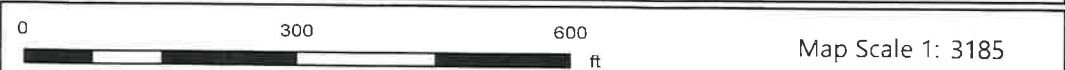
1. H.A.Wassenberg Holding Company, LLC. (Arnold Wassenberg)
2. Schemmer Associates Inc. (Rob DuVall)
3. Rembolt Ludtke, LLP (Ann K. Post)
4. Public Upon Request


Assistant Planning Manager

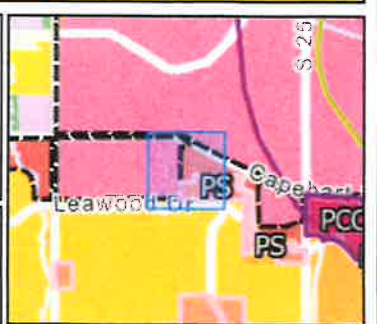
 10/31/23
Planning Director Date of Report



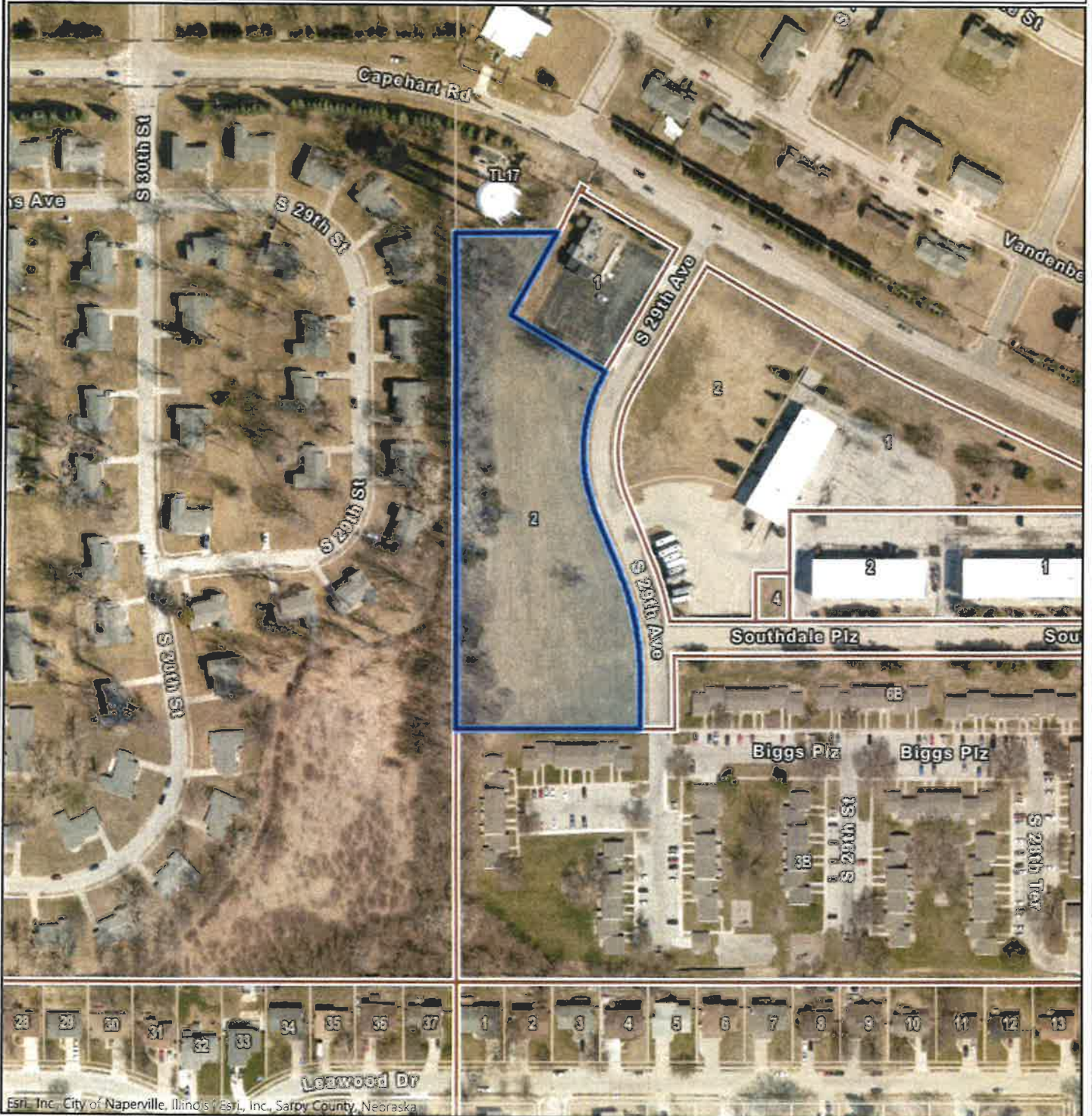
Notes



Map Scale 1: 3185



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.



ESRI, Inc., City of Naperville, Illinois / ESRI, Inc., Sarpy County, Nebraska

Notes



Map Scale 1: 3185

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

To Whom It May Concern:

Please accept this letter as justification for the proposed zoning change to Lot 2, Southdale from the current BNH zoning to RG-28 zoning.

The current property remains undeveloped and will be proposed for use of property of Multi-Family Housing. The proposed use exist as a permitted use in the City of Bellevue code under the RG-28 zoning classification and would match that of the adjacent properties under similar uses.

Please do not hesitate to contact me if you have any questions.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS

A handwritten signature in blue ink, appearing to read "Mainor O. Martinez".

Mainor O. Martinez, P.E.
Registered Civil Engineer

RECEIVED
SEP 22 2023
PLANNING DEPT.

ORDINANCE NO. 4137

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 SOUTH 29TH AVENUE AND CAPEHART 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, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RG-28 ((General Residential-2,800 Square Foot Per Unit Zone).

(H.A. Wassenberg Company, LLC)

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

Section 2. 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

12a.
12/5/2023

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Epiphany Ramos	
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:

Sewer Rate Increase

SYNOPSIS/BACKGROUND:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

ATTACHMENTS:

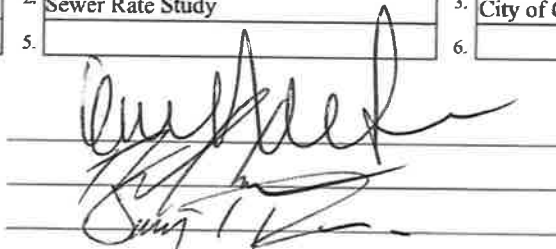
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|--------------------------------------|---------------------|----------------------------|
| 1. Ordinance | 2. Sewer Rate Study | 3. City of Omaha Ordinance |
| 4. City of Omaha Stanec Presentation | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





This study is intended to support the financial plan for the wastewater utility owned and managed by the City of Bellevue. The study will recommend sewer user rates and structures that will best support the Department goals and City's Mission and objectives.

2023-2028 Sewer Rate Study

City of Bellevue, Nebraska

Epiphany Ramos

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Department Overview

The period between this recommended rate schedule and the previously approved rate schedule has seen quite a few unplanned events that have impacted the overall wastewater department operations and maintenance plan, as well as the overall wastewater fund. Historical events, and their cross impacts on each other, like the 2019 Great Flood, City of Bellevue 2019 Annexations, the Pandemic, and the expanded SCCWWA jurisdiction across south Bellevue into our ETJ, could each have resulted in necessary rate adjustments to the approved rate schedule during this period. However, through strategic planning, streamlined emergency mitigation, and critical cost saving program implementation the department was able to stay within budget with no need to adjust the approved rate schedule during this period. This was likely equal parts because the financial projections through 2023 provided in the previous rate period study were proven accurate, and the City of Omaha also did not adjust their rate schedule during this same period.

With total Sanitary Sewer Overflow (SSO) impact rates of less than 1% (total SSO incidents against total households) and the cost of liability claims under .002% of fund expenses, it is verifiable that the Wastewater Operations and Maintenance Plan is working through providing the most reliable and cost-effective City utility service.

The department has expanded its self-perform capabilities in all aspects of maintenance and repair for the sanitary infrastructure during this period, including saving over \$400K in direct contractor expenses through implementing an internal repair and projects team, without compromising safety or quality of work. The department will continue to optimize operations over the upcoming rate schedule period to ensure fund stability.

Operating Margins

Though the department has worked to keep the City of Omaha processing costs way below the high of an almost 70% operating margin to the fund, these processing costs paid to Omaha still account for just over 30% of the expenses within the fund. Therefore, any increases to those processing costs still drive a large impact on the fund. The department does feel that this 30% target is financially sustainable and reflective of the overall cost of service to the system.

City of Omaha Processing Fees

Pursuant to the approved City of Omaha processing fees, annual increases are planned for our user classification (bulk) of 4.36% for the next five-year rate schedule period.

As presented by the City of Omaha's consultant, Stantec, the recommendation for the current rate study that is reflected in the above approved increase, is to accomplish the objectives below:

- Determine the revenue requirements to cover all costs associated with the collection and treatment of wastewater, including operations and maintenance of the system and required capital improvements.
- Conduct a cost-of-service study that identifies the different drivers of the costs and allocates these back in an equitable manner to the different customers served.
- Review the city's existing rate structure and make necessary changes to provide for the required overall funding and fair distribution of costs to the different customers served.

This resulted in the reallocation of costs to the different system users more pursuant to current City of Omaha's CIP needs. Here in Bellevue, we can see this impact directly through over \$30M of construction currently underway on the interceptor line that carries the flow from Bellevue to the Omaha Papio Wastewater Treatment Plant (WWTP), as well as planned WWTP upgrades at this specific facility— all this infrastructure is located within our ETJ. Failures to this infrastructure could be catastrophic to Bellevue as we are solely reliant on it to function for the transference and processing of our sanitary sewer waste.

Rate Recommendations

Rate increases are recommended for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%.

These directly translate the below recommended changes.

Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

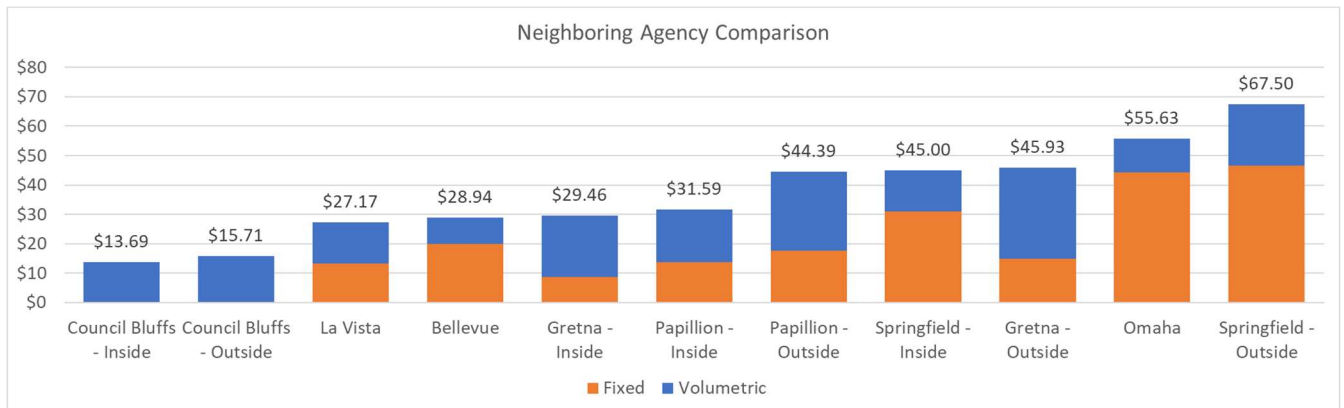
Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

It is also important the City maintain a quality fixed cost ratio to the recommended rates to help mitigate the fluctuations in variable flow user fees collected as this helps to stabilize the overall fund's revenue. This is captured in our minimum monthly charge per active account.

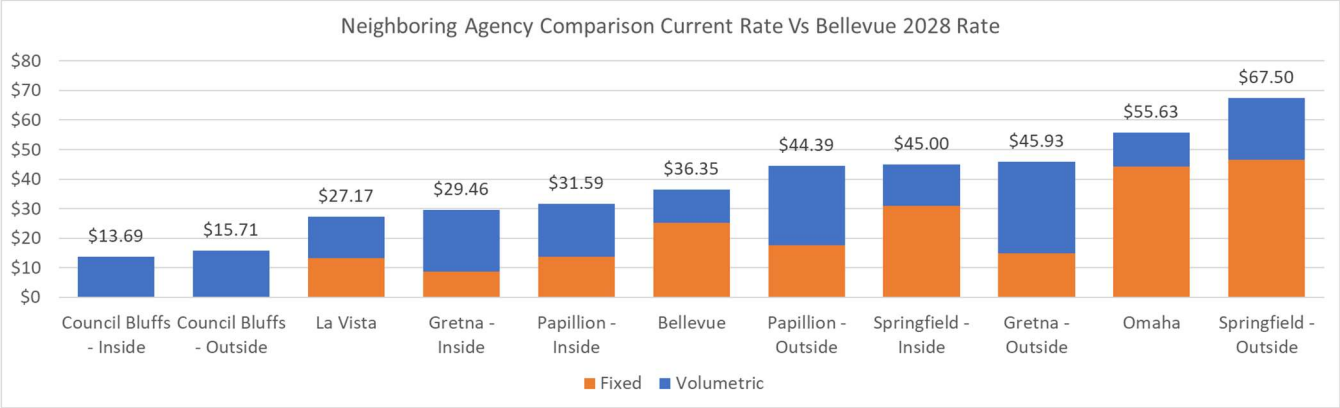
The sewer rate increase is recommended to be less than 0.5% above that of annual increases of the City of Omaha's scheduled fee increases, to responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations within the department, as well as the approved CIP for the Wastewater department. Annual increases to department expenses include labor wages, material costs, admin overhead, and other typical expenses outlined in the budget. This additional increase is important to continue to provide the same level of service for all our businesses and residences that the City has been accustomed too.

Rate Comparisons

The below table represents current rates from neighboring communities based on an average residential user consumption of 4,000 gallons per month. As an overall comparison, Bellevue is currently ranked 4th in least to most expensive (11th being most expensive).

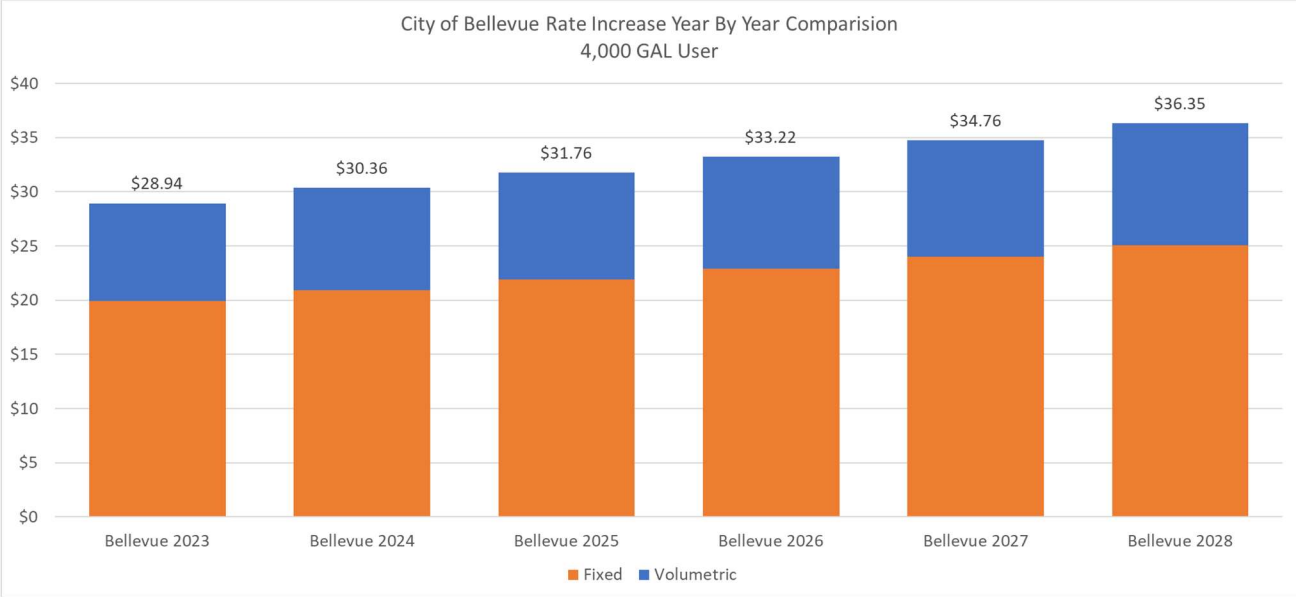


Bellevue's total rate changes recommended in this study, if they were implemented immediately versus systematically over the next five years, would only shift the City into the 6th position in the same ranking whereas half the neighboring community rates would be higher, the other half lower. Shown in this table below:

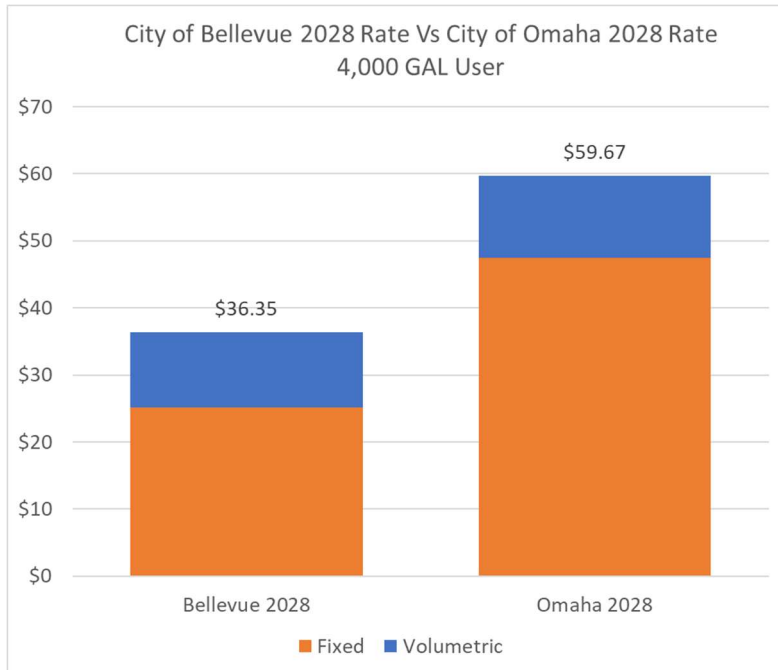


The study recommends taking a stepped approach, increasing rates slightly each year through 2028. Historically, all surrounding communities have raised rates regularly over the last five years and a similar trend is projected to continue. Based on this, we assume Bellevue’s rates will continue to remain one of the least expensive sewer charges in the area.

Assuming the same residential user consumption of 4,000 gallons per month, the recommended rate increase would result in an average increase of \$1.50 per month per user as displayed in the following chart.



The final chart in this section is a direct comparison of City of Omaha rates approved for 2028 and City of Bellevue rates recommended for 2028, showing Bellevue will still be approximately 40% lower than Omaha without sacrificing operational performance. In the next section of this report, we will explore the overall affordability of the recommended rate increases as a proportion of the Median Household Income of the community that would be spent on a year’s worth of “average bills” (termed Percent MHI), as well as examine affordability through the lens of a few other socioeconomic metrics.



Affordability for the Average Residential Customer (Percent MHI)

The most used indicator of affordability of rates is "% MHI", or "percent of median household income" spent on average bills. It is calculated as the ratio of annual water/wastewater bills at the average consumption level to the median household income of the community. There is no national standard for what an affordable % MHI value is or isn't, however the EPA sets a guideline target of 2% or less.

The department finds it an essential part of any rate study to thoroughly understand the impact recommended rate changes would have on the everyday lives of those living in our community. To do that we will not only look at %MHI for the community, but we will look at individual income brackets against our census data to ensure we fully anticipate the impact of these changes on the most vulnerable of the population and not just consider the average impact on the largest group.

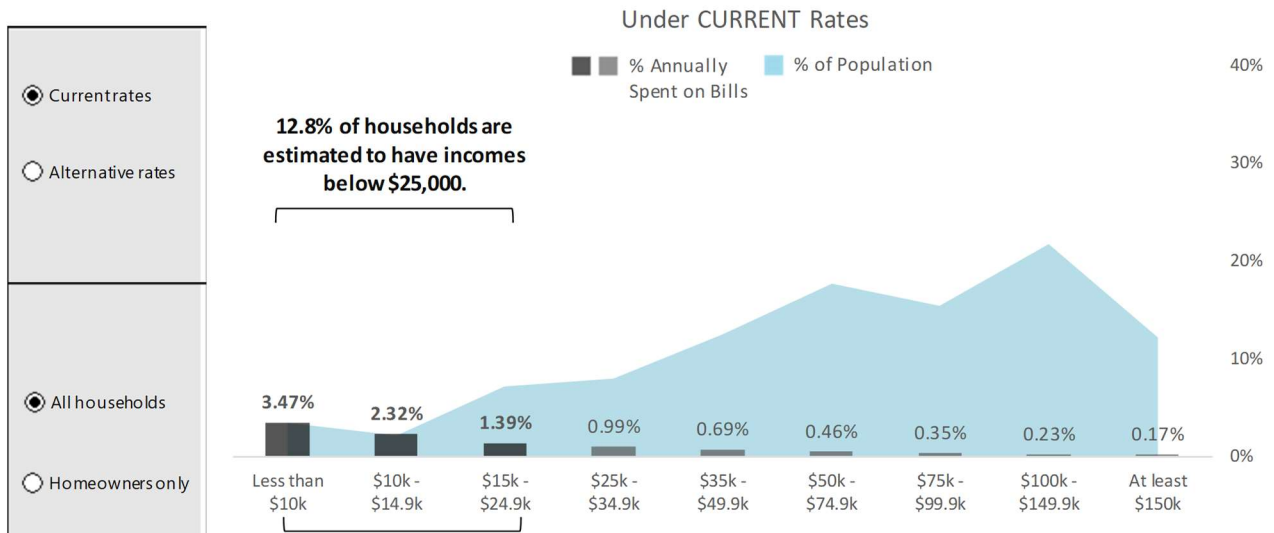
First, we can see that the %MHI associated with both the current and the proposed/alternative rates are well below the EPA 2% target. For the purposes of this assessment, the alternative rate will be presented as the final 2028 proposed rate.

	Current rates	Alternative rates
Monthly wastewater bill at 4000 gallons/month	\$28.94	\$36.35
Annual bills at same level of use	\$347.28	\$436.20
Median Household Income in 2021 for Bellevue city, Nebraska		\$73,534
Wastewater % MHI	0.47%	0.59%

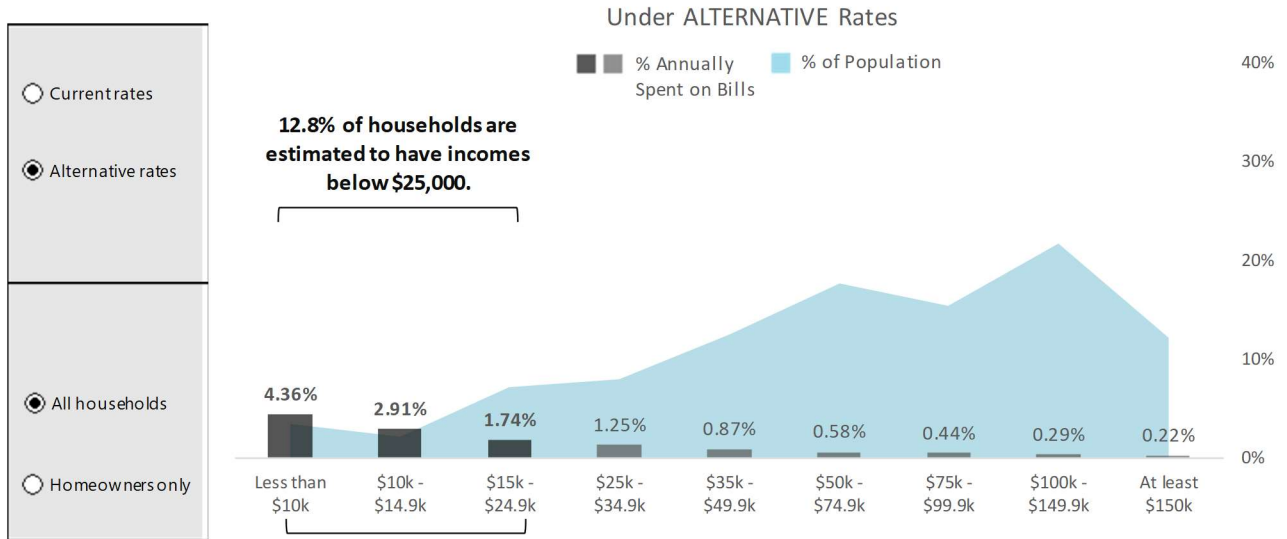
Next, we look at those households by income levels and do find that there will be on average 3% of our low-income households (below \$25,000), which make up about 12.8% of our population will be paying over that target %MHI and should be targeted for direct utility assistance programs to help bring that %MHI closer to the 2% target. You will see that illustrated in the below columns and graphs.

Income Bracket (All Households)	% of homeowners in 2021, assuming service population's income distribution mirrors that of all owner-occupied households in Bellevue city, Nebraska		Minimum portion of household income spent by these customers annually on wastewater bills at the CURRENT RATES if they are consistently charged for 4000 gallons/month		Minimum portion of household income spent by these customers annually on wastewater bills at the ALTERNATIVE RATES if they are consistently charged for 4000 gallons/month	
	% of service population in 2021, assuming service population's income distribution mirrors that of all households in Bellevue city, Nebraska	Nebraska	gallons/month	gallons/month	gallons/month	gallons/month
Less than \$10,000	3.5%	2.2%	3.47%	4.36%		
\$10,000 to \$14,999	2.1%	1.0%	2.32%	2.91%		
\$15,000 to \$24,999	7.2%	5.9%	1.39%	1.74%		
\$25,000 to \$34,999	7.9%	5.3%	0.99%	1.25%		
\$35,000 to \$49,999	12.5%	9.5%	0.69%	0.87%		
\$50,000 to \$74,999	17.6%	15.2%	0.46%	0.58%		
\$75,000 to \$99,999	15.4%	15.8%	0.35%	0.44%		
\$100,000 to \$149,999	21.7%	28.0%	0.23%	0.29%		
\$150,000 or more	12.2%	17.1%	0.17%	0.22%		

Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



The indicators below are a reflection of the City of Bellevue against the state as a whole, and the entire USA. Based on the 21 census data, the comparison leads a few target socio-economic indicators that the department is aware of trending above other local and national markers taken in 2019. It is notable to state that the two indicators could be linked to post pandemic adjustments and should only be monitored at this time.

Key Socioeconomic Indicators

	Bellevue city, Nebraska in 2021	Nebraska in 2019	United States in 2019
Median Household Income	\$73,534	\$61,439	\$62,843
% Unemployment	3.6%	2.3%	3.4%
% Not in the labor force	31.9%	30.3%	36.6%
% of all people with income below poverty	8.7%	11.1%	13.4%
% with Social Security income	27.9%	29.0%	31.2%
% with Supplemental Security income	4.2%	3.9%	5.3%
% with cash public assistance income	3.4%	1.7%	2.4%
% with Food Stamp/SNAP benefits	8.6%	8.3%	11.7%

Source: U.S. Census Bureau's American Community Survey, DP03: Selected Economic Characteristics table

Affordability in this report has been assessed for the average customer, low-income customers, and a full range of households based on their various income levels. The department will always consider the financial needs and condition of the infrastructure while addressing affordability of rates. Setting artificially low rates at the expense of financial sustainability eventually leads to financial constraints that prevent the City from investing in its assets, leading to deteriorating conditions and provision of poor sanitary service reliability, ultimately harming public health.

Capital Improvement Planning

One of the most effective ways for the City to preserve financial stability and manage infrastructure reliability is to reexamine capital investments spending, or the Capital Improvement Plan. The past two years have offered a fascinating look into how different sectors have weathered the COVID-19 storm: from the necessarily capital expenditure standpoint—starved airport industry to the cresting wave of public-sector investments in renewable infrastructure.

Indeed, organizations that immediately reduce spending on capital project spend can potentially hold rates static. However, in our experience, organizations that focus on actions across the whole asset life cycle, the capital project portfolio, and the necessary foundational enablers (such as rate increases that cover immediate or short-term funding in lieu of high interest long term debt) can reduce capital project costs and timelines while creating long term value and residual returns to the City.

Although managing the capital improvement plan is complex, and many find it a struggle to connect capital investment spending with cost savings, ill-considered cuts to key projects in a capital improvement plan may jeopardize future operating performance and outcomes. The Department enters this new rate study period focusing on creating a true capital strategy with capital portfolio optimization. Targeting three distinct capital investment classifications, Growth & Development, Operations and Maintenance, and Existing Infrastructure Investment we can look to view infrastructure spending as a tool for economic stimulus, which amplifies the cyclical nature of capital expenditure deployments, while balancing infrastructure stability and reliability.

Cracking the code on capital improvement plan portfolio management is often not a core part of department daily management; instead, we focus on operating performance, where we have extensive institutional knowledge. To begin developing a direct link from operations performance to capital spend outcomes, these three investment classifications will help us determine broad impacts and implications on daily operations as we adjust and optimize that capital improvement plan portfolio.

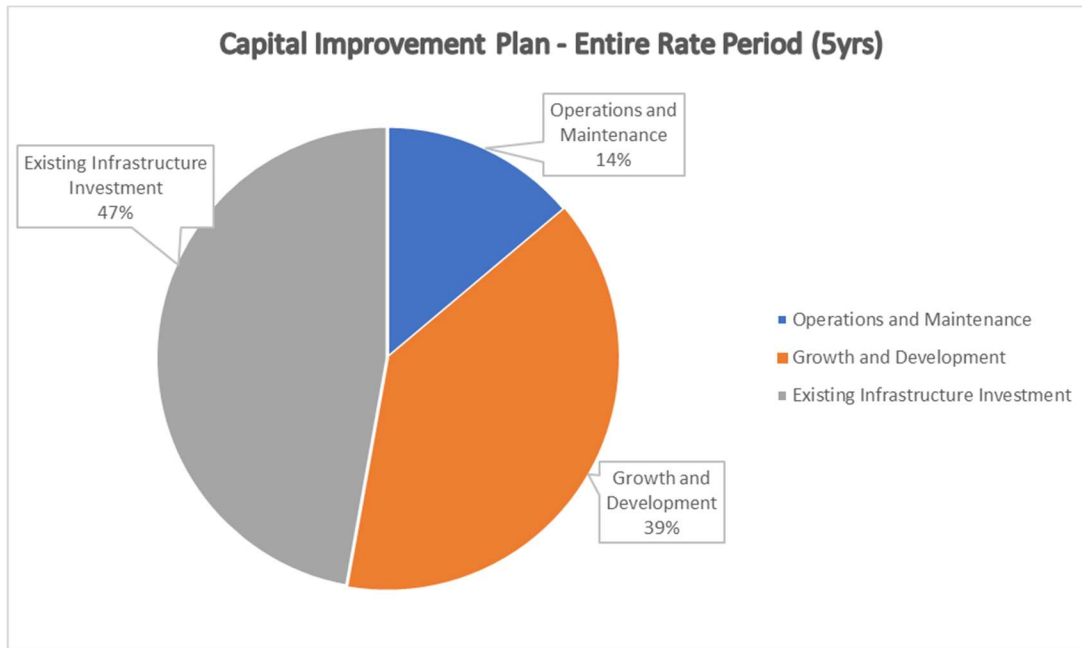
Growth and Development includes projects that can be directly linked to City growth and new or rezoned/repurposed development areas in need of sanitary infrastructure support. This could be anything from a greenfield site that extends sanitary infrastructure to support new development to newly annexed areas in need of integration into current operations through updating strategic infrastructure support points.

Operations and Maintenance is an integral part of capital investment that includes items such as fleet vehicle replacements, new and replacement heavy equipment, and upgrades or additions to emergency response equipment.

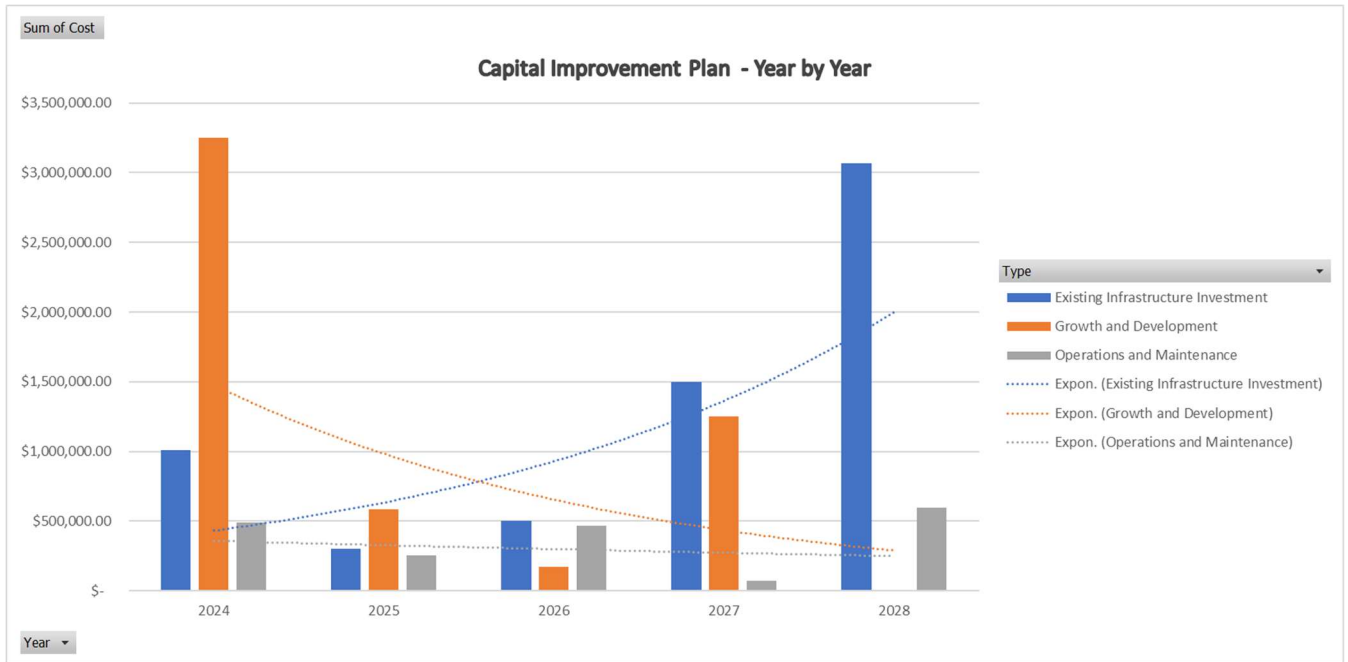
Existing Infrastructure Investment through extending the useful life of existing infrastructure and assets by planned replacements and upgrades, we can assure that we don't lose sight of the needs of the current population by compromising reliability. Without planned replacements of assets and infrastructure at the end of its useful life, we will experience more break downs, higher emergency action costs, and ultimately loss of confidence of our residents in the City to provide this integral public health service.

Within this rate study period, over 13M in capital investment is funded without the projected need to bond the fund. Bonding would obviously increase the overall cost of the capital plan, however could be looked at as a funding mechanism if the City prefers to process that premium cost to capital past this current rate period.

Here in the proceeding chart we show the capital investment portfolio mix, by classification, over the entire rate period. Focus has been given to carefully balance the capital improvement plan projects against these classification types, allowing for an optimal mix of investment dollars.



Included in the below graph and line trend you are able to see how that investment mix is loaded over the 5 year rate period.



The next three preceding pages are intended to provide budgetary projections that support the CIP total spend portfolio against the recommended rate increases and their impact on funding.

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20 - Wastewater
(In Whole Numbers)

	2024	2025	2026	2027	2028	
Revenues						
4019	Sewer Collection	1,060.59	1,081.81	1,103.44	1,125.51	1,148.02
4021	Sewer User Charges	12,406,802.12	12,965,108.21	13,548,538.08	14,158,222.30	14,781,184.08
4058	Capital Facilities	180,000.00	150,000.00	153,000.00	156,060.00	159,181.20
4503	Reimbursements, Refunds & Rebates	314.25	320.54	326.95	333.48	340.15
4505	Other Miscellaneous Revenues	51.25	52.28	53.32	54.39	55.47
4511	Insurance Reimbursements	18,261.40	18,626.63	18,999.16	19,379.14	19,766.73
4805	Interest	-	-	-	-	-
4810	Bond/COP Issue Proceeds	-	-	-	-	-
4900	Budgetary Transfers In	10,000.00	-	-	-	-
	Total Revenues	12,616,489.61	13,135,189.46	13,722,020.95	14,335,174.82	14,961,675.65
Salaries & Wages						
5000	Salaries	675,640.54	689,153.35	702,936.42	716,995.14	731,335.05
5001	Overtime	14,161.91	14,445.15	14,734.05	15,028.73	15,329.31
5002	Compensatory Time	6,926.44	7,064.97	7,206.27	7,350.39	7,497.40
5003	Sick	31,783.20	32,418.86	33,067.24	33,728.59	34,403.16
5004	Vacation	29,529.23	30,119.81	30,722.21	31,336.65	31,963.38
5006	Military Leave	-	-	-	-	-
5007	Beeper Time	10,400.00	10,608.00	10,820.16	11,036.56	11,257.29
5009	Other Pay	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
5010	Longevity	9,046.65	9,227.58	9,412.13	9,600.38	9,792.38
5013	Administrative Leave Bank	3,868.35	3,945.72	4,024.63	4,105.12	4,187.23
5014	Vacation Leave Cash In	7,290.83	7,436.64	7,585.37	7,737.08	7,891.82
5025	Call-In / Call-Out OT	4,792.39	4,888.24	4,986.00	5,085.72	5,187.43
5028	Funeral Leave	1,243.84	1,268.71	1,294.09	1,319.97	1,346.37
5034	Holiday Pay	36,320.36	37,046.77	37,787.71	38,543.46	39,314.33
	Total Salaries & Wages	841,003.73	857,823.80	874,980.28	892,479.88	910,329.48
Fringe Benefits						
5101	Social Security ER	49,781.18	50,776.80	51,792.33	52,828.18	53,884.74
5102	Medicare-Employer	11,641.95	11,874.79	12,112.28	12,354.53	12,601.62
5203	414h Match-Civilian	50,549.93	51,560.92	52,592.14	53,643.98	54,716.86

5300	Employee Wellness Incentive	210.64	214.85	219.15	223.53	228.00
5301	Health Insurance	186,191.25	189,915.08	193,713.38	197,587.64	201,539.40
5302	Life Insurance (Group Term Life & AD&D)	1,437.56	1,466.31	1,495.64	1,525.55	1,556.06
5304	Dental Insurance	5,219.81	5,324.21	5,430.69	5,539.31	5,650.09
5305	Disability Insurance	2,026.43	2,066.95	2,108.29	2,150.46	2,193.47
	Total Fringe Benefits	307,058.74	313,199.91	319,463.91	325,853.19	332,370.25
		-	-	-	-	-
	Total Personnel	1,148,062.46	1,171,023.71	1,194,444.19	1,218,333.07	1,242,699.73
		-	-	-	-	-
	Department Expenditures	-	-	-	-	-
6005	Copier	744.15	759.03	774.21	789.70	805.49
6019	Postage	15.38	15.68	16.00	16.32	16.64
6021	Training Programs	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6024	Meals & Incidentals	555.04	566.14	577.46	589.01	600.79
6034	Contractual Services	25,000.00	25,500.00	26,010.00	26,530.20	27,060.80
6040	Cleaning & Cleaning Supplies	399.75	407.75	415.90	424.22	432.70
6043	Office Supplies	3,213.38	3,277.64	3,343.20	3,410.06	3,478.26
6060	Bank & Credit Card Transaction Fees	193.73	197.60	201.55	205.58	209.69
6061	Workers Compensation Claims	6,738.86	6,873.64	7,011.11	7,151.33	7,294.36
6062	Liability Claims	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
6063	Property Damage Claims	-	-	-	-	-
6100	Telephone	8,816.03	8,992.35	9,172.19	9,355.64	9,542.75
6101	Water	1,960.31	1,999.52	2,039.51	2,080.30	2,121.91
6102	Electricity	44,782.76	45,678.42	46,591.99	47,523.83	48,474.30
6103	Natural Gas	6,975.64	7,115.15	7,257.45	7,402.60	7,550.65
6104	Cell Phone	16,834.09	17,170.77	17,514.18	17,864.47	18,221.76
6105	Internet	3,731.51	3,806.14	3,882.27	3,959.91	4,039.11
6200	Fuel	34,135.58	34,818.29	35,514.65	36,224.95	36,949.44
6201	Uniforms	3,200.00	3,264.00	3,329.28	3,395.87	3,463.78
6202	Safety Boots	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6203	Safety Equipment	32,000.00	32,640.00	33,292.80	33,958.66	34,637.83

6232	Billing Fees (MUD, ZIRMED, Etc.)	484,904.44	494,602.53	504,494.58	514,584.47	524,876.16
6235	Sewer Treatment-City of Omaha	7,630,490.70	7,963,943.14	8,311,171.06	8,674,369.24	9,053,439.18
6241	Freight Charges	1,811.18	1,847.40	1,884.35	1,922.03	1,960.47
6242	Equipment Rental/Operating Leases	2,500.00	2,550.00	2,601.00	2,653.02	2,706.08
6246	Refunds	-	-	-	-	-
6247	Lease Agreements	-	-	-	-	-
6317	Bldg Maint-All Other Buildings	3,700.00	3,774.00	3,849.48	3,926.47	4,005.00
6331	Lift Station Maintenance	90,000.00	91,800.00	93,636.00	95,508.72	97,418.89
6332	Sewer System Maintenance	150,000.00	153,000.00	156,060.00	159,181.20	162,364.82
6333	Control System Maintenance	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6349	Vehicle & Equipment Repairs	20,000.00	20,400.00	20,808.00	21,224.16	21,648.64
6350	Vehicle Maintenance	30,000.00	30,600.00	31,212.00	31,836.24	32,472.96
6351	Equipment Maintenance & Repair	2,000.00	2,040.00	2,080.80	2,122.42	2,164.86
6360	Radio Maintenance	-	-	-	-	-
6401	Concrete/Cement	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6405	Chemicals	-	-	-	-	-
6413	Seed & Fertilizer	800.00	816.00	832.32	848.97	865.95
6415	Tools	800.00	816.00	832.32	848.97	865.95
6433	Small Equipment	-	-	-	-	-
6450	Office Furniture & Equipment (non-capitalized)	1,200.00	1,224.00	1,248.48	1,273.45	1,298.92
6451	Software & Licenses (non-capitalized)	8,000.00	8,160.00	8,323.20	8,489.66	8,659.46
6506	Licenses & Fees	200.00	204.00	208.08	212.24	216.49
	Total Department Expenditures	8,657,702.50	9,011,699.18	9,379,882.22	9,764,454.62	10,165,326.26
	Operational Expenses	-	-	-	-	-
	Capital Expenditures	9,805,764.96	10,182,722.89	10,574,326.41	10,982,787.69	11,408,025.99
7000	Sewer Construction	-	-	-	-	-
7110	Vehicle Purchase/Major Overhaul	4,285,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Total Capital Expenditures	4,725,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Other Expenditures	-	-	-	-	-
8000	Bond Principal	260,000.00	265,200.00	270,504.00	275,914.08	281,432.36
8002	Capital Lease Principal	67,614.00	68,966.28	70,345.61	71,752.52	73,187.57
8100	Bond Interest	36,112.80	36,835.06	37,571.76	38,323.19	39,089.66

8102	Capital Lease Interest	1,380.68	1,408.29	1,436.45	1,465.18	1,494.49
8300	Paying Agent Fees	-	-	-	-	-
	Total Other Expenditures	365,107.48	372,409.62	379,857.82	387,454.97	395,204.07
	Transfers	-	-	-	-	-
9000	Budgetary Transfers Out	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Transfers	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Expenditures	-	-	-	-	-
		15,175,872.44	11,980,732.52	12,385,496.22	14,487,380.90	14,266,311.07
	Net Revenues	-	-	-	-	-
		(2,559,382.83)	1,154,456.94	1,336,524.73	(152,206.08)	695,364.58

Sec. 31-145. - Rates generally.

Based upon the 2022 City of Omaha Regional Wastewater Service Sewer Rate Model Update, the sewer service charges shall be levied as determined by the city administration upon the user of the premises, property or structures of every kind, nature and description, which have water service from any supply source and are connected directly or indirectly with the sewerage system of the city.

(Code 1980, § 31-145; Ord. No. 37495, § 2, 9-26-06; Ord. No. 38427, § 1, 6-2-09; Ord. No. 39508, § 1, 10-30-12; Ord. No. 40043, § 1, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 1, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.

Sec. 31-148. - Special rates.

Whenever, by reason of special conditions, the application of the rates specified in sections 31-145 through 31-147 would be inequitable or unfair to either the city or the user, or in cases where the character of the sewage from sewer service users is such that an additional burden is placed upon the sewerage system greater than that imposed by the average sewage delivered to the sewage disposal plant, the finance director, with the approval of the mayor, shall recommend special rates which are equitable and fair to all parties concerned and, when approved by resolution of the city council, such special rates shall control. When special rates are requested to allow for in-plant use of water which does not go to the sewer system, it shall be mandatory that a sewage meter or separate water meter be installed whenever reasonably possible, and, in all other instances, the burden shall be upon the user requesting such special rate to prove said in-plant usage. Service charge exemptions for water use separately metered, which does not flow into the sewer system, may be granted for specifically identified water meters by the mayor without council approval upon the recommendation of the finance and public works departments.

(Code 1980, § 31-148)

Sec. 31-157. - Meters.

Whenever a sewer service user obtains all or a part of its water service from any privately owned and operated supply source, it shall report the name and address of such privately owned and operated supply source to the city and shall, at its own cost and expense, provide meter facilities satisfactory to the city, for determining the volume of water obtained from such privately owned and operated supply source, so that, based thereon, the proper sewer service charge may be levied in accordance with sections 31-145 through 31-147; provided, however, sewer service users may, at their option and expense, and with the approval of the city, install sewage meters to measure all sewage discharged into the sanitary, combination, or storm sewers. The rates specified in sections 31-145 through 31-147 shall apply equally to sewage meters.

(Code 1980, § 31-157)

Sec. 31-147. - Schedule of charges.

The total sewer service charge for each sewer service user shall be the sum of four charges: (1) customer charge, (2) flow charge, (3) commercial and industrial facilities charge, and (4) abnormal charge; provided that the monthly sewer service charge for a sewer service user shall not be less than the customer charge and the facilities charge for applicable classes.

	2023	2024	2025	2026	2027	2028
(a) The customer charge is as follows:						
(1) For residential sewer service users, per month	\$43.29	\$43.89	\$44.50	\$45.12	\$45.74	\$46.38
(2) For general commercial sewer service users, per month	20.51	21.21	21.94	22.69	23.46	24.27
(3) For large commercial sewer service users, per month	20.60	21.30	22.03	22.79	23.57	24.37
(4) For general industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(5) For large industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(6) For bulk I sewer service users, per account, per month	756.23	789.18	823.56	859.45	896.89	935.97
(7) For bulk II sewer service users, per account, per month	6.20	6.47	6.75	<u>7.05</u>	7.35	7.67
(b) The flow charge for all residential sewer service users shall be, per 100 cubic feet	3.798	3.851	3.904	3.958	4.013	4.069

The flow charge for all commercial and industrial sewer service users shall be, per 100 cubic feet	2.060	2.130	2.203	2.279	2.357	2.437
The flow charge for all bulk sewer service users shall be, per 100 cubic feet	2.821	2.944	3.072	3.206	3.346	3.492
(c) The facilities charge for all commercial and industrial sewer service users, per account, per month, by meter size:						
(1) 5/8 inch meter	45.37	46.92	48.53	50.19	51.91	53.68
(2) 3/4 inch meter	67.73	70.05	72.44	74.92	77.49	80.14
(3) 1 inch meter	113.10	116.97	120.97	125.11	129.39	133.82
(4) 1.5 inch meter	225.53	233.25	241.23	249.48	258.02	266.85
(5) 2 inch meter	360.97	373.32	386.09	399.30	412.97	427.10
(6) 3 inch meter	790.35	817.39	845.36	874.28	904.20	935.13
(7) 4 inch or larger meter	1422.23	1470.89	1521.22	1573.27	1627.10	1682.77
(d) The abnormal charge for all sewer service users shall be the sum of the following:						
(1) For abnormal suspended solids, per ton [>300 mg/L]	323.96	343.35	363.89	385.67	408.74	433.20

(2) For abnormal BOD, per ton [>240 mg/L]	509.75	540.25	572.58	606.84	643.16	681.64
(e) The charge per day for extra sampling days shall be	807.53	831.75	856.71	882.41	908.88	936.15
(f) The charge for installation of a temporary primary device shall be	1583.56	1631.06	1680.00	1730.40	1782.31	1835.78
(g) Industrial pretreatment monitoring charge, per month	96.57	99.46	102.45	105.52	108.69	111.95
(h) The charge for septic tank contents disposal shall be, per 1,000 gallons	38.94	41.21	43.61	46.15	48.84	51.69
(i) City of Omaha hand billing charge	15.48	15.94	16.42	16.91	17.42	17.95
(j) Reinspection fee	0.00	100.00	103.00	106.09	109.27	112.55

The sewer service charges prescribed in this section shall be applicable to water use per meter readings taken or estimates calculated January 1 through December 31 of the calendar year indicated at the top of each such column except for the year 2028, which shall remain applicable thereafter until amended.

The sewer service charges provided for herein for the 2023, 2024, 2025, 2026, 2027, and 2028, may be reallocated among the components of the charge, specifically the customer charge, flow charge, commercial and industrial facilities charge and abnormal charge, when and if it is determined that the allocations provided for herein should be amended to provide for an equitable distribution of the costs of providing such service. An audit of the sewer service charges shall be conducted every five years, to begin five years after the effective date of this amendment.

(Code 1980, § 31-147; Ord. No. 37495, § 3, 9-26-06; Ord. No. 38427, § 2, 6-2-09; Ord. No. 39508, § 2, 10-30-12; Ord. No. 40043, § 2, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 2, 12-13-22)

Sec. 31-158. - Additional customer charges.

In addition to the customer charges set out in section 31-147, the following customer charges are hereby imposed which shall be added to the sewer user billings for new total customer charges.

(1) For residential sewer service users, per month:

2023	2024	2025	2026	2027	2028
\$0.98	\$1.00	\$1.03	\$1.06	\$1.08	\$1.11

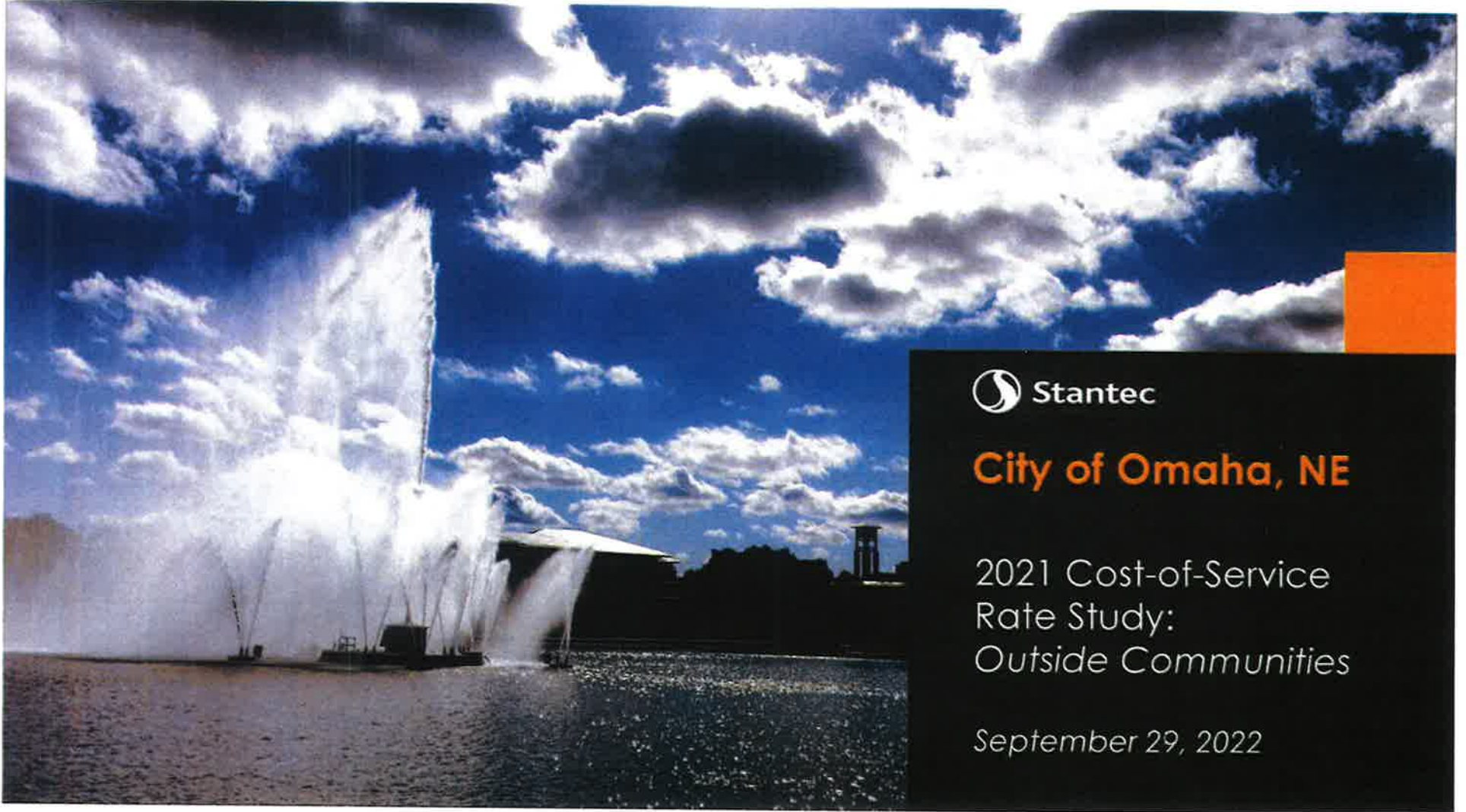
(2) For general commercial, large commercial, general industrial, and large industrial sewer service users, per month:


2023	2024	2025	2026	2027	2028
\$1.58	\$1.62	\$1.66	\$1.70	\$1.74	\$1.79

The additional charges prescribed in this section shall be applicable for the billing periods within January 1 through December 31 of the calendar year indicated at the top of each such column. The charges imposed for 2028 shall remain in effect after the end of 2028 until this section is amended. That the finance department shall maintain a separate enterprise fund to be used only for storm water management activities and to effect periodic transfers from the sewer revenue fund to the storm water management fund in amounts equal to revenue from the increases in the customer charges listed above.

(Ord. No. 36372, § 2, 8-26-03; Ord. No. 38427, § 3, 6-2-09; Ord. No. 40043, § 3, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 3, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.



 Stantec

City of Omaha, NE

2021 Cost-of-Service
Rate Study:
Outside Communities

September 29, 2022

The Three (3) Step Rate Study Process

Step 1: How Much?



Revenue Sufficiency

- Achieve financial policies & targets
- Fund system investment needs
- Sustainably fund operations

Step 2: From Whom?



Defensible Allocation Methods

- Utilize **industry accepted approaches**
- Maintain **fair and equitable** allocation of costs
- Determine correct and appropriate units of service

Step 3: How to Collect?

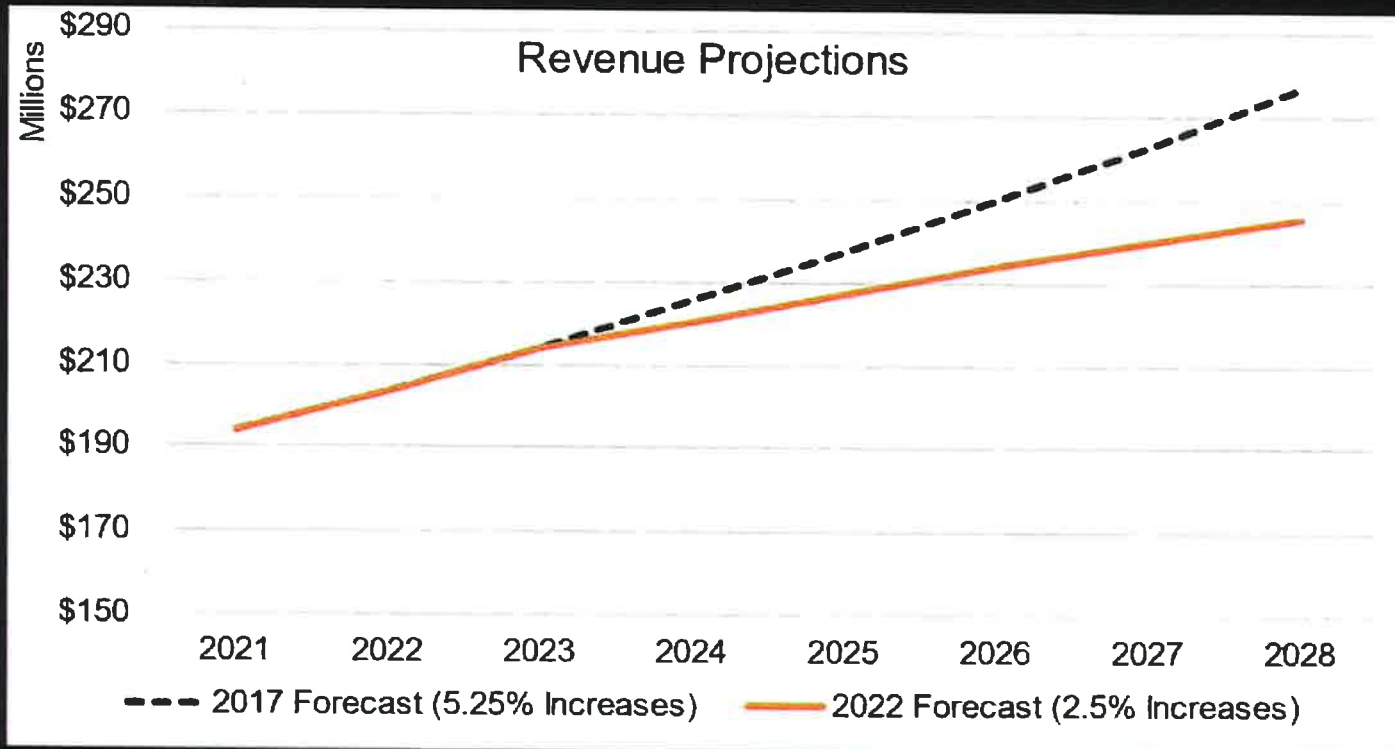


Simple, Equitable & Sustainable Rates

- Balance affordability and financial objectives
- Accomplish revenue stability
- Clear communication of costs



Financial Forecast Update





Customer Class Rate Increases

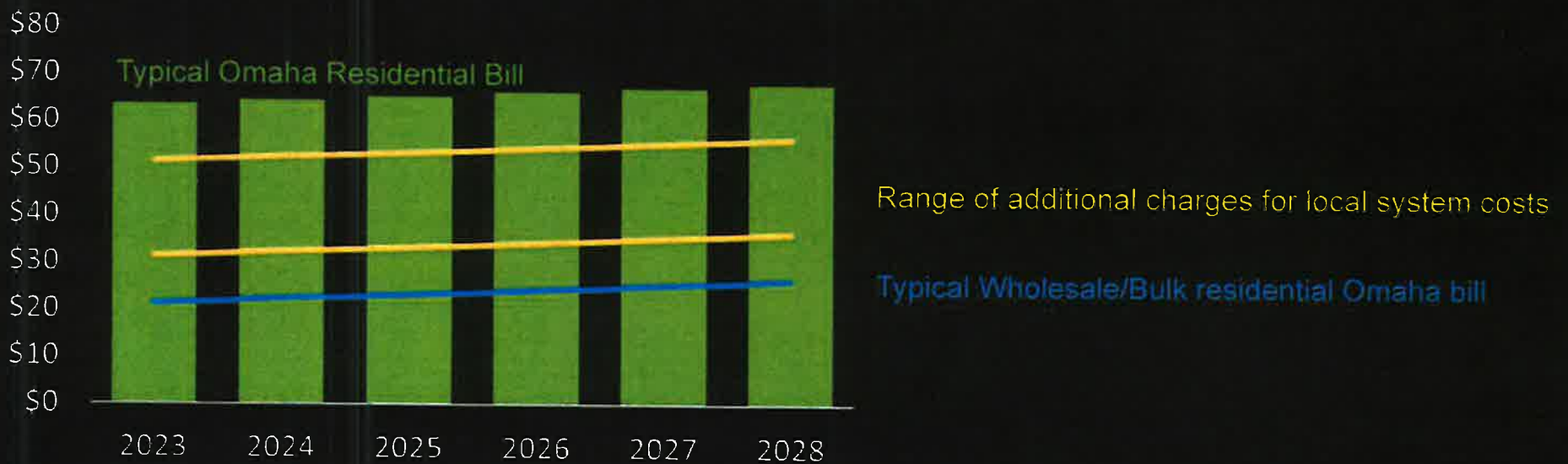


■ 2017 Forecast

■ 2022 Forecast

- Rate increases differ by customer class
 - Wholesale/Bulk I: Flow is measured by single meter
 - Wholesale/Bulk II: Flow is estimated using MUD bills
- Last cost allocation update occurred in 2009
- Changing costs, usage, and growth impact allocations
- Allocations updated based on industry-approved methods
- Maintain equity among customers over the next five years

Monthly Bills - Residential City & Bulk/Wholesale Customers



*Based on 4,000 gallons per month

Customers in bulk/wholesale communities currently pay an additional charge of about \$10 to \$30 dollars per month for services provided by their local utility.

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years

Historical Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Omaha Resident	\$12.67	\$13.80	\$16.89	\$21.57	\$27.08	\$33.97	\$38.21	\$41.59	\$45.27	\$49.25	\$51.83	\$54.55	\$57.42	\$60.43
Wholesale Resident*	\$5.14	\$5.42	\$6.59	\$8.10	\$9.78	\$11.82	\$12.74	\$13.88	\$15.12	\$16.48	\$17.34	\$18.25	\$19.21	\$20.22

*Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services

- Omaha Residential bills increase by about \$48 since 2009
- Omaha bills for residents in wholesale communities increase by about \$15 since 2009



How Much?

Financial Plan & Revenue Requirements

Step 1: Financial Planning

Assumptions & Forecasts:

- Customer demands
- Account growth
- Inflation
- Capital costs and project schedules
- Borrowing terms

Policy Decisions:

- Reserve requirements
 - Operating Reserve
 - Capital Reserve
- Key performance indicators and targets
 - Debt service coverage
 - Days cash on hand
- Capital funding sources
 - Cash
 - Revenue Bonds
 - SRF Loans
 - WIFIA Loan

The image shows a screenshot of a Fitch Ratings report titled "U.S. Water and Sewer Rating Criteria". The report is categorized under "Public Finance" and "Water & Sewer / U.S.A.". It includes a table of contents on the left, a "Scope" section, and a "Related Criteria" section. A large 3D pie chart graphic is overlaid on the right side of the page, with a blue water drop icon above it. The text "Cash Reserve Policy Guidelines" is overlaid at the bottom of the page.

Fitch Ratings Public Finance
Water & Sewer / U.S.A.
U.S. Water and Sewer Rating Criteria
Sector-Specific Criteria

Table of Contents:

Issue Title	Page
Scope	1
Key Rating Drivers	2
Revenue Certainty	3
Operating Costs	4
Capital Expenditures	5
Debt Structure	6
Other	7
U.S. Water and Sewer Rating Criteria	8
Appendix A: Key Rating Drivers of the Rating Criteria	9
Appendix B: Water and Sewer Management Practices	10

Scope:

The report provides U.S. Water and Sewer Rating Criteria, dated Nov. 12, 2011.

Related Criteria:

Rating Criteria for Public Sector Revenue-Dependent Debt (February 2010)
U.S. Public Finance Top-Supplier Rating Criteria (July 2010)

Analysis:

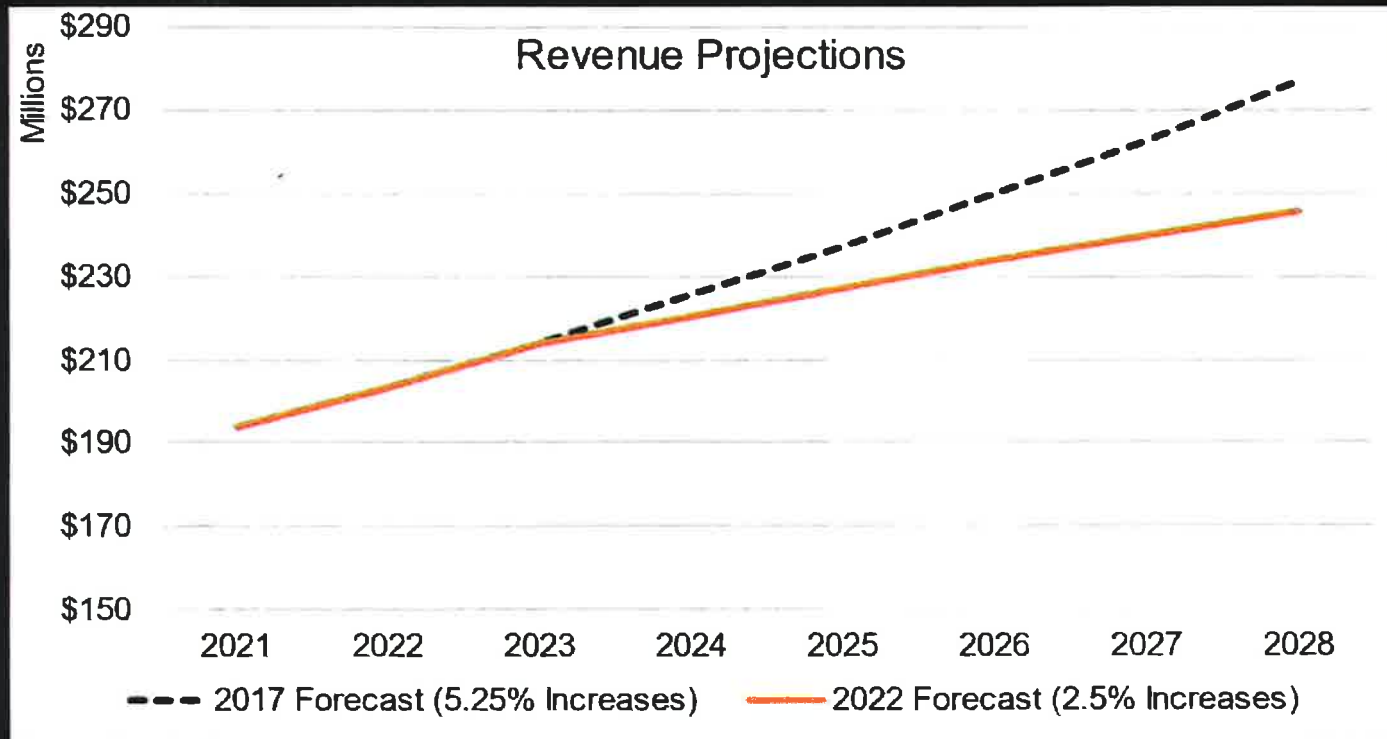
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Cash Reserve Policy Guidelines



Financial Forecast Update





Drivers of Financial Forecast

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Operations:

- Finance Department budget management
- Public Works Department ongoing optimization
- Efficiencies in operations
- Historical and future customer base expansion from bulk customers
- Resource recovery revenue generation

Capital Improvement Program:

- CSO Program success
- Nutrient regulations
- Improved technology
- Optimization of low-cost financing (SRF loans)
- Focus on water resource recovery facility (WRRF) projects to protect economic growth

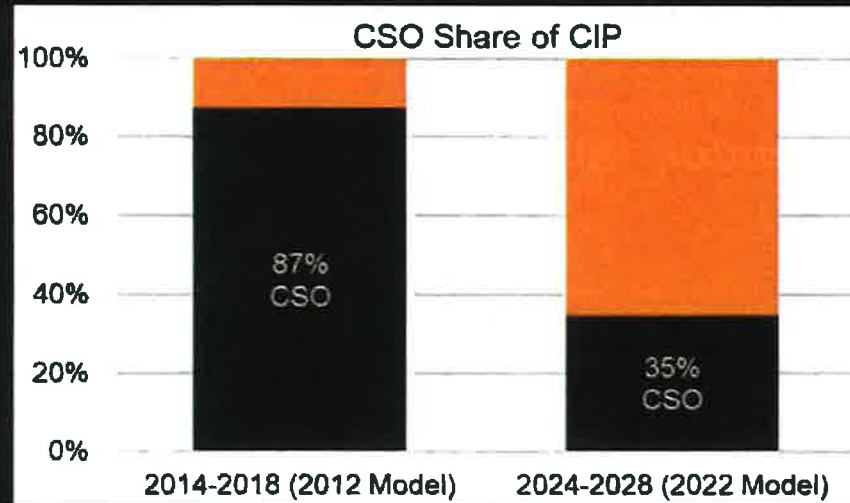


Changes in Cost Drivers

12

2014-18 ordinance developed in 2012 vs 2024-28 ordinance in 2022:

- Shift from Combined Sewer Overflow (CSO) focus to treatment focus in CIP
 - Facilities Master Plan identifies major treatment facility needs
 - Interceptor upgrades maintain and protect level of service
 - Impacts both capital and O&M
 - CSO and treatment costs allocated to customers differently





From Whom?

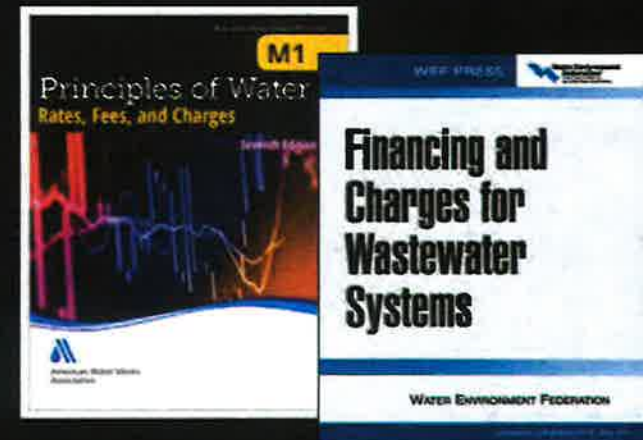
Cost-of-Service Analysis

Step 2: Cost Allocations

14

- Utilities are made up of different functions that drive costs
- Different customer types use the system functions differently and, as a result, the costs to serve these customer types can and do vary
- Studies use estimates for customer demands and wastewater strengths based on available data that can be updated in the future as information becomes available

“By the book” approaches



Goal: Determine the **cost to serve** each class and collect revenue from each class consistent with the cost of providing service and meeting City objectives.



Changes in Cost Allocations

Cost allocations last updated in 2009

Treatment portion of CIP allocated more to flow & strength

- *Yields increased allocation to customer classes with a higher proportion of variable revenue*

Portion of treatment and CSO CIP allocated uniformly to all connections

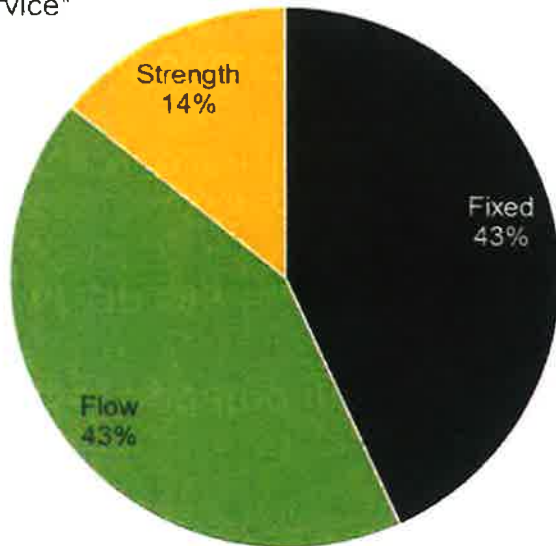
- *Allocates a share of capital costs for environmental quality to all residents & businesses*



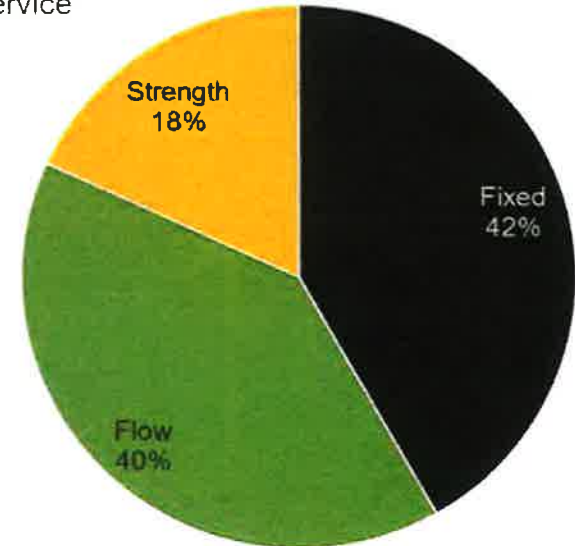


Rebalancing Costs of Service – 2021 vs 2028

2021 Cost of Service*



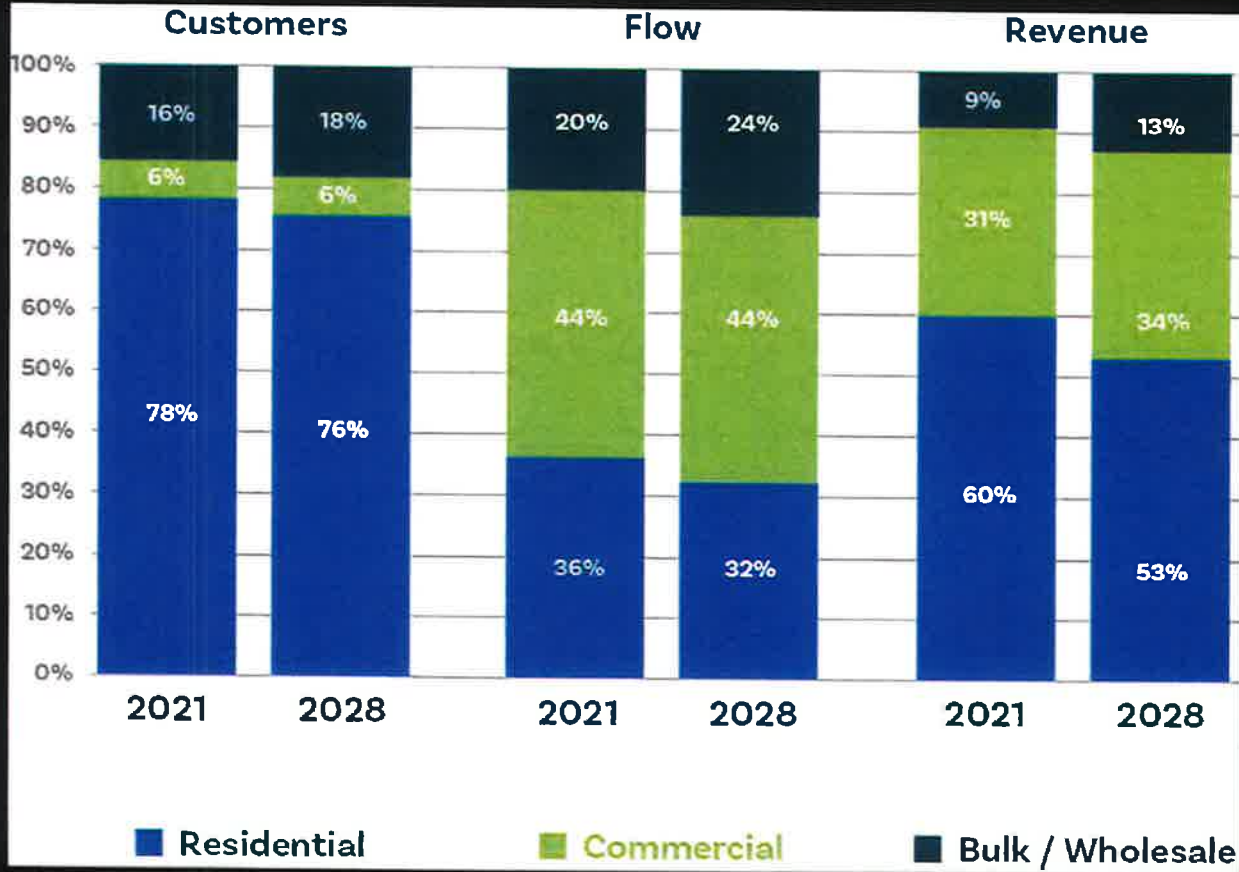
2028 Cost of Service



* Estimated COS based on 2021 Revenue & Billing Units



Customer Characteristics - 2021 vs 2028





How to Collect?

Rate Structure Design

Step 3: Rate Design

Typical Focus

Customer Charges

- Administrative, billing, customer service, & some fixed costs

Flow Rates

- Flow-related and typical wastewater strength costs

Facilities Charge

- Portion of commercial/industrial flow-related costs

Abnormal Strength Charges

- High pollutant strength

Typically charged only to commercial & industrial customers



Rate Ordinance: Customer and Flow Charges

	Customer Charge per month					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 43.29	\$ 43.89	\$ 44.50	\$ 45.12	\$ 45.74	\$ 46.38
General Commercial	\$ 20.51	\$ 21.21	\$ 21.94	\$ 22.69	\$ 23.46	\$ 24.27
Large Commercial	\$ 20.60	\$ 21.30	\$ 22.03	\$ 22.79	\$ 23.57	\$ 24.37
General Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Large Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Bulk I sewer	\$ 756.23	\$ 789.18	\$ 823.56	\$ 859.45	\$ 896.89	\$ 935.97
Bulk II sewer	\$ 6.20	\$ 6.47	\$ 6.75	\$ 7.05	\$ 7.35	\$ 7.67
	Flow Charge per 100 cubic ft					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 3.798	\$ 3.851	\$ 3.904	\$ 3.958	\$ 4.013	\$ 4.069
Commercial and Industrial Users	\$ 2.060	\$ 2.130	\$ 2.203	\$ 2.279	\$ 2.357	\$ 2.437
Bulk Users	\$ 2.821	\$ 2.944	\$ 3.072	\$ 3.206	\$ 3.346	\$ 3.492



Non-Residential: Facilities & Abnormal Strength Charges

Meter Size	Facilities Charges					
	2023	2024	2025	2026	2027	2028
5/8"	\$ 45.37	\$ 46.92	\$ 48.53	\$ 50.19	\$ 51.91	\$ 53.68
3/4"	\$ 67.73	\$ 70.05	\$ 72.44	\$ 74.92	\$ 77.49	\$ 80.14
1"	\$ 113.10	\$ 116.97	\$ 120.97	\$ 125.11	\$ 129.39	\$ 133.82
1.5"	\$ 225.53	\$ 233.25	\$ 241.23	\$ 249.48	\$ 258.02	\$ 266.85
2"	\$ 360.97	\$ 373.32	\$ 386.09	\$ 399.30	\$ 412.97	\$ 427.10
3"	\$ 790.35	\$ 817.39	\$ 845.36	\$ 874.28	\$ 904.20	\$ 935.13
4+"	\$1,422.23	\$1,470.89	\$1,521.22	\$1,573.27	\$1,627.10	\$1,682.77

	Abnormal charge for all service users, sum of following					
	2023	2024	2025	2026	2027	2028
For abnormal BOD, per ton [>240 mg/l]	\$ 509.75	\$ 540.25	\$ 572.58	\$ 606.84	\$ 643.16	\$ 681.64
For abnormal suspended solids, per ton [>300 mg/l]	\$ 323.96	\$ 343.35	\$ 363.89	\$ 385.67	\$ 408.74	\$ 433.20



Other Charges and Fees

	Other charges and fees					
<i>Per Rate Ordinance</i>	2023	2024	2025	2026	2027	2028
Charge per day for extra sampling days	\$ 807.53	\$ 831.75	\$ 856.71	\$ 882.41	\$ 908.88	\$ 936.15
Charge for installation of a temporary primary device	\$ 1,583.56	\$ 1,631.06	\$ 1,680.00	\$ 1,730.40	\$ 1,782.31	\$ 1,835.78
Industrial pretreatment monitoring charge, per month	\$ 96.57	\$ 99.46	\$ 102.45	\$ 105.52	\$ 108.69	\$ 111.95
Charge for septic tank contents disposal, per 1,000 gallons	\$ 38.94	\$ 41.21	\$ 43.61	\$ 46.15	\$ 48.84	\$ 51.69
City of Omaha hand billing charge	\$ 15.48	\$ 15.94	\$ 16.42	\$ 16.91	\$ 17.42	\$ 17.95
Reinspection fee	\$ -	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55
Residential Stormwater Fee	\$ 0.98	TBD				
Comm/Ind Stormwater Fee	\$ 1.58					

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years



Summary of 2021 Cost-of-Service Rate Study

24



- Revenue requirement forecast less than projected
- Proposed rate increases across customer classes less than projected
- Drivers of changes:
 - CIP change from CSO to WRRF requirements
 - Nutrient removal requirements, ammonia, flow-based improvements, biogas*, technology enhancements
 - Increases in O&M costs
 - Chemical costs
 - Retention treatment basin (HRT) costs
 - Efficiencies in O&M costs
 - Addition of bulk I customer



Carol Malesky

Senior Principal

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Thank You/Questions

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ORDINANCE NO. 4138

AN ORDINANCE TO AMEND SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING MINIMUM MONTHLY SEWER CHARGES FOR RESIDENTIAL AND COMMERCIAL USERS IN THE CITY OF BELLEVUE; TO REPEAL SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFOREEXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 30-137 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 30-137. Same-Minimum monthly charges.

(A) For all residential and commercial users, the minimum monthly charge shall be nineteen dollars and ninety-five cents (\$19.95) for the first two CCF (hundred cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF (hundred cubic feet) of water used.

(B) Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

(C) Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

(D) Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

(E) Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

(F) Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

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

Adopted by the Mayor and City Council this _____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

First Reading _____

1 Second Reading _____
2 Third Reading _____
3
4
5
6 APPROVED AS TO FORM:
7
8
9 _____
10 City Attorney
11

1 ~~Effective January 1, 2022 for all residential and commercial users, the minimum monthly~~
2 ~~charge shall be eighteen dollars and seventy nine cents (\$18.79) for the first two CCF (hundred~~
3 ~~cubic feet) of water used, plus four dollars and fifty two cents (\$4.52) for each additional CCF~~
4 ~~(hundred cubic feet) of water used.~~

5
6 ~~Effective January 1, 2023 for all residential and commercial users, the minimum monthly~~
7 ~~charge shall be nineteen dollars and ninety five cents (\$19.95) for the first two CCF (hundred~~
8 ~~cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF~~
9 ~~(hundred cubic feet) of water used.~~

10
11
12 Section 2. This Ordinance shall take effect and be in full force from and after its passage,
13 approval, and publication as provided by law.

14
15 Adopted by the Mayor and City Council this _____ day of _____, 20__.

16
17
18
19 _____
20 Mayor

21 ATTEST:

22
23
24
25 _____
26 City Clerk

27
28
29 First Reading _____
30 Second Reading _____
31 Third Reading _____
32

33
34
35 APPROVED AS TO FORM:

36
37
38 _____
39 City Attorney
40

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
12/5/2023

COUNCIL MEETING DATE: December 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 Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II.
Applicant: Amanda Iwansky. General location: 215 Bellevue Blvd. S.

SYNOPSIS/BACKGROUND:

Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods. The applicant stated several decades ago Wendy Gibson purchased property to the east of 215 Bellevue Boulevard South, and it was recently discovered this sale was never recored with the Register of Deeds. This platting and rezoning will correct this issue and facilitate the sale of the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department 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. 4139"/>
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: Amanda Iwansky
CASE #'s: Z-2310-18, S-2310-15
CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-120 & RS-120-PS to RS-120 and RS-120-PS for the purpose of existing single-family residential and small subdivision plat of Lots 1 and 2, The Shadows Replat II.

On November 16, 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 and Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023

**CITY OF BELLEVUE
PLANNING DEPARTMENT**

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2310-18
S-2310-15

FOR HEARING OF:
REPORT #1: November 16, 2023
REPORT #2: December 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Amanda Iwansky
10623 Boyd Street
Omaha, NE 68134

B. PROPERTY OWNERS:

Wendy Gibson
1607 Bellevue Blvd N
Bellevue, NE 68005

Fa Properties, LLC
215 Bellevue Blvd S
Bellevue, NE 68005

Freeman Company Inc.
1021 Galvin Rd S
Bellevue, NE 68005

C. GENERAL LOCATION:

215 Bellevue Blvd S

D. LEGAL DESCRIPTION:

Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, The Shadows Replat II, from RS-120 and RS-120-PS to RS-120 and RS-120-PS.
2. Small Subdivision Plat Lots 1 and 2, The Shadows Replat II.

F. EXISTING ZONING AND LAND USE:

RS-120-PS and RS-120, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat for the purpose of a lot line adjustment for an existing single-family development.

H. SIZE OF SITE:

The site is approximately 4.34 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently developed with a single-family residence built in 1979, a detached garage, and a paved area for parking to the rear of the residence. Proposed Lot 2 is presently undeveloped.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** RS-120, Single-Family Residential
2. **East:** RS-120-PS, Single-Family Residential (vacant)
3. **South:** RS-120, Single-Family Residential
4. **West:** RS-120/RE, Single-Family Residential/Residential Estates (across Bellevue Blvd South)

C. RELEVANT CASE HISTORY:

On November 16, 2023, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS and small subdivision plat Lots 1 and 2, The Shadows Replat II.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. Each property presently has access from private driveways: Lot 1 from Bellevue Boulevard South and Lot 2 from Shadow Road.

D. UTILITIES:

All utilities are available to this development.

E. ANALYSIS:

1. Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development.
2. The applicant stated several decades ago Wendy Gibson purchased the irregular southwesterly 0.07-acre portion of Lot 13, The Shadows, and the irregular northwesterly 0.11-acre portion of Lot 12B, The Shadows, from the Freeman Company. The applicant/realtor for 215 Bellevue Boulevard South discovered this sale was never recorded with the Register of Deeds. The deed and real estate transfer showing the transfer of ownership from The Freeman Co. to Wendy Gibson was filed with the Sarpy County Register of Deeds office on August 18, 2023.

A proper subdivision through the city was not completed at that time. The small subdivision plat and rezoning is now being requested in order for the sale of the

property to be finalized. A title transfer of proposed Lot 1 cannot be completed without approval of a rezoning and small subdivision plat.

3. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods.

Lot 1 is in conformance with the regulations of the RS-120 zoning district.

Lot 2 will have the following setbacks which were approved with the initial development:

Minimum Front Yard: 20 feet

Minimum Side Yard: 5 feet

Minimum Rear Yard: 20 feet

4. 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, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, 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 and Sarpy County Surveyor Michael Sharp requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan shows this area as being low density residential. The request is in conformance with the Comprehensive Plan.

6. The requested small subdivision plat and rezoning will not change the existing conditions on the properties now. Staff does not believe this request will have a negative impact on the surrounding neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

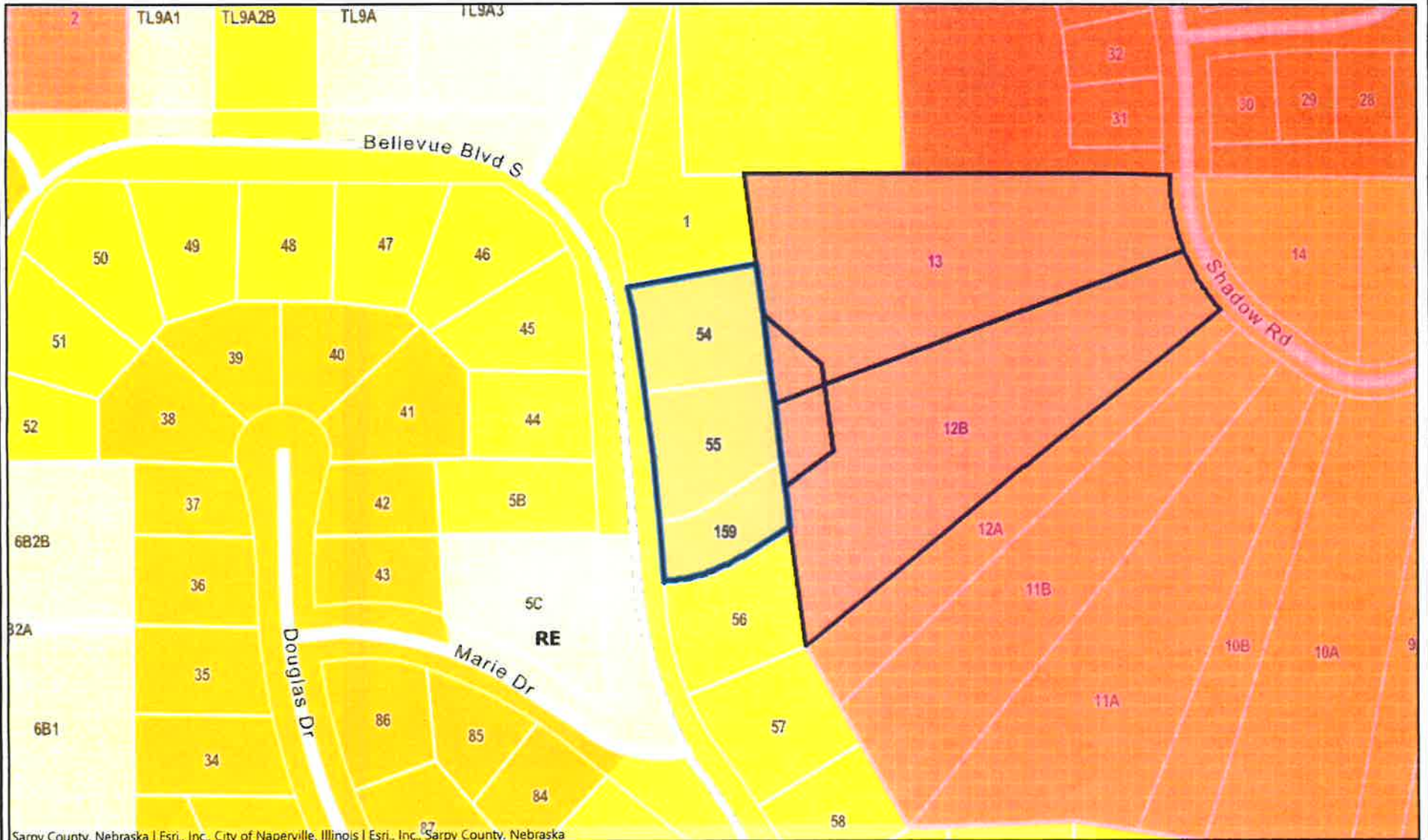
VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received October 19, 2023
4. Small subdivision plat received November 8, 2023

VII. COPIES OF REPORT TO:

1. Amanda Iwansky
2. Hill-Farrell Associates, Inc. (Doug Hill)
3. Wendy Gibson
4. Freeman Co., Inc.
5. Fa Properties, LLC.
6. Public Upon Request

 11/27/23
Planning Director Date

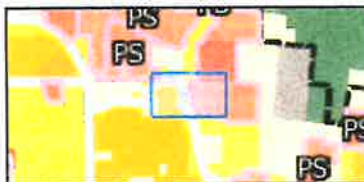


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



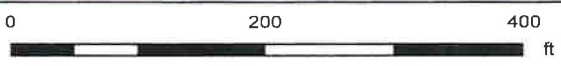
Map Scale 1: 2257

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





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



City of Bellevue,

Wendy Gibson is requesting rezoning and re-platting for (Parcel 011616487) IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS and (Parcel 011616489) IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS.

Background: 35-40 years ago Bob and Wendy Gibson 'purchased' part of Lot 13 The Shadows and part of Lot 12B The Shadows from the Freeman Co. But, the sale was never officially recorded. 35-40 years ago Gibsons proceeded to build a concrete parking slab on the land.

Aug 2023: Wendy Gibson goes to sell her home at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) and wanted to be able to officially deed over the part of Lot 13 and 12B so that the new owners of 215 Bellevue Blvd S would own the land that the concrete sits on.

Susan Dennis with Freeman Co had the land surveyed to parcel off the land with the concrete slab. Freeman Co deeded over part of Lot 13 and part of 12B to Wendy Gibson in August. Doug Hill was the surveyor and drew out the new parcel lines. Parcel 011616489 (IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS) and Parcel 011616487 (IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS). The deed and the real estate transfer statement were filed with Sarpy county recorder's office on Aug 18, 2023 to transfer ownership from The Freeman Co to Wendy Gibson.

Sept 2023: It was discovered that the new parcels that Wendy now owned could not be transferred to the new buyers of 215 Bellevue Blvd S because the title company requires the City of Bellevue to sign off on transfer, in order to provide title insurance on the sale.

The Barreras bought the house and land at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) from Wendy Gibson on 9/20/23. Wendy Gibson is still the owner of the partial lots 13 and 12B of the Shadows.

In conclusion, the concrete slab that is located on the Freeman Co's land behind 215 Bellevue Blvd is now in Wendy Gibson's name and her home was deeded over to the Barreras. The Barreras would like to receive the land from Wendy while being able to have title insurance on the new parcels. Once that happens, the goal is to combine all parcels into one so the Barreras can have the entire property on one parcel number.

Lot 13 and Lot 12B of The Shadows are currently zoned RS-120 ps. Part of Lot 13 and Part of Lot 12B are applying for rezoning to be RS-120 to match Lot 54, 55, and 159.

I, Amanda Iwansky, am Wendy Gibon's realtor & am the applicant for the rezoning & replatting.

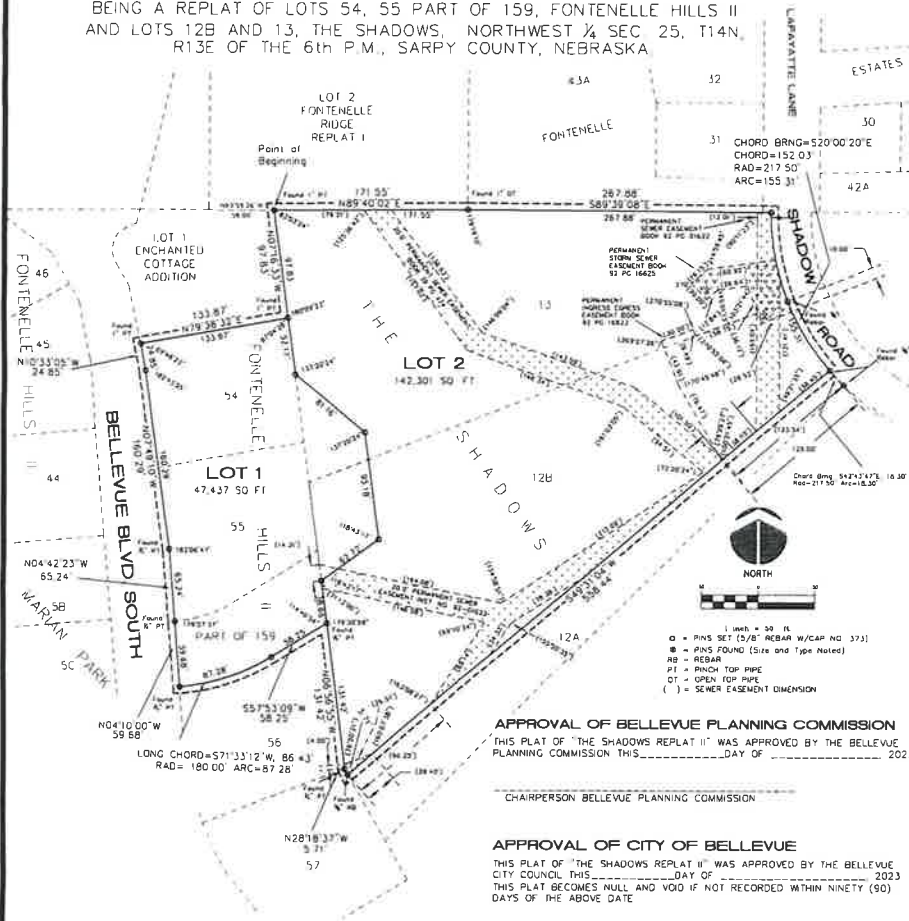
Sincerely,
Amanda Iwansky - NPDodge Real Estate
402-276-1311 - amanda@renschgroup.com

RECEIVED
OCT 19 2023
PLANNING DEPT.

THE SHADOWS REPLAT II

LOT 1 and 2

BEING A REPLAT OF LOTS 54, 55 PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, NORTHWEST ¼ SEC 25, T14N, R13E OF THE 6th P.M., SAPPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "THE SHADOWS REPLAT II" BEING A REPLAT OF LOTS 54, 55 AND PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 13, THE SHADOWS, THENCE N 89°40'02" E (ASSUMED BEARING), 171.55 FEET TO THE SOUTHWEST CORNER OF LOT 43A, FONTENELLE ESTATES, THENCE S 89°39'08" E, 287.88 FEET TO THE NORTHEAST CORNER OF LOT 13, THE SHADOWS, THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT CHORD BEARING S 20°00'20" E, CHORD DISTANCE 152.03 FEET, RADIUS 217.50 FEET, ARC DISTANCE 155.31 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE S 49°31'04" W, 558.44 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE N 28°18'37" W, 5.71 FEET TO THE NORTHEAST CORNER OF LOT 57, FONTENELLE HILLS II, THENCE N 06°56'55" W, 131.42 FEET TO THE NORTHEAST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE S 57°53'09" W, 58.25 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CHORD BEARING S 71°33'12" W, CHORD DISTANCE 88.43 FEET, RADIUS 180.00 FEET, ARC DISTANCE 87.28 FEET TO THE NORTHWEST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BELLEVUE BOULEVARD ALONG THE FOLLOWING 4 COURSES: 1) N 04°10'00" W, 59.68 FEET 2) N 04°42'23" W, 65.24 FEET 3) N 07°49'10" W, 160.29 FEET 4) N 10°33'05" W, 24.85 FEET TO THE NORTHWEST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 79°38'32" E, 133.87 FEET TO THE NORTHEAST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 07°16'33" W, 97.83 FEET TO THE POINT OF BEGINNING DESCRIBED TRACT CONTAINS 189,738 SQUARE FEET OR 4.356 ACRES MORE OR LESS

DATE _____
RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WENDY S. GIBSON REVOCABLE TRUST, FREEMAN CO INC, A NEBRASKA CORPORATION AND FA PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "THE SHADOWS REPLAT II", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURUM COMMUNICATIONS INTERNATIONAL, INC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM BY THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES, FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITY DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVE, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, WHETHER PUBLIC OR PRIVATE, NO PERMANENT BUILDINGS OR RETAINING WALL SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED IN WITNESS WHEREOF WE DO SET OUR NAME THIS _____ DAY OF _____ 2023

WENDY S. GIBSON REVOCABLE TRUST
BY WENDY S. GIBSON, TRUSTEE

FREEMAN CO INC
BY SUSAN DENNIS, PRESIDENT

FA PROPERTIES LLC
BY REYES BARRERA, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WENDY S. GIBSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED REYES BARRERA, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "THE SHADOWS REPLAT II" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2023

CHAIRPERSON BELLEVUE PLANNING COMMISSION _____

APPROVAL OF CITY OF BELLEVUE

THIS PLAT OF "THE SHADOWS REPLAT II" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 2023
THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE

ATTEST: CITY CLERK _____ MAYOR CITY OF BELLEVUE _____

COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE

DATE _____ COUNTY TREASURER _____

REVIEW BY SAPPY COUNTY PUBLIC WORKS
THIS PLAT OF "THE SHADOWS REPLAT II" WAS REVIEWED BY THE SAPPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023

SAPPY COUNTY SURVEYOR/ENGINEER _____

RECEIVED
NOV 08 2023
PLANNING DEPT.

SURVEY: RCH/JRH
BK-CBLLC
DRAWN: RCH
DATE: 08/23/2023
10/03/2023
11/08/2023

THE SHADOWS REPLAT II
ADMINISTRATIVE SUBDIVISION PLAT
NE1/4 SEC. 25, T14N, R13E, OF THE 6th P.M.
SAPPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
L.L.P.
SURVEYORS
1402 Helen Lane Road, Bellevue, NE 68005 (402) 281-6100

PROJECT NO
SHADOWS II

ORDINANCE NO. 4139

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 215 BELLEVUE BOULEVARD SOUTH, 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, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential, 12,000 Square Foot Zone) and RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120 (Single-Family Residential, 12,000 Square Foot Zone); AND

Lot 2, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential – 12,000 Square Foot Zone) and (RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision).

(Amanda Iwansky)

Section 2. This ordinance shall not take effect until such time as the final plat of The Shadows Replat II, 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 _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
12/5/2023

COUNCIL MEETING DATE: December 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 annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 annexation request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4140 - Area #1"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarp County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

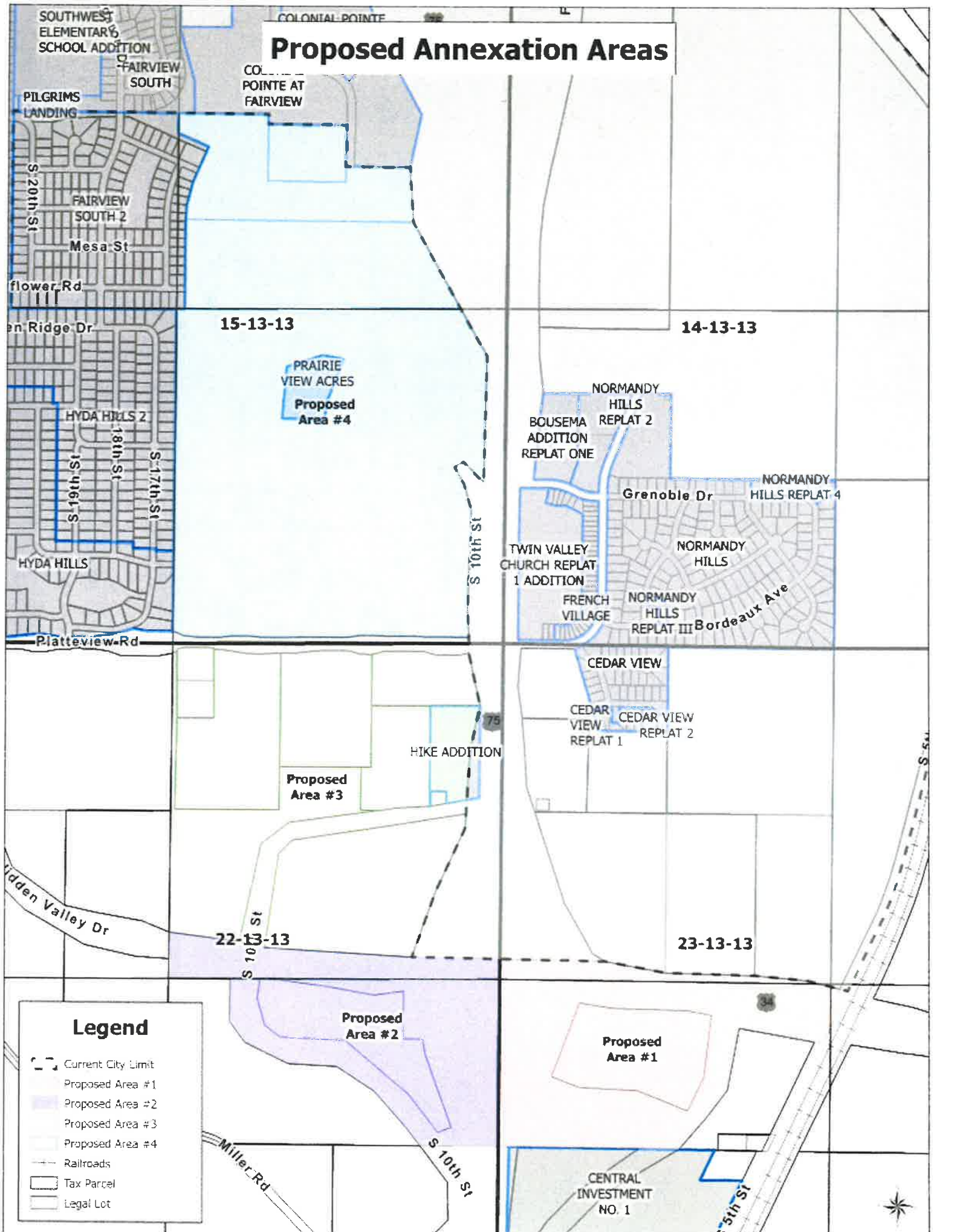
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

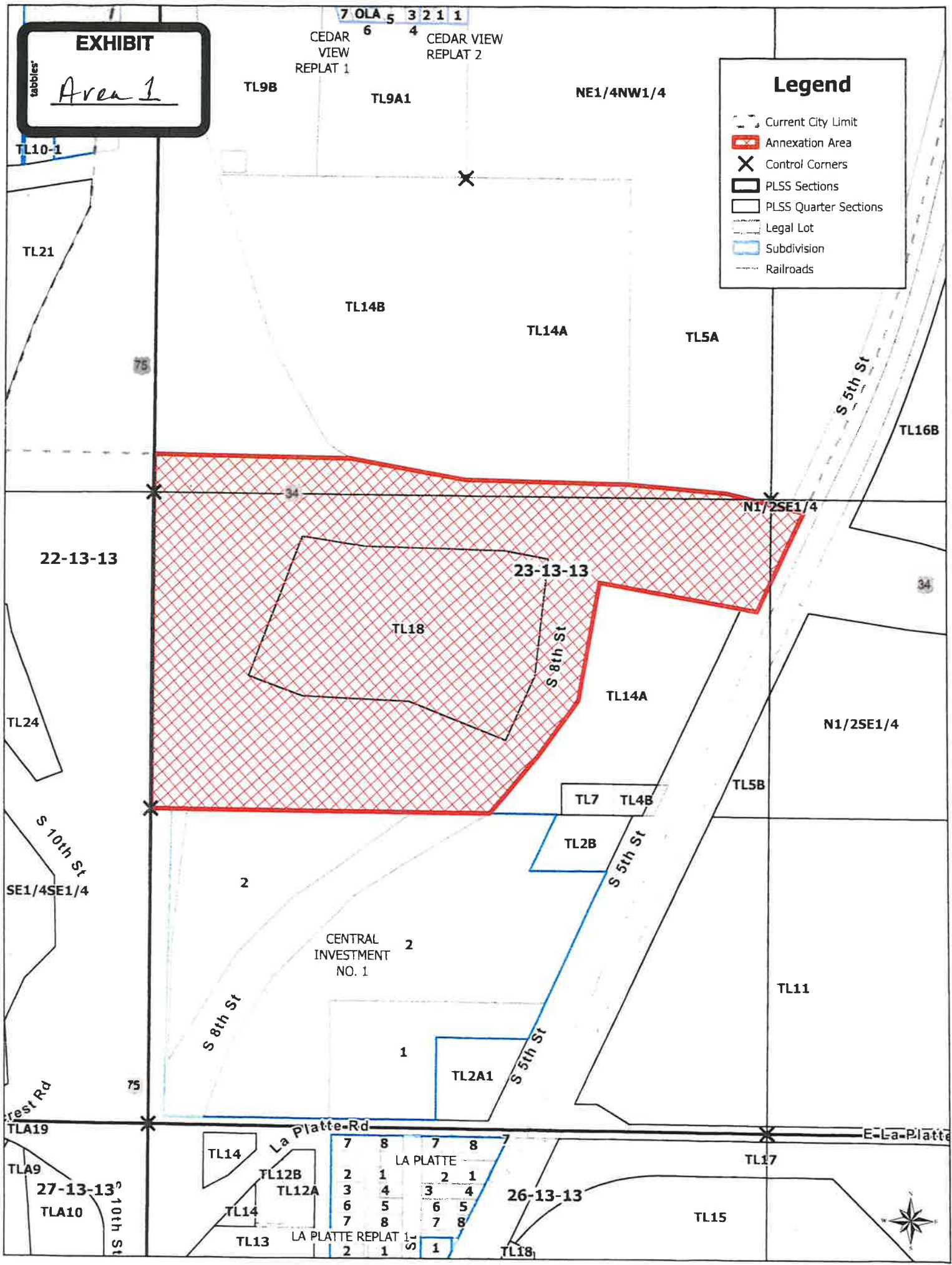
- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT
Area 1

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Subject: Proposed annexation

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4140

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Northwest corner of the Southwest Quarter of Section 23, T13N, R13E; thence North along the West Line of the said quarter to a point on the existing city limits; thence East along the South line of the of the existing city limits to the intersection of the East line of S 5th Street and the North line of State Hwy 34; thence South along the East line of S 5th Street to a point on the South line of State Hwy 34; thence Northwesterly along the South boundary of Hwy 34 also being the North line of Tax Lot 14A of Section 23 to the NW corner of Tax Lot 14A; thence South along the West boundary of Tax Lot 14A to the SW corner of said tax lot also being a point along the South boundary of Northwest quarter of Section 23 and also being the Northwest corner of Lot 2 Central Investment No. 1; thence West to the Southwest corner of the Northwest quarter of the Southwest quarter; thence North along the west line of the Southwest quarter to the point of beginning. Containing approximately 67.20 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
12/5/2023

COUNCIL MEETING DATE: December 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 annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 annexation request.

ATTACHMENTS:

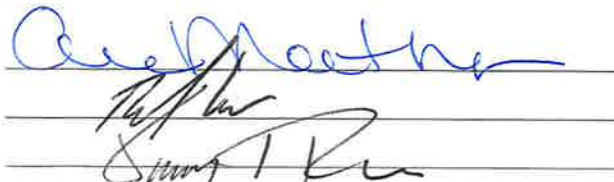
1. PC Recommendation	2. Staff Report	3. Ord. No. 4141 - Area #2
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 24, located in the Southeast $\frac{1}{4}$ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

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AFFECT ON ANNEXED AREAS

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The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

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Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

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The annexation has no effect on zip codes and which post office serves a particular area.

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In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

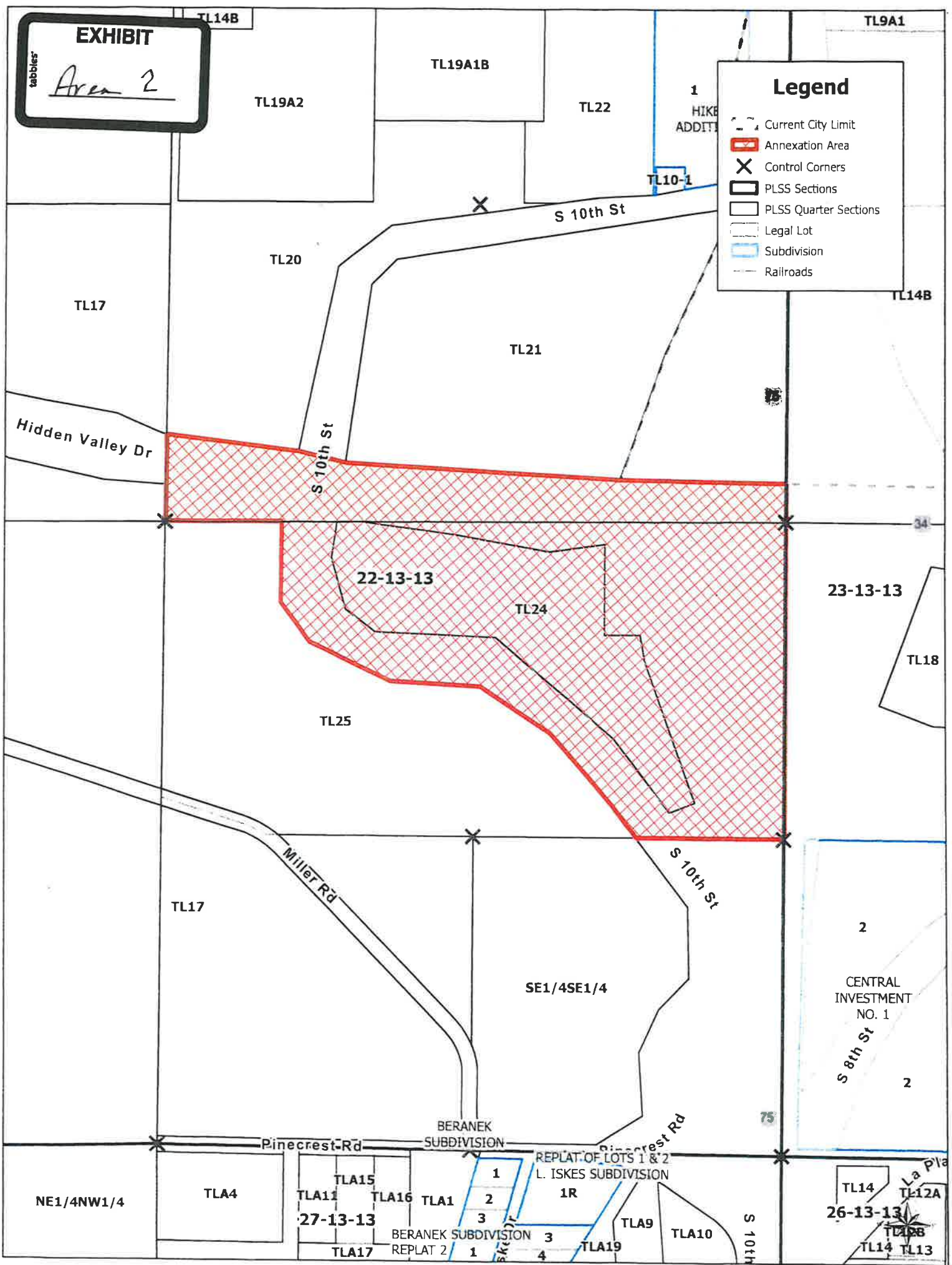
PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

EXHIBIT
tabbles
Area 2

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Good morning,

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

- ii.) Cost highlights
 - a. Street lighting costs
 - b. Snow removal including material application
 - c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
 - d. Lane markings for current county roads and Hwy 34
 - e. Inclusion of culverts (2) for inspection costs contracted with HGM
 - f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Best regards,

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Direct: (402) 293-3038
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Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

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Thanks!

ORDINANCE NO. 4141

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 24, located in the Southeast $\frac{1}{4}$ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Center corner of Section 22, T13N, R13E; thence North along the West line of the Northeast quarter to the north boundary of Hidden Valley Dr right-of-way; thence East along the North boundary of Hidden Valley Dr to the Southeast quarter of Tax Lot 21 of Section 22, also being a point on the south boundary of the existing city limits; thence East along the South boundary of the existing city limits to the East line of the Northeast quarter; thence South along the East line of the Section 22 to the Southwest corner of the Northeast quarter of the Southeast quarter; thence West along the South line of the Northeast quarter of the Southeast quarter to a point on the West line of S 10th Street; thence Northwesterly along S 10th Street to the Northeast corner of Tax Lot 25; thence West along the North boundary of Tax Lot 25, also being the South line of Hidden Valley Dr, to the point of beginning. Containing approximately 59.27 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
12/5/2023

COUNCIL MEETING DATE: December 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 annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 annexation request.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4142 - Area #3
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

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The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

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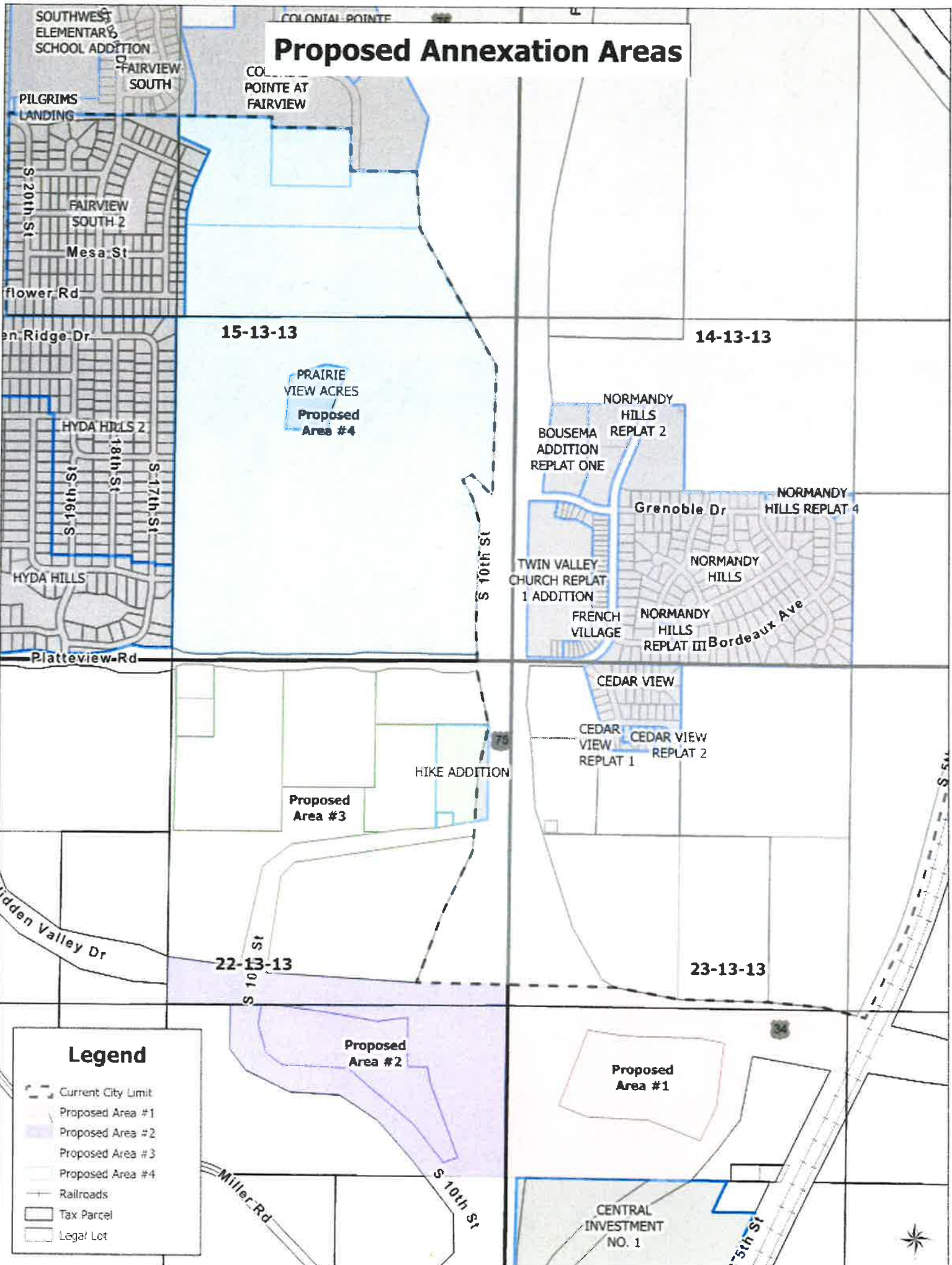
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT

Area 3

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads

15-13-13 TL4

HYDA HILLS 2

BOUSEMA 1
ADDITION REPLAT
ONE 37A
38A
38B

76 101 116 141 158
108 109 131
55 54 53 149 150
Meadowlark Ln 52 51
103 105 107
102 104 106 108 50
HYDA HILLS
OL4 47 49
42 43 44 45 46 48
OL5
OL6

Platteview Rd

Platteview Rd

13B
16B 14A
1A 15B
1B 14B
37

CEDAR VIEW
TL9A1

TL1

TL13

TL19A1A1A

TL14B

TL19A1B

TL19A2

TL22

1 HIKE
ADDITION

TL10-1

TL9B

TL17

TL20

S 10th St

TL14B

22-13-13

TL21

23-13-13

75

Hidden Valley Dr

S 10th St

TL17

TL24

TL18

TL25



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Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- o **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

- ii.) Cost highlights
 - a. Street lighting costs
 - b. Snow removal including material application
 - c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
 - d. Lane markings for current county roads and Hwy 34
 - e. Inclusion of culverts (2) for inspection costs contracted with HGM
 - f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) **MANPOWER NEEDS**

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) **EQUIPMENT NEEDS**

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

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From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

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Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
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To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Thanks!

ORDINANCE NO. 4142

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 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 annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 annexation request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4143 - Area #4"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non- residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

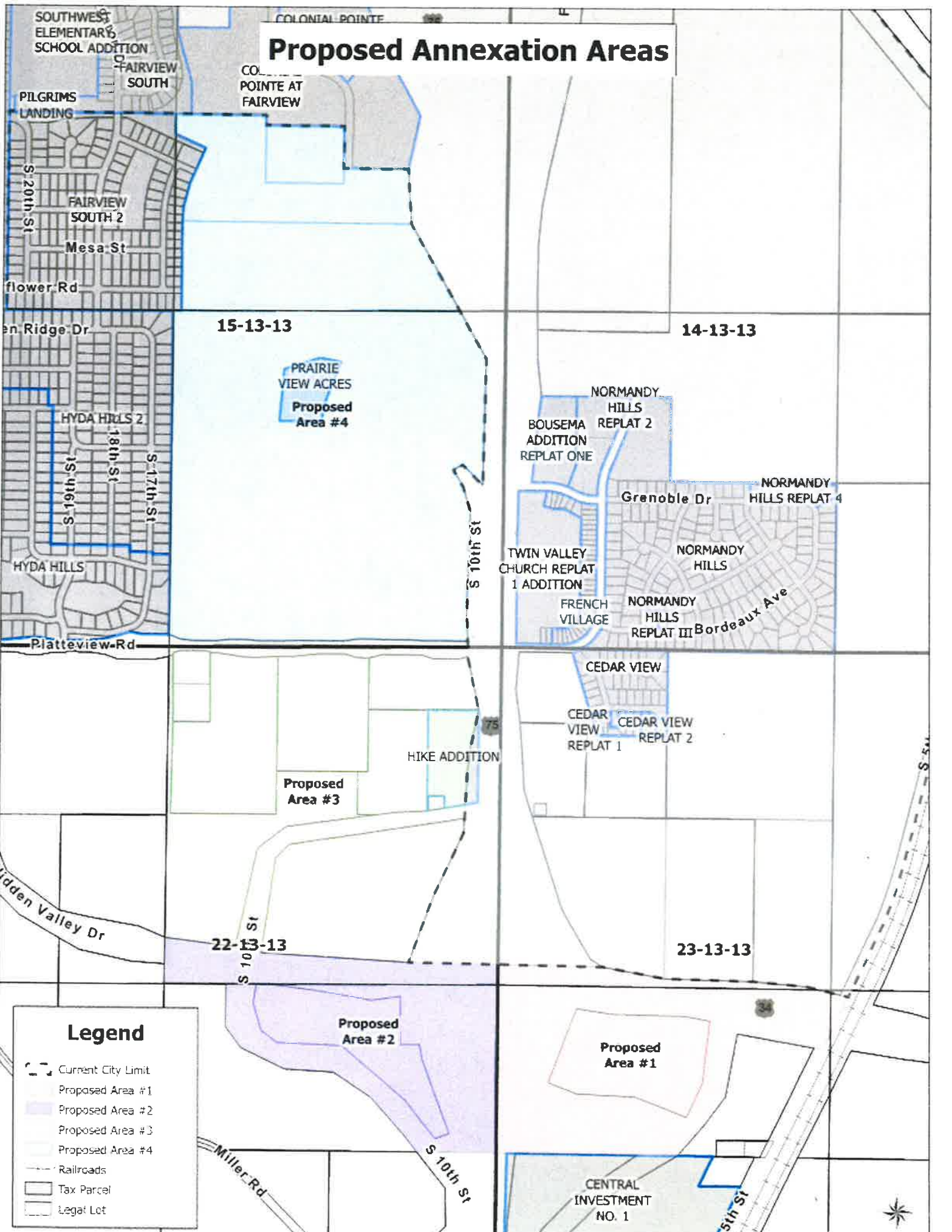
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

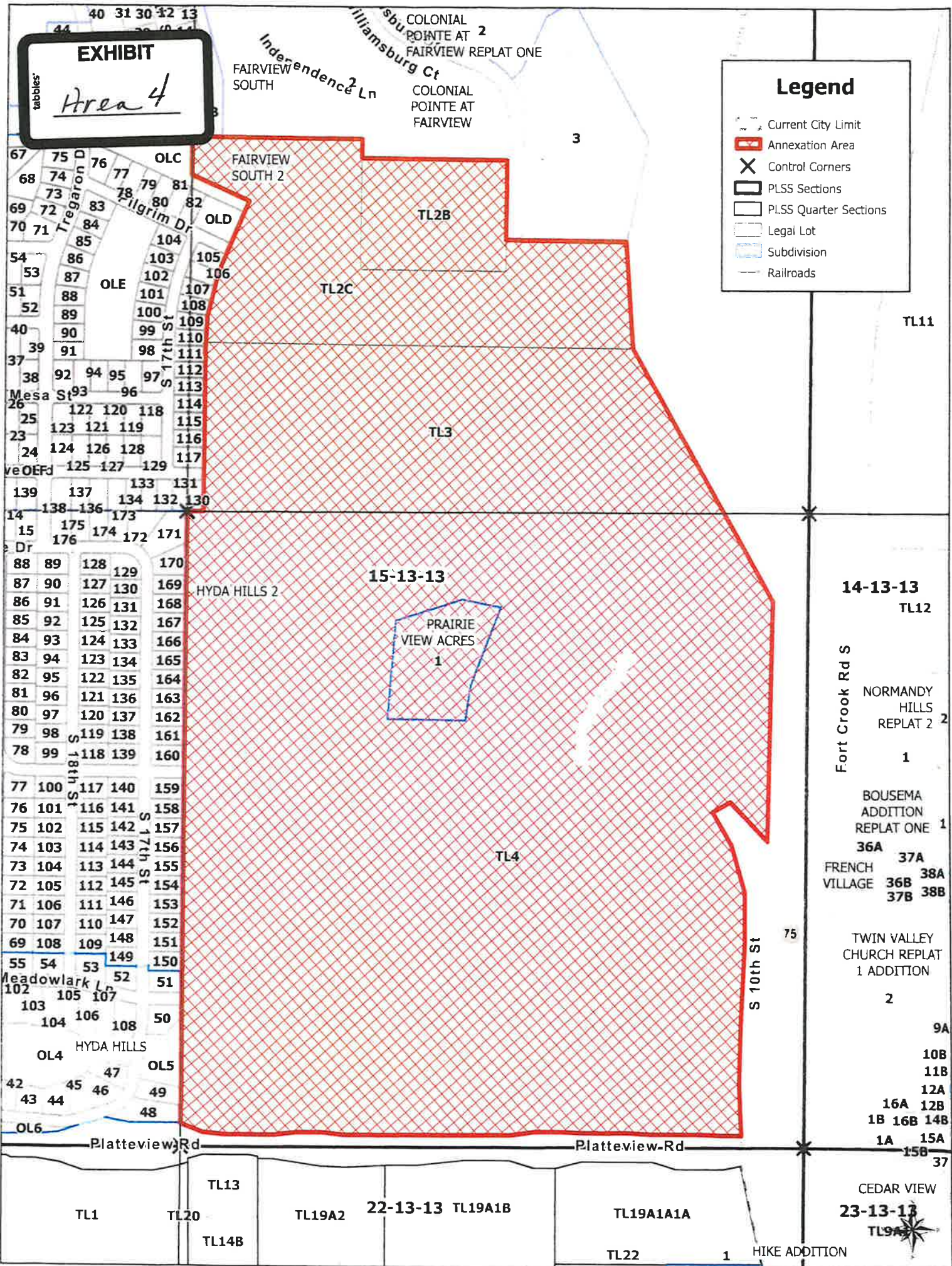
- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot

EXHIBIT

Area 4

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



COLONIAL
 POINTE AT
 FAIRVIEW REPLAT ONE
 COLONIAL
 POINTE AT
 FAIRVIEW

FAIRVIEW
 SOUTH

FAIRVIEW
 SOUTH 2

OLD

OLE

HYDA HILLS 2

15-13-13

PRAIRIE
 VIEW ACRES
 1

14-13-13
 TL12

NORMANDY
 HILLS
 REPLAT 2

BOUSEMA
 ADDITION
 REPLAT ONE

FRENCH
 VILLAGE

TWIN VALLEY
 CHURCH REPLAT
 1 ADDITION

CEDAR VIEW
 23-13-13

S 10th St

Platteview Rd

Platteview Rd

TL1

TL20

TL13

TL14B

TL19A2

22-13-13 TL19A1B

TL19A1A1A

TL22

1

HIKE ADDITION

TL11

TL12

1

36A

37A

36B 38A

37B 38B

2

9A

10B

11B

12A

16A 12B

1B 16B 14B

1A 15A

15B 37

TL9A



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

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Sent: Monday, October 23, 2023 7:11 AM
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MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

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***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

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- a. Street lighting costs
- b. Snow removal including material application
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- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

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To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4143

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 5, 2023		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:

Renewal of the City Employee Medical, Dental, Vision, Legal, Group Life, Group Voluntary Life and Long-Term Disability Insurance for calendar year 2024.

SYNOPSIS/BACKGROUND:

The City provides subsidized healthcare insurance to qualified employees and retirees. The medical insurance subsidies for current employees are 92.5% for individual coverage and 82.0% for other coverage. There were no plan changes for covered employees and the provider remains BlueCross BlueShield NE. As such, the medical plan premiums increased 4.11%. However, although the employee deductible for Single and Family stayed at \$250 and \$500, respectively, and the employee out-of-pocket for Single and Family remained at \$1,000 and \$2,000, respectively, the city did need to increase its excess coverage deductibles and out-of-pocket maximums to achieve that minimal increase in the current environment. The city's deductible for Single and Family increased \$1,000 and \$2,000 to \$5,000 and \$10,000, respectively, and the city's out-of-pocket for Single and Family increased \$2,000 and \$4,000 to \$7,000 and \$14,000, respectively. The Health Care Insurance Committee, made up of members of City Administration and the Bargaining Units, concurred with the proposed plan. The other coverages remain unchanged.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve renewal of insurance plans and premiums for 2024.

ATTACHMENTS:

1. <input type="text" value="Proposal of Insurance"/>	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: _____

[Handwritten Signature]

[Handwritten Signature]



DISCLOSURES

This proposal contains a brief description of coverages offered and is based upon underwriting information gathered from the client. It is not a legal contract. It neither modifies nor supersedes the insuring agreements, terms, conditions and exclusions of the policies referenced, which constitute the sole agreement between the insurer and the insured. Higher limits and/or optional coverages may be available. Specimen copies of all policies can be provided for review prior to the binding of coverage, upon request.

Our Privacy Policy is available on our website at <https://www.fnicgroup.com/privacy-policy>



PRODUCTS & SERVICES

EMPLOYEE BENEFITS

- Group Medical Plans
 - Private Exchange
 - Health Reimbursement Accounts
 - Health Savings Accounts
 - Fully Insured
 - Self-Funding
- Basic & Supplemental Life Insurance
- Voluntary Benefits
- Short & Long-Term Disability
- Plan Document & SPD Development
- Employee Communications & Education
- Web-Based HR Portal
- Consulting Services
- Retirement Plans
- Owner-Based Planning
- Executive Benefits

PERSONAL INSURANCE

- Homes & Condominiums
- Automobile & Recreation Vehicles
- Antique Automobiles
- Art, Furs, Collections, Jewelry
- Watercraft
- Umbrella & Personal Excess Liability
- Flood
- Earthquake

COMMERCIAL INSURANCE

- Property
- Auto
- Workers' Compensation
- General Liability
- Umbrella & Excess Liability
- Professional Liability
- Directors & Officers Liability
- Employment Practices Liability
- Cyber Liability
- Captive & Insurance Management
- Risk Management Consulting
- Risk Analysis & Risk Transfer Review
- Insurance Valuation Appraisals
- 24-Hour Claims Service
- Loss Control Services

SURETY BONDS

- Bid Bonds
- Performance Bonds
- Miscellaneous Bonds
- Financial Analysis
- Financial Presentation to Surety
- Contractor Prequalification Assistance
- Consulting Services
- Banker, Attorney & CPA Referral

This is a summary and not all-inclusive. Please contact us for more information.

YOUR TEAM



Jim Garbina
Sr. Vice President
402.861.7062
Jim.Garbina@fincgroup.com



Mike Williams
Sr. Vice President
402.861.7098
Mike.Williamsr@fincgroup.com



Kim Gidley
Account Executive
402.861.7026
Kim.Gidley@fincgroup.com



Stephanie Brede
Sr. Account Manager
402.861.7188
Stephanie.Brede@fincgroup.com

FNIC Headquarters
14010 FNB Parkway, Suite 300 | Omaha, NE 68154
P.O. Box 45279 | Omaha, NE 68145-0279



BROKER COMPENSATION DISCLOSURE FORM

The following constitutes FNIC's (the "Company") disclosure of direct and indirect compensation the Company will receive or reasonably expects to receive for the period of January 1, 2024 through December 31, 2024 in connection with the below referenced services it provides to you the client, City of Bellevue.

Broker Services

- **Specialized benefits expertise** we provide insurance brokerage services including education, insight and market strategies for employers including knowledge into each carrier and product surrounding the structure of their products, process and fit for business (i.e. fully insured, level funding, or self-insuring). We deliver knowledge and expertise around the insurance carrier networks PPO, HMO, and Narrow Networks including Accountable Care Organizations options for consideration to balance benefits with cost and access. We provide concepts to assist with premium costs (i.e. High Deductible plans, HSA and HRA programs) and renewal strategy.

In addition, during the Plan year, we may provide direct service assistance and/or support for the following areas.

- Selection of insurance carrier products
- Development of plan design and contribution strategy
- Benefit administration (Adds/Terms/Changes)
- Benefits enrollment (Open Enrollment/On-Boarding)
- Compliance services (Marketplace Model Notice, COBRA,
- HR Support Services (HR Portal)
- Employee assistance program
- Recordkeeping services (Claims, ID Cards, Billing)
- Third party administration services Plan design consultation
- Benefit and cost analyses
- Network disruption analysis
- Review and implementation of complete cost containment procedures where applicable
- Meetings with management and benefits personnel as requested and at agreed upon regular intervals
- Provide access to outside actuarial services as needed
- Provide access to ERISA attorney as needed
- Periodic review of market trends to ensure plan compliance
- Custom employee communications for education and open enrollment assistance
- Responses to your general inquiries
- Provide resources for ACA, COBRA, HIPAA, and FMLA questions
- Provide resources for provider questions or issues
- Ensure implementation of policy changes with carrier(s)
- Request renewal with follow-up
- Compile renewal book with plan changes
- Compile plan alternatives with renewals
- Update benefit comparisons



- Review renewal contracts for accuracy
- Act as a resource for difficult claim situations
- Coordinate enrollment of employees and dependents
- Ongoing compliance assistance with state and federal mandates
- Educate benefits personnel on new administrative procedures

First Insurance Group, LLC. dba FNIC does not provide the above-referenced services in the capacity of a plan fiduciary.

The Company reasonably expects to receive direct compensation for the placement of the below lines of coverage in the form of either a per employee per month (“PEPM”) fee or a commission paid by the carrier or vendor. We are paid a commission by the insurer that is part of, not added to, your premiums. The amount of commission earned is according to the standard commission schedule established by each insurer we work with in the amount indicated below:

Coverage Line	Carrier/Vendor	PEPM or Commission
Medical Plan	BC/BS of Nebraska	PEPM: N/A Commission: 2%
Dental Plan	Reliance Standard	PEPM: N/A Commission: Percent of Premium = 12% of the first \$8,000; 7% of the next \$20,000
Vision Plan	Reliance Standard	PEPM: \$_N/A____ Commission: Percent of Premium = 12% of first \$8,000; 7% of next \$20,000

Indirect Compensation

In addition to the above, our firm may also receive additional incentive compensation or bonuses for various reasons from an insurer. Incentive commission amount and type may vary but does not affect the price of your premiums.

Description of Indirect Compensation	Amount of Indirect Compensation	Services for Which Indirect Compensation Will be Received	Payer of Indirect Compensation
Production Bonus	0.62%	Onboarding/renewing	BCBSNE



Other Compensation

The Company may earn additional compensation from any of the above referenced insurers, vendors, or other third parties that cannot be calculated as of the time this disclosure is made to you, or prior to the date the Company's executed, extended, or renewed contract with you is effective. For example, the Company may receive additional compensation contingent upon certain conditions being met, including, but not limited to, profitability, growth, churn/retention, or the volume of services provided. Compensation may be in the form of additional commissions, trips, entertainment, or gifts (collectively, "compensation"). Furthermore, we may receive corporate sponsorships for webinars, training or other programming we provide for you and other clients, or for our own internal trainings. Whether we receive any of the above referenced compensation, or how much that compensation may be, cannot be discerned at this time.

Should you have any questions about any of the above information or require additional information, please don't hesitate to contact your producer, account manager or another member of the agency at 402-861-7000.





TABLE OF CONTENTS

Section 1	Medical
Section 2	Dental
Section 3	Vision
Section 4	Basic Life, AD&D
Section 5	Supplemental Life
Section 6	Long Term Disability

City of Bellevue
Group Health Benefits BASE PLAN
Effective January 1, 2024



Date Prepared: 11/7/2023

 fnic Trusted insurance advisors	 BlueCross BlueShield Nebraska	
AM Best Carrier Rating	A-	
BENEFIT SUMMARY	In-Network	Out-of-Network
Deductible	Network Blue	
Single	\$5,000	\$10,000
Family	\$10,000	\$20,000
Office Visit Copay		
Physician (PCP)	\$30 Copay	Deductible & Coinsurance
Specialist	\$45 Copay	Deductible & Coinsurance
Hospital Visit	Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance	50%	50%
Out-of-Pocket (Includes Ded.)		
Single	\$7,000	\$14,000
Family	\$14,000	\$28,000
Maximum Benefit	Unlimited	
Prescription Drug	PDL 40	
Generic	\$10 Copay	Deductible & 50%
Formulary	\$30 Copay	Deductible & 50%
Non-Formulary	\$50 Copay	Deductible & 50%
Specialty	\$100 Copay	Not Covered
Mail Order	90 Day Supply	
Routine Care		
Adult Physicals	100% Covered	Deductible & Coinsurance
Preventive Care	100% Covered	Deductible & Coinsurance
Short-Term Therapies	Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)	Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational	Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation	Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse	Prior Authorization Required	
Outpatient Office Visit	100% Covered	Deductible & Coinsurance
Outpatient Other Services	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care	\$100 Copay	In -Network Benefit
Urgent Care	\$50 Copay	Deductible & Coinsurance
Maternity	Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee	Effective 1/1/2024 - 12/31/2024	

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary. 9903

City of Bellevue
Group Health Benefits BASE PLAN
 Effective January 1, 2024



Date Prepared: 11/7/2023

 Trusted insurance advisors			
AM Best Carrier Rating		A-	
BENEFIT SUMMARY		In-Network	Out-of-Network
Deductible		Network Blue	
Single		\$250	\$8,000
Family		\$500	\$16,000
Office Visit Copay			
Physician (PCP)		\$30 Copay	Deductible & Coinsurance
Specialist		\$45 Copay	Deductible & Coinsurance
Hospital Visit		Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance		50%	50%
Out-of-Pocket (Includes Ded.)			
Single		\$1,000	\$10,000
Family		\$2,000	\$20,000
Maximum Benefit		Unlimited	
Prescription Drug		PDL 40	
Generic		\$10 Copay	Deductible & 50%
Formulary		\$30 Copay	Deductible & 50%
Non-Formulary		\$50 Copay	Deductible & 50%
Specialty		\$100 Copay	Not Covered
Mail Order		90 Day Supply	
Routine Care			
Adult Physicals		100% Covered	Deductible & Coinsurance
Preventive Care		100% Covered	Deductible & Coinsurance
Short-Term Therapies		Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational		Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse		Prior Authorization Required	
Outpatient Office Visit		100% Covered	Deductible & Coinsurance
Outpatient Other Services		Deductible & Coinsurance	Deductible & Coinsurance
Inpatient		Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care		\$100 Copay	In -Network Benefit
Urgent Care		\$50 Copay	Deductible & Coinsurance
Maternity		Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee		Effective 1/1/2024 - 12/31/2024	
RATE SUMMARY		Count	2024 PSF Employee Plan
			Current
			Renewal ALT OPTION
Employee	102	\$858.20	\$892.82
Employee/Spouse	54	\$1,734.41	\$1,801.83
Employee/Child(ren)	43	\$1,510.30	\$1,574.55
Family	103	\$2,486.45	\$2,590.51
Monthly Premium		\$502,241.79	\$522,894.64
Annual Premium		\$6,026,901.48	\$6,274,735.68
Percentage Change from Current			4.11%

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary. 9903

City of Bellevue
 Group Dental Renewal
 Effective January 1, 2024



Date Prepared: 9/18/2023

			
AM Best Carrier Rating		A++	
BENEFITS		Current Benefits	
Class A - PREVENTIVE & DIAGNOSTIC		Exams, Cleanings, Fluoride, Bitewing X-Rays, Full Mouth X-Rays, Space Maintainers, Sealants	
Class B - BASIC		Periodontal Maintenance, Emergency Palliative Treatment, Periodontal Root Planing & Scaling, Periodontal Surgery, Amalgam & Composite Fillings, Simple Extractions, Root Canal, Surgical Extractions	
Class C - MAJOR & RESTORATIVE		Crowns, Inlays, Outlays, Dentures, Bridges, General Anesthesia, Implants	
Class D - ORTHODONTIA			
DEDUCTIBLE (Calendar Year)		In-Network	Out-of-Network
Individual		\$25	\$50
Family		\$75	\$150
Waived for Preventive (Yes or No)		Yes	Yes
PERCENTAGE		In-Network	Out-of-Network
Class A		100%	80%
Class B		80%	60%
Class C		60%	50%
Class D		50%	50%
MAXIMUMS		In-Network	Out-of-Network
Classes A, B & C combined (annual)		\$1,500	\$1,000
Class D (lifetime maximum)		\$1,500	\$1,500
WAITING PERIODS			
Major/Orthodontia:		None	
Late Entrant:		Yes	
USUAL & CUSTOMARY		In-Network	Out-of-Network
		90th U & C	
Rate Guarantee		Effective 1/1/2024 - 12/31/2024	
RATE SUMMARY		Current	Renewal
Employee	Count 170	\$30.24	\$30.24
Family	185	\$81.04	\$81.04
Total Monthly Premium		\$20,133.20	\$20,133.20
Total Annual Premium		\$241,598.40	\$241,598.40
Percentage Change from Current		0.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

City of Bellevue
 Group Vision Renewal
 Effective January 1, 2024


Date Prepared: 9/18/2023

 fnic Trusted insurance advisors			
AM Best Carrier Rating		A+	
Benefits		In-Network	Out-of-Network
Deductible/Copay		\$25 Copay	N/A
Eye Exam		\$10 Copay	Covered up to \$45
Standard Plastic Lenses			
	Single	Covered After Copay	\$30 Allowance
	Bifocal	Covered After Copay	\$50 Allowance
	Trifocal	Covered After Copay	\$65 Allowance
	Lenticular Lens	Covered After Copay	\$100 Allowance
Frames		\$130 Allowance	\$70 Allowance
Contact Lenses			
	Necessary	Covered in Full	\$210 Allowance
	Elective	\$130 Allowance	\$105 Allowance
Fitting Evaluation		Covered in Full Not to Exceed \$60	Applied to Allowance for Lenses
Frequency			
	Examination	12	
	Frame	12	
	Lenses	24	
Rate Guarantee		Effective 1/1/2024 - 12/31/2024	
RATES		Current	Renewal
Employee	82	\$7.15	\$7.15
Employee + Spouse	50	\$14.32	\$14.32
Employee + Child(ren)	23	\$12.12	\$12.12
Family	54	\$19.98	\$19.98
Monthly Premium		\$2,659.98	\$2,659.98
Annual Premium		\$31,919.76	\$31,919.76
Percentage Change from Current			0.00%

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.



City of Bellevue
Group Life, AD&D Renewal
Effective January 1, 2024

Date Prepared: 9/18/2023

 fnic Trusted insurance advisors	RELIANCE STANDARD	RELIANCE STANDARD
AM Best Carrier Rating	A++	A++
	Current Benefits	Current Benefits
Eligibility/Classes	Class 1 All Full Time Public Safety	Class 2 All Other Full Time EE's
Basic Life/AD&D Amount	Flat \$52,000	1 X Pay Plus \$7,000 to \$100,000
Definition of Earnings	W2	W2
Maximum Benefit	\$52,000	\$100,000
Guarantee Issue	\$52,000	\$100,000
Participation	100%	100%
Reduction Schedule	At Age: Benefits Reduce To: 70 35% 75 55% 80 70%	At Age: Benefits Reduce To: 70 35% 75 55% 80 70%
Premium Waiver	Yes	Yes
Accelerated Benefit	Yes	Yes
Conversion	Included	Included
AD&D Exclusions	<i>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority; any accident related to; travel in an aircraft as a pilot, crew member, flight student or acting in any capacity other than passenger / travel in aircraft for purpose of parachuting or otherwise exiting such aircraft while in flight / parachuting or otherwise exiting from an aircraft which such aircraft is in flight except for self preservation / travel in aircraft for experimental purposes; committing or attempting to commit a felony; Voluntary intake of use by any means of any drug, medication or sedative, unless it is; taken or prescribed by a Physician or an "over the counter" / alcohol in combinations with any drug, medication, or sedative / poison, gas, or fumes; war, whether declared or undeclared, or act of war, insurrection, rebellion, riot; driving vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated</i>	
Waive Actively At Work	Applies	Applies
RATE GUARANTEE	Effective 1/1/2024 - 12/31/2024	
Rate Summary	Current	Renewal
Basic Life		
Volume	\$20,619,000	\$20,619,000
Lives	349	349
Life Rate per \$1,000	\$0.123	\$0.123
AD&D Rate per \$1,000	\$0.034	\$0.034
Combined Rate per \$1,000	\$0.157	\$0.157
Monthly Premium	\$3,237.18	\$3,237.18
Annual Premium	\$38,846.20	\$38,846.20
Percentage Change from Current		0.00%

City of Bellevue
 Group Supplemental Life Renewal
 Effective January 1, 2024

Date Prepared: 9/18/2023



 Trusted insurance advisors			
AM Best Carrier Rating		A++	
BENEFITS		Current Benefits	
Life Amounts			
Employee		5X Salary	
Maximum		\$500,000	
Minimum		\$10,000	
Spouse			
Maximum		\$75,000	
Minimum		\$5,000	
Child			
Birth to 14 days		\$0	
Age 14 days to 6 mos		\$1,000	
6 months or older		\$10,000	
Premium Waiver		Yes	
Guaranteed Issue			
Employee		\$125,000	
Spouse		\$30,000	
Children		\$10,000	
Conversion		Yes	
Portability		Yes	
AD&D Exclusions		Suicide or Attempted Suicide; Intentionally Self-inflicted injury; service in the armed forces; Committing or attempting to commit a felony	
Participation		50.3%	
Eligibility		Full Time Employees	
Rate Guarantee		Effective 1/1/2024 - 12/31/2024	
Life Rate per \$1,000			
	Age	Current	Renewal
	Less than 30	\$0.070	\$0.070
	30-34	\$0.080	\$0.080
	35-39	\$0.100	\$0.100
	40-44	\$0.135	\$0.135
	45-49	\$0.185	\$0.185
	50-54	\$0.265	\$0.265
	55-59	\$0.465	\$0.465
	60-64	\$0.695	\$0.695
	65-69	\$1.305	\$1.305
	70-74	\$2.095	\$2.095
	75-99	\$2.095	\$2.095
Child Rate per \$10,000		\$0.800	\$0.800
Supplemental Life		Current	Renewal
Employee		178	178
Dependent Life - Spouse		71	71
Dependent Life - Child		82	82
Monthly Premium		\$4,256.38	\$4,256.38
Annual Premium		\$51,076.56	\$51,076.56
Percentage Change from Current		0.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available. Actual policy provisions and final premiums may vary.

City of Bellevue

Date Prepared: 9/18/2023

Group Long Term Disability Renewal Effective January 1, 2024

		
AM Best Carrier Rating	A++	
BENEFITS	Current Benefits	
Definition of Disability	Own Occupation 24 Months	
Definition of Earnings	W2	
Eligibility	Class 1 All Other Full Time EE's	
	Class 2 All Full Time Police & Fire EE's	
Partial/Residual Benefit	Yes	
Percentage	60%	
Maximum	\$10,000	
Minimum	\$50	
Elimination	180 Days	
Duration	Normal Retirement Age	
Social Security Offset	Family Social Security	
Pension Offset	No	
Cost of Living Freeze	Yes	
Pre-existing Condition Limitation	3 \ 12	
Mandatory Rehabilitation	Work Incentive	
Exclusions	<i>War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act; Active participation in a riot; Intentionally Self-inflicted injury; Attempted suicide; or Commission of or attempt to commit a felony</i>	
Mental/Nervous	24 Months	
Alcohol/Drug	24 Months	
Self Reported Symptom Limitation	No Limitation	
Survivor Benefit	Yes	
Premium Waiver	Yes	
Work Incentive	Yes	
Participation	100%	
Contributions	Employer Paid	
RATE GUARANTEE	Effective 1/1/2024 - 12/31/2024	
Rate Summary	<u>Current</u>	<u>Renewal</u>
No. of Participants	349	349
Covered Monthly Earnings	\$2,059,721.00	\$2,059,721.00
Rate per \$100	\$0.265	\$0.265
Monthly Premium	\$5,458.26	\$5,458.26
Annual Premium	\$65,499.13	\$65,499.13
Percentage Change from Current	0.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE 12/5/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for Elevate Lofts, LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of \$4,028,917. On June 21, 2022 the city approved the Redevelopment Plan, by Resolution #2022-15, for Redevelopment Project located on Lot 1, College Apartments Addition. The Redevelopment Plan contemplates the rehabilitation of Lot 1, College Apartments Addition, proposing the construction of a 164-unit apartment Community. This amended agreement proposes the construction of a 168-unit apartments.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of October 18, 2022 and recind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property .

ATTACHMENTS:

1. <input type="text" value="Redevelopment Agreement (Amended)"/>	2. <input type="text" value="Redevelopment Promissory Note"/>	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: _____

[Handwritten signatures]

AMENDED REDEVELOPMENT AGREEMENT

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

RECITALS:

WHEREAS, on June 21, 2022, by Resolution No. 2022-15, the City Council of the City of Bellevue approved the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska (the “Redevelopment Plan”), which Redevelopment Plan proposes the construction of a 168-unit apartment community, consisting of unique “lofted” style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit “A”, which is attached hereto and made a part hereof (the “Site Plan”); and,

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

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

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

SECTION 1. DEFINITIONS

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

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

- 1.3 “Community Redevelopment Law” shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2023.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Elevate Lofts, LLC.
- 1.8 “Redevelopment Project” shall mean the Multi-Family Housing project at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska, proposing the construction of a 168-unit apartment community, consisting of unique “lofted” style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.9 “Redevelopment Plan” shall mean the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15.
- 1.10 “Redevelopment Site” shall mean the real property legally described on Exhibit “C”, attached hereto and incorporated herein, and all adjacent public rights-of-way.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

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

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

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

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before January 1, 2027.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$4,028,917.00, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 4.50% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) **plus \$20,000,000 (excess valuation)** or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed**

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

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

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

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

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

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

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

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

SECTION 4. PROVISIONS OF THE AGREEMENT

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

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

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

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

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

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

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

SECTION 5. AUTHORIZED REPRESENTATIVE

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

- (1) City of Bellevue:
City Clerk
1510 Wall Street
Bellevue, NE 68005

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

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

Executed this ____ day of _____, 20__.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this ____ day of _____, 20__.

OWNER:

Elevate Lofts , LLC, a Nebraska
limited liability company,

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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

Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

EXHIBIT “B”

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

REDEVELOPMENT PROMISSORY NOTE

\$4,028,917.00 _____, 202_

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Elevate Lofts, LLC, whose address is 1910 South 44th St Suite 101, Omaha, NE 68105, and/or its assigns (“Holder”), the principal sum of Four Million Twenty-Eight Thousand Nine Hundred Seventeen and No/100th (\$4,028,917.00) Dollars, together with interest thereon at the rate of Four and 50/100ths percent (4.50%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 2022, by and between the Borrower and Holder (as revised, the “Redevelopment Agreement”) are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

**EXHIBIT “C”
REDEVELOPMENT SITE**

Lot 1, College Apartments Addition, an addition in the City of Bellevue, Sarpy County, Nebraska, together with the adjacent public right-of-way of Lawre Circle.

Parcel Number: 011180900

**EXHIBIT “D”
TIF ELIGIBLE EXPENSES**

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238.

SYNOPSIS/BACKGROUND:

The original Subdivision Agreement for SID 238 required Outlot B, Ashford Hollow North Replat Two, to be controlled by an HOA. Since that time, there have been zoning violations and other enforcement issues which have occurred on that property and are difficult for the HOA to enforce. It has been mutually agreed upon by the HOA, the SID and their legal counsel, and city staff that it would be best for the property to be controlled by the SID and ultimately by the city upon annexation. This amendment transfers control of the outlot from the HOA to SID 238 for that purpose.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238.

ATTACHMENTS:

1. <input type="text" value="Addendum to the Sub 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:



Outlot B, Ashford Hollow North Replat Two



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



Map Scale 1: 3185

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



ADDENDUM TO
AMENDED AND RESTATED SUBDIVISION AGREEMENT
ASHFORD HOLLOW NORTH REPLAT TWO

THIS ADDENDUM is made this ____ day of _____, 2023 by and among SANITARY AND IMPROVEMENT DISTRICT NO. 238 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision (“District”), THE CITY OF BELLEVUE, a municipal corporation of the first class (“City”) and ASHFORD HOLLOW NORTH HOMEOWNERS ASSOCIATION, a Nebraska nonprofit organization (“HOA”) to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two dated July 13, 2015 (“Subdivision Agreement”).

WITNESSETH:

WHEREAS, HOA is the owner of the real property known as Outlot B, Ashford Hollow North Replat Two, as surveyed, platted and recorded in Sarpy County, Nebraska (“Outlot B”); and

WHEREAS, City has requested that District take over the maintenance responsibilities for Outlot B; and

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

1. Contemporaneously with the full execution of this Addendum, HOA shall execute a deed in the form of Exhibit A attached hereto conveying Outlot B to District (the “Transfer Date”).
2. From and after the Transfer Date, District shall be responsible for owning and maintaining Outlot B.
3. Except as specifically provided in this Addendum, the terms and conditions of the Subdivision Agreement shall remain unmodified and in full force and effect.
4. This Addendum may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. A party’s signature on this Addendum transmitted by electronic transmission (for example, through use of DocuSign) shall be valid and effective to bind the party so signing.

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

ATTEST:

CITY OF BELLEVUE

City Clerk

By:

Mayor

Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT
DISTRICT NO. 238 OF SARPY COUNTY,
NEBRASKA

Clerk

By: _____

Chairman

Date

ASHFORD HOLLOW NORTH HOMEOWNERS
ASSOCIATION, LLC, a Nebraska nonprofit
corporation

By: _____

Darrell Kodad, President

01116264.DOCX

EXHIBIT A

SPECIAL WARRANTY DEED

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, ASHFORD HOLLOW NORTH HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, ("Grantor"), conveys to SANITARY AND IMPROVEMENT DISTRICT NO. 238 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("Grantee"), all of its interest in the following described real estate (as defined by Neb. Rev. Stat. § 76-201):

Outlot B, Ashford Hollow North Replat Two, a subdivision, as surveyed, platted and recorded in Sarpy County Nebraska,

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from liens and encumbrances, except covenants, easements, reservations, and restrictions of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under GRANTOR.

Executed this ____ day of _____, 20____.

ASHFORD HOLLOW NORTH HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation,
Grantor

By: _____
Darrell Kodad, President

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by Darrell Kodad, President of Ashford Hollow North Homeowners Association, a Nebraska non-profit corporation, on behalf of said corporation.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
12/5/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Legal Department/Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to authorize the City Attorney to initiate eminent domain proceedings on certain land located in Lot 5, Helwig's Acres located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way as outlined herein.

SYNOPSIS/BACKGROUND:

The City has been in negotiations via its buying agent, Midwest Right of Way Services, with the owner(s) of Lot 5, Helwig's Acres (13903 S. 36th Street, Bellevue, NE 68123) to obtain a temporary easement and complete a land acquisition to be used as public right-of-way, needed for the 36th Street project. Negotiations have failed. The next step is to initiate eminent domain proceedings. Two small pieces of land need to be acquired: one of which will be used for a temporary easement and one of which would be acquired by the City for purposes of the new public right-of-way. The fair market value for the Temporary Easement on this property has been appraised at \$600.00 and the land acquisition for public right-of-way at \$5,440.00, with additional value for existing landscaping valued at \$2,820.00, totaling an estimated fiscal impact of \$8,860.00; however, this amount may change with the costs associated with the court action and/or any judgment the court may enter at a different amount.

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:

Authorize City Attorney to proceed with eminent domain proceedings for certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska.

ATTACHMENTS:

- | | | |
|---|---|---|
| 1. <input type="text" value="Picture of Property"/> | 2. <input type="text" value="Legal Descriptions of each proposed tract"/> | 3. <input type="text" value="Diagram of Project Area"/> |
| 4. <input type="text" value="Diagram of Property"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

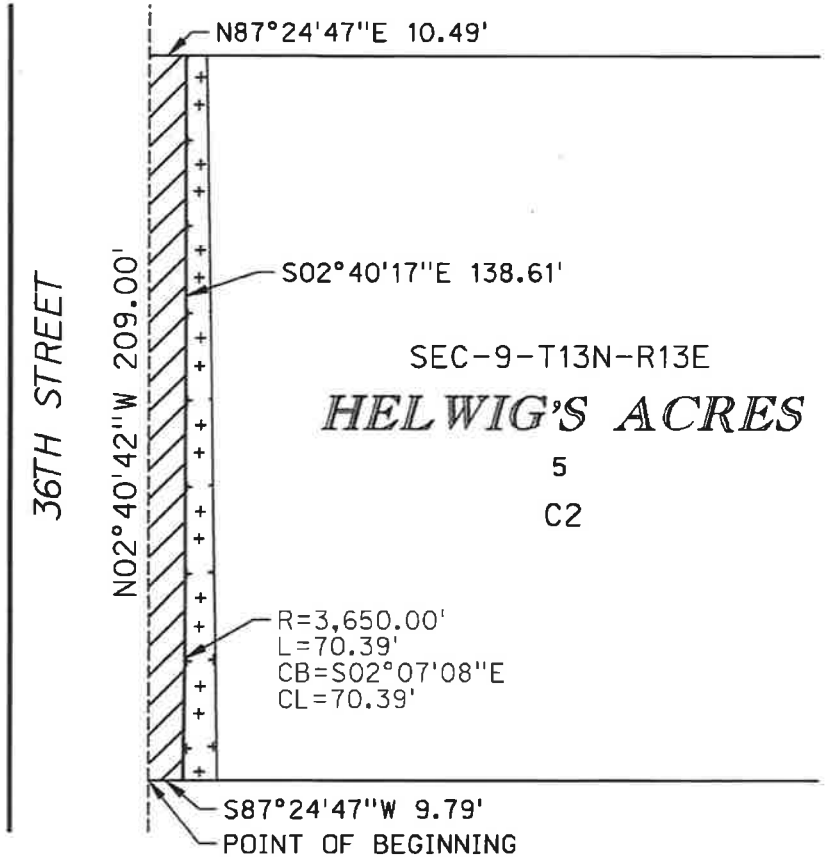
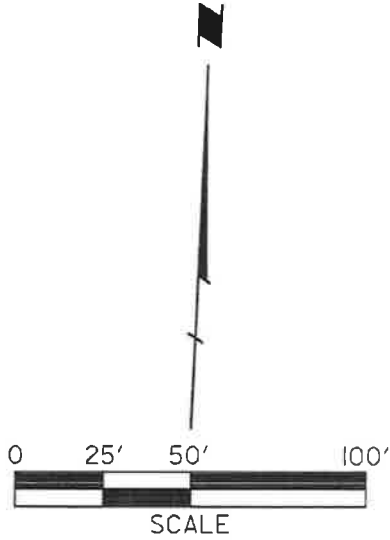
FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink]

Tract C2 – Munoz





LEGAL DESCRIPTION

A LAND ACQUISITION LOCATED IN LOT 5, HELWIG'S ACRES AS PLATTED TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

BEGINNING AT A POINT 7.00 FEET EAST OF THE ORIGINAL PLATTED SOUTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 36TH STREET; THENCE ON THE EAST RIGHT OF WAY LINE OF SAID 36TH STREET ON AN ASSUMED BEARING OF N02°40'42"W, 209.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ON THE NORTH LINE OF SAID LOT 5 N87°24'47"E, 10.49 FEET; THENCE S02°40'17"E, 138.61 FEET TO A POINT OF CURVATURE; THENCE ON A 3,650.00 FOOT RADIUS CURVE TO THE RIGHT, 70.39 FEET, SAID CURVE HAS A CHORD BEARING OF S02°07'08"E, 70.39 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE ON THE SOUTH LINE OF SAID LOT 5 S87°24'47"W, 9.79 FEET TO THE POINT OF BEGINNING.

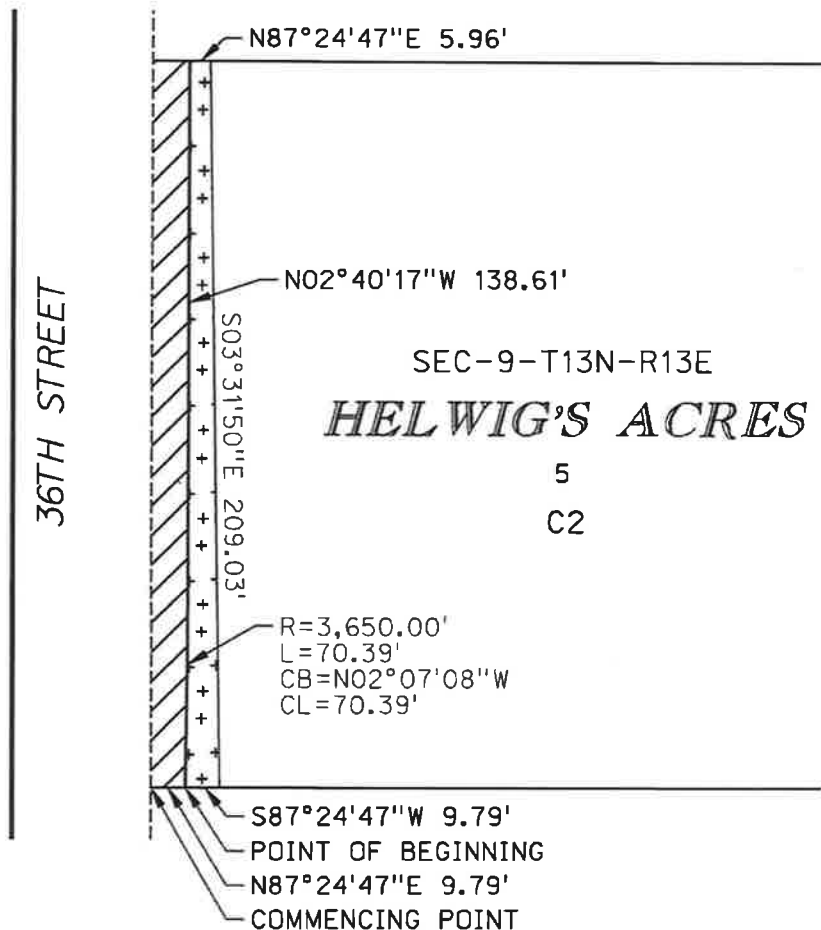
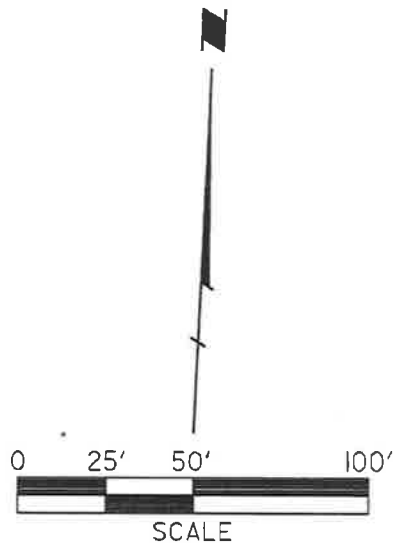
SAID LAND ACQUISITION CONTAINS A CALCULATED AREA OF 2,174 SQUARE FEET OR 0.050 ACRES MORE OR LESS.



LAND ACQUISITION:

olsson

PROJECT NO. MAPA-3773(1)	EXHIBIT
PREPARE DATE: 7/28/2020	C2-1
C.N. 22288 DRAWN BY: MDL	

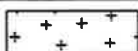


LEGAL DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN LOT 5, HELWIG'S ACRES AS PLATTED TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

COMMENCING AT A POINT 7.00 FEET EAST OF THE ORIGINAL PLATTED SOUTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 36TH STREET; THENCE ON THE SOUTH LINE OF SAID LOT 5 ON AN ASSUMED BEARING OF N87°24'47"E, 9.79 FEET TO A POINT OF CURVATURE ALSO BEING THE POINT OF BEGINNING; THENCE ON A 3,650.00 FOOT RADIUS CURVE TO THE LEFT, 70.39 FEET, SAID CURVE HAS A CHORD BEARING OF N02°07'08"W, 70.39 FEET; THENCE N02°40'17"W, 138.61 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ON THE NORTH LINE OF SAID LOT 5 N87°24'47"E, 5.96 FEET; THENCE S03°31'50"E, 209.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE ON THE SOUTH LINE OF SAID LOT 5 S87°24'47"W, 9.79 FEET TO THE POINT OF BEGINNING.

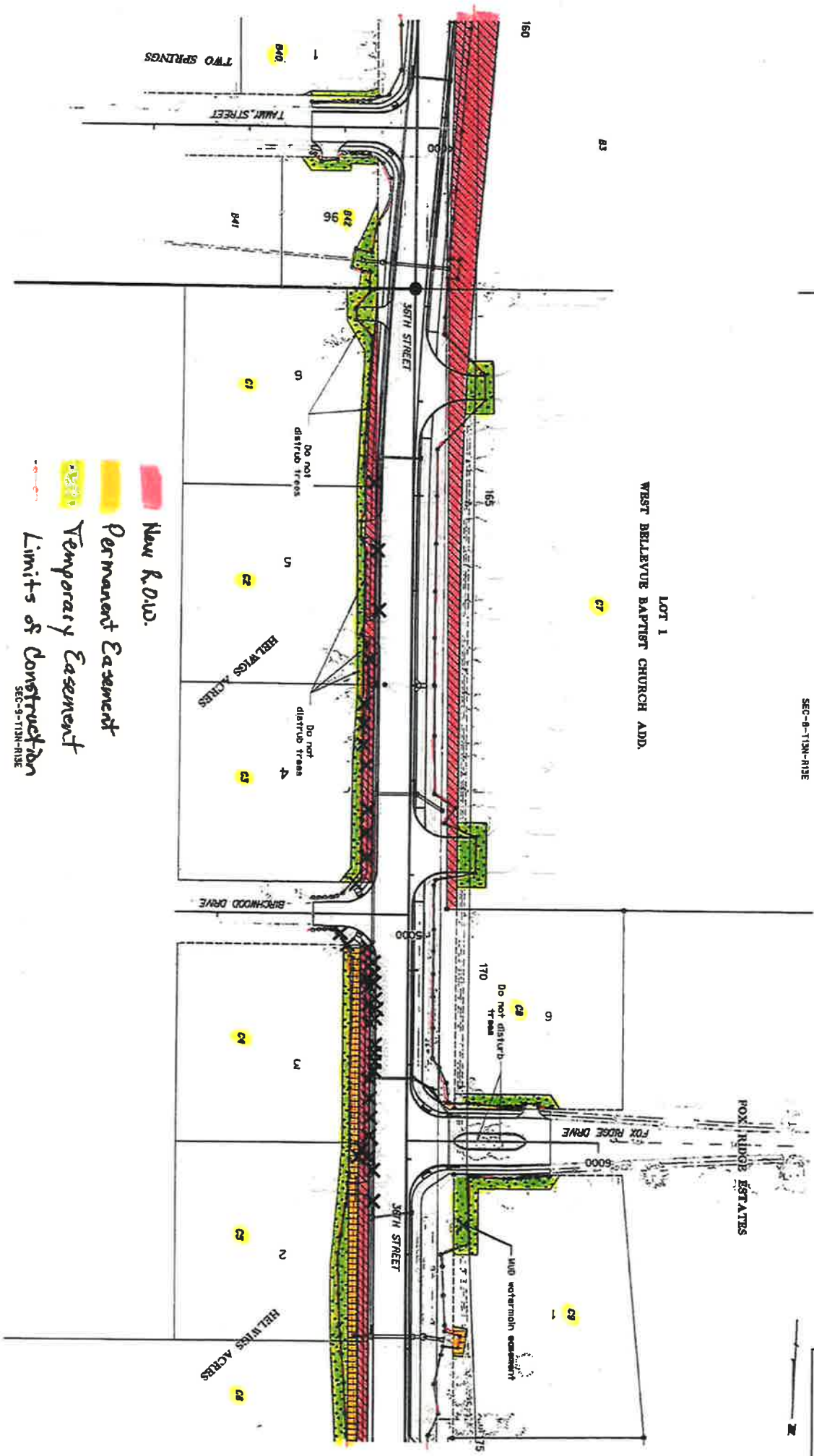
SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1,590 SQUARE FEET OR 0.037 ACRES MORE OR LESS.



TEMPORARY EASEMENT:

olsson

PROJECT NO. MAPA-3773(1)	EXHIBIT
PREPARE DATE: 10/06/2020	C2-2
C.N. 22288	DRAWN BY: MDL



New R.O.D.
 Permanent Easement
 Temporary Easement
 Limits of Construction
 SEC-9-T13N-R13E

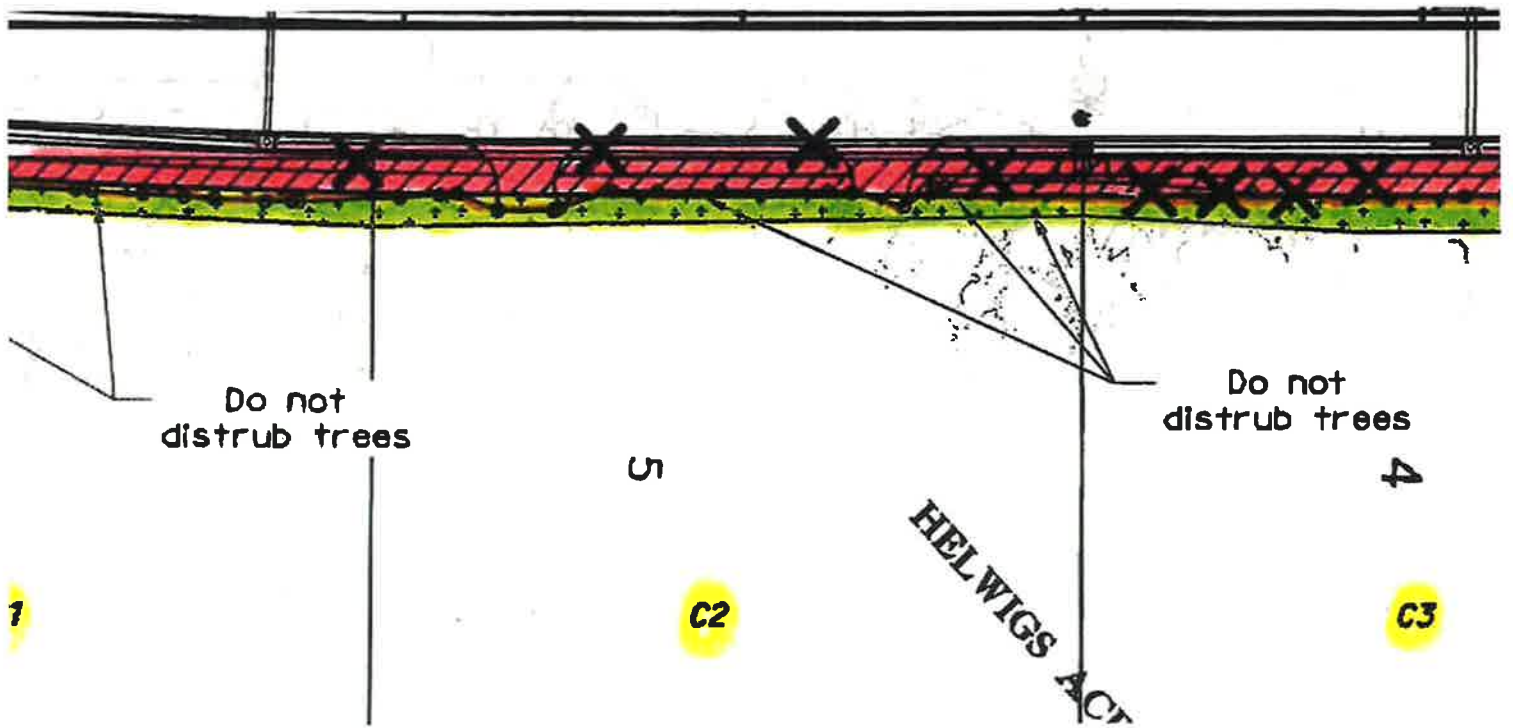
SEC-9-T13N-R13E

PRELIMINARY PLAN
 NOT FINAL - SUBJECT TO CHANGE

PROJECT NO.	1008-0620
DATE	10/7/2020
DESIGNER	OLSSON
CITY OF KILLBUCK	
PROJECT NO.	222460
DATE	10/7/2020
DESIGNER	OLSSON

Olsson
 1008-0620
 10/7/2020

ROW DESIGN



Do not disturb trees

Do not disturb trees

C1

4

1

C2

3

HELWIGS ACT

- New R.O.W.
- Permanent Easement
- Temporary Easement
- Limits of Construction

SEC-9-T13N-R13E

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/5/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Dave Goedeken-PW/ Jim Shada-Parks	
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:

New Playground Equipment & Shelter for Everett Park and Swanson Park

SYNOPSIS/BACKGROUND:

Proposals from Creative Sites, LLC, American Playground, Outdoor Recreation and Cunningham Recreation were received by the City. The proposals were reviewed and our recommendation we selected Creative Sites, LLC for all 3 projects. After evaluating the four (4) options for the playground that Creative Sites offers a quality design and layout, included more pieces of playground and user capacity is higher then the others. Shelters are of good quality as well.

FISCAL IMPACT: \$227,885.90 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Creative Sites, LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: New Playground Equipment & Shelter for Everett Park & Swanson Park

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: New Playground Equipment & Shelter for Everett Park & Swanson Park

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

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPPK24(02)

ACCOUNTING DISTRUBUTION CODE: CIPPK24(02) ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Creative Sites, LLC not the exceed \$207,169.00 plus potential City initiated Change Orders of 10% (\$20,716.90) for the New Playground Equipment & Shelter for Everett Park and Shelter for Swanson Park bringing the total to \$227,885.90.

ATTACHMENTS:

1. Contract 2. Bid Proposals 3.

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 5th day of December 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 Creative Sites, LLC ("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 New Playground Equipment & Shelter (Everett Park), Shelter (Swanson Park) ("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 by September 20, 2024 in accordance with the the Specifications, 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 **Two hundred twenty-seven thousand eight hundred and eighty-five dollars and 90/100 (\$227,885.90)** ("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 Director
Attn: Dave Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

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

If to Contractor:

Creative Sites, LLC
11506 Pierce Street
Omaha, NE 68144

(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 his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

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

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

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

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

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

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

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
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: _____



We Influence The World!

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

TO: David Goedeken
Public Works Director
FROM: Jim Shada *J Shada*
SUBJECT: New Playground and Shelters
DATE: November 16, 2023

We sent out Design Bid Proposals for a new playground at Everett Park, and a new shelter at Everett Park. We, as well, sent out a bid proposal for a new shelter to replace the existing shelter at Swanson Park. We received four (4) proposals back for Everett Park Playground and shelter and three (3) proposals for the shelter at Swanson Park. After meeting with John Krager and the Parks Department staff to review the proposals, it is our recommendation we select Creative Sites for all three projects. We believe in evaluating the four (4) options for the playground that Creative Sites offers a quality design and layout, included more pieces of playground and user capacity is higher than the others.

As far as the shelters are concerned, all proposals are similar in design and cost. We are recommending Creative Sites because they can provide us with quality shelters as we have seen at Stonecroft and Faulkland Parks. By grouping the three (3) projects together, we believe we will get more bang for the buck.

Design Build Bids-Everett Park Playground

- | | |
|--------------------------|-------------|
| 1. Creative Sites | \$80,000.00 |
| 2. American Playground | \$78,415.00 |
| 3. Outdoor Recreation | \$79,948.25 |
| 4. Cunningham Recreation | \$79,998.46 |

Everett Park Shelter

- | | |
|--------------------------------|-------------|
| 1. Creative Sites | \$56,206.00 |
| 2. Outdoor Rec Products | \$52,936.10 |
| 3. American Playground | \$68,575.00 |
| 4. Outdoor Recreation Products | \$76,855.05 |

Swanson Park Shelter

- | | |
|--------------------------------|-------------|
| 1. Creative Sites | \$70,963.00 |
| 2. American Playground | \$68,575.00 |
| 3. Outdoor Recreation Products | \$76,855.05 |

Thank you for your consideration.

Jim Shada

David Goedeken
11/16/23



Creative Sites, LLC

11506 Pierce St | Omaha, NE 68144 | 402-614-4606



Model: Steelworx Gable Shelter, 20' x 40'
Model # GA-2040-SW

Manufacturing Mission: To provide all prefabricated components and installation instructions for a 20' wide (measured from eave to eave) by 40' long free standing bolt together, tubular steel constructed shelter kit.

Design Criteria: Structure is typically designed for a 25 lb live load and a 100 mph wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All welding performed to latest AWS standards by ASTM Certified welders and provided in accordance to same.

Tubular Steel Columns and Beams: Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plate. Main support beams are 7" x 5" x 3/16" and purlins are 6" x 4" x 1/8". All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting. Steel sizes are preliminary and may change upon final engineering based on actual site conditions and load requirements.

Roofing: 24 Ga. pre-cut steel panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 8'-0". Also available with 6/12 or 8/12 pitch roof. Attached to structural framing with engineered strength self tapping screws.

Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing. Optional base plate covers are available at an additional cost.

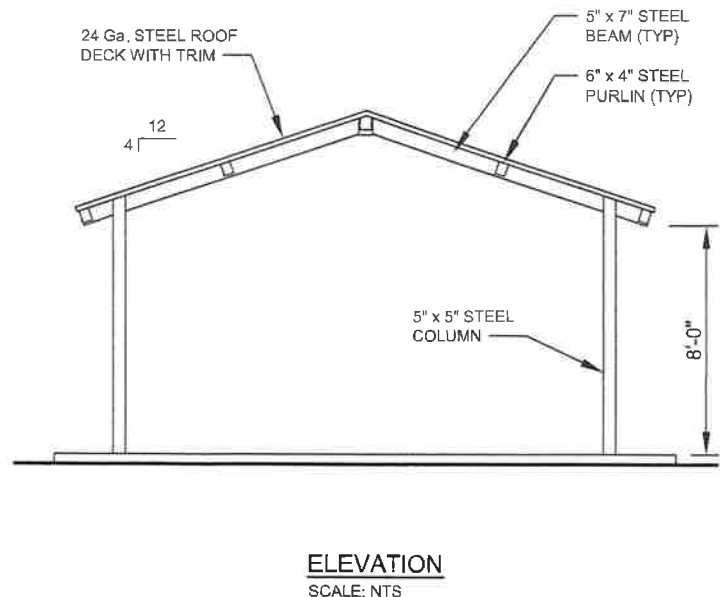
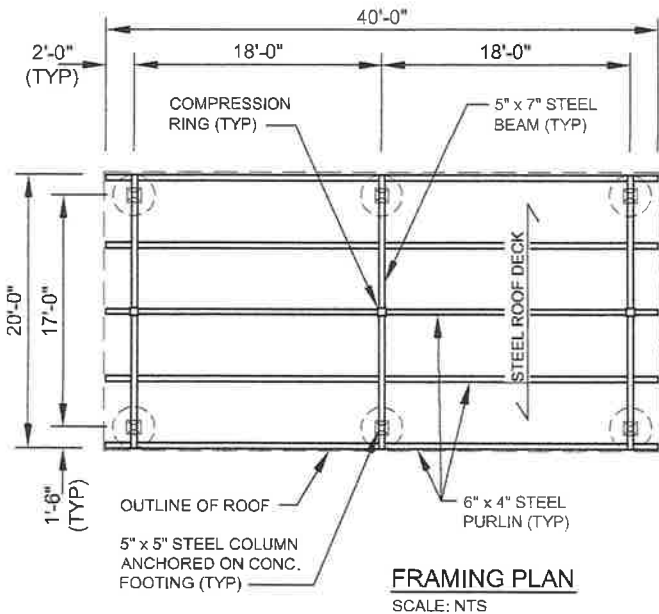
Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.

Additional Options:

- Flexibility of Design
 - Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Site Furnishings and Accs.
- Provision for Electrical
- Column Style Variations
- Lexan Wind Screens
- Tongue & Groove Roof Decking
- Asphalt Shingles, Standing Seam, Cedar Shake or Clay Tile Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting



11800 East 9 Mile Road
 Warren, MI 48089
 Office: (586) 486-1088
 Fax: (586) 754-9130
 Toll Free: (800) 657-6118
 Email: info@coverworx.net
 www.CoverWorx.net

Steelworx Gable Shelter - 20' x 40'

Model: GA-2040-SW

DESIGN SPECIFICATIONS

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/5/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Amendment No. 1 to JEO Consulting Group Inc. agreement.

SYNOPSIS/BACKGROUND:

Agreement with JEO Consulting Group Inc. for consulting services for FY 2023/2024 assistance with post construction stormwater mangement plans. Review of documents associated with PCSMP, meetings, additional services as needed was approved on June 6, 2023. Amendment No. 1 to agreement is for modifications to fee schedule.

FISCAL IMPACT:: \$27,000.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO Consulting Group Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Assistance with PCSMP

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: 6033 ACCOUNT NUMBER: 10-10-6033 LG

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment with JEO Consulting Group Inc. for engineering consulting services.

ATTACHMENTS:

- Amendment No. 1
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: December 6, 2023.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **June 6, 2023**
Owner: **City of Bellevue**
Engineer: **JEO Consulting Group, Inc.**
Project: **Bellevue FY23/24 Assistance with PCSMP Reviews in Permix (JEO # R230825)**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Reference Attachment 1 to Amendment 1 – Amendments to Scope of Services

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u> 39,000</u>
Net change for prior amendments:	\$ <u> N/A</u>
This amendment amount:	\$ <u> 27,000</u>
Adjusted Agreement amount:	\$ <u> 66,000</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

By: _____
Print name: _____
Title: _____
Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By: Ryan Joe
Print name: Ryan Joe
Title: Senior Environmental Scientist
Date Signed: 11/21/2023

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Attachment 1 – Modifications to Fee Schedule

Reference:

Professional Services/Consultant Agreement effective June 6, 2023 for JEO Project R230825: Bellevue FY23/24 Assistance with PCSMP Reviews in Permex

Project Description:

Assist the City of Bellevue Public Works Department with review of Post Construction Stormwater Permit (PCSMP) applications submitted for development within the city. The City will be responsible for review and approval of all applications in Permex, unless delegated to JEO. All reviews would be completed in the Permex System. Additionally, the following services can be provided on an as needed basis:

- assistance with grading permit reviews.
- Review of documents during the platting process (preliminary or final) on PCSMP related studies or plans.

Modified Fee proposal:

During the work on this project, the review time associated with the clearance of backlogged applications exceeded the original estimate due to the volume of work and coordination required with developers. JEO is requesting additional fee to complete the work. In addition, assistance has been requested on documents associated with projects in the platting process (additional services task #2). An estimated fee for this assistance has been provided as part of this amendment based on estimated workload for the balance of the contract.

The estimated total fee for this scope of work is:	Original Fee	Additional Fee	New Total
Clearance of Backlogged Applications	\$20,000.00	\$12,000.00	\$32,000.00
Permit Reviews for FY 23/24	\$14,500.00	\$ 0.00	\$14,500.00
Subdivision Plat Reviews	\$ 0.00	\$15,000.00	\$15,000.00
Meetings	\$ 4,500.00	\$ 0.00	\$ 4,500.00
TOTAL	\$39,000.00	\$27,000.00	\$66,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
12/5/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: David Goedeken	
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:

Alfred Benesch & Company amendment no. one to agreement

SYNOPSIS/BACKGROUND:

Amendment number one to the agreement that was approved on August 16, 2022 for the Mission Ave-Washington to Hancock Streetscaping & Reconstruction consulting agreement. BPW# 220813. This amendment will be for the preparation of final design plans.

FISCAL IMPACT: \$619,411.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Alfred Benesch & Company INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Mission Ave Streetscaping & Reconstruction

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Mission Ave Streetscaping & Reconstruction BPW#220813

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

CIP PROJECT NAME: CIP PROJECT NAME: CIPST24(04)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010 LG

RECOMMENDATION:

Request approval for the amendment no. 1 to the agreement with Alfred Benesch & Company not to exceed \$619,411.00.

ATTACHMENTS:

1. Exhibit A 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



EXHIBIT A

WORK AUTHORIZATION NO. 01

PROJECT NO. 00120794.00 DATE November 9, 2023
 PROJECT NAME Mission Ave - Washington to Hancock Streetscaping & Reconstruction
 CLIENT City of Bellevue
 CLIENT PM Matt Knight, PE CONSULTANT PM Jeff Sockel, PE
 PHONE NO. 402-293-3030 PHONE NO. 402-333-5792

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 01, with the Agreement dated August 16, 2022, between City of Bellevue, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

<<See Attached>>

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$619,411.00
- Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffrey A Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeff Sockel, PE

TITLE: _____

TITLE: Sr Vice President

DATE: _____, 20_____

DATE: November 9, 2023

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

Bellevue Streetscaping & Reconstruction
Mission Ave – Washington to Hancock
Scope of Services
Amendment No. 1

Project Description

The scope of the project consists of streetscaping/reconstructing the roadway and sewer system on Mission Avenue from Hancock Street to Washington Street in the City of Bellevue (City). The maximum roadway limits of the project to allow for transitions will include Mission Avenue from the eastern edge of Wayne Street to the western edge of Main Street, half a block north and south of Mission Avenue for Washington Street, Jefferson Street & Hancock Street, and one block north and half a block south of Mission Avenue for Franklin Street. The maximum sewer limits of the project will include Mission Avenue from Wayne Street to Warren Street. Benesch (Consultant) will redesign the existing three-lane roadway with parallel on-street parking on either side into the desired two-lane section with diagonal parking and streetscaping improvements. The existing sanitary system will be replaced from Wayne Street to Warren Street and the storm sewer system will be upgraded from Washington Street to Main Street, including replacement of existing storm sewers and addition of new storm sewers.

This supplement will include effort for utility coordination, public engagement, final design, environmental permitting, and bid package development and support.

Understanding and Assumptions

Consultant will provide design services in accordance with:

- City of Omaha Design standards, including City of Omaha Wastewater Collection Systems Design Manual
- Nebraska Minimum Design Standards
- Design Software Platform: AutoCAD

Any deviations from the above must be approved by the City prior to preparation of plans. Other design manuals include the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices

Other understandings and assumptions:

- Topographic Survey by E&A Consulting Group provided by the City is accurate and contains sufficient detail to provide this scope of work.
- Construction Phase services including design support, construction inspection, project administration and management, materials testing, and any construction staking will be added by supplemental agreement.

Schedule

- Project Conceptual Development Complete 05/31/23
- NTP Final Design on or before 11/27/23
- Concept Plan-in-Hand Meeting* on or before 11/22/23
- Utility Meeting* on or before 12/01/23
- Preliminary Design Public Involvement Meeting* 12/14/23
- 60%/Final LOCs Review Submittal on or before 01/08/24
- Utility Meeting* on or before 01/17/24
- 60%/Final LOCs Review Comments Due on or before 01/17/24
- ROW Negotiations Begin on or before 01/17/24
- 100% Review Submittal on or before 02/02/24
- 100% Review Comments Due on or before 02/19/24
- Bid Package Submittal on or before 03/01/24
- Advertisement for Bid 03/11/24
- Letting..... 04/03/24
- Pre-construction Public Involvement Meeting..... 05/16/24
- Construction Start 06/03/24

* Estimated date – may be adjusted if mutually agreeable

Task 0) Project Management

A. Project Coordination and Controls

The Consultant will manage the coordination of the project team including regular team meetings (up to 10 meetings, 1 hour for meeting, prep and follow-up), coordination with City staff, coordination with key stakeholders, monitoring of project budgets and preparation of progress reports and invoices in accordance with City requirements. The project schedule will be prepared and updated as requested by the City.

B. Quality Assurance / Quality Control

The Consultant will update the Project Quality Management Plan (PQMP) to document the quality control processes to be implemented by the project team throughout the design process.

C. Meetings

The Consultant will attend the following meetings, as requested by the City Project Manager and for the benefit of the project. Consultant will prepare action item minutes from the meetings as appropriate.

- Owner Meetings (4 progress meetings)
- Plan-In-Hand Meeting (1)
- City Planning/City Administration/Other Internal Stakeholder Meetings (2)
- Utility Coordination Meetings (up to 6 total)

Task 5) Final Design & Bid Document Preparation**A. Survey**

The Consultant will collect additional topographic survey on Mission Avenue from Main Street to Warren Street and transitions approximately 50 feet north and south of Mission Ave on Main Street.

B. 60% Roadway Design

The Consultant will prepare project base files, model the roadway surface and prepare 60% submittal plan sheets in accordance with the City of Omaha CADD standards for the construction of the improvements along Mission Avenue between Washington Street and Warren Street. The base and optional improvements outlined in the conceptual design phase will be included in this subsequent phase of design.

Consultant will obtain and review all available information on the gravity sewer line and lift station. The available information is assumed to include CCTV of gravity sewer lines, manhole inspections, a design report for the E 22nd St lift station, and construction drawings and specifications for the E 22nd St lift station. Based on review of this information, the existing gravity sewer line and lift station will be evaluated to determine the existing capacity. It is understood that additional multifamily residential density in the Mission Avenue project corridor is desired. The impacts of the proposed additional residential sewer flows on the existing infrastructure will be evaluated. Capacity upgrade alternatives for the sewer line and lift station will be evaluated. Results of the analysis and capacity upgrade will be summarized in a sewer condition and lift station assessment report.

Plan sheets to be included in the 60% submittal include the following:

- Cover Sheet
- General Information Sheets
- Typical Section Sheets
- Aerial Sheets (With environmental impacts as necessary)
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Temporary Traffic Control Sheets
- Removal Sheets (Preliminary)
- Construction Sheets (Preliminary)
- Geometric Sheets (Design criteria values only, include preliminary jointing)
- Roadway Plan and Profile Sheets
- Driveway Plan and Profile Sheets
- Storm Drainage Plan and Profile Sheets
- Sanitary Sewer Plan and Profile Sheets
- Signing/Striping & Interconnect Sheets
- Lighting/Sound System Sheets
- Traffic Signal Sheets (Features only)
- SWPPP Sheets (Preliminary)
- Sediment and Erosion Control Sheets (With contours displayed)
- Detail Sheets (Preliminary)
- Right-of-Way Sheets with Aerial (Tract maps to be included if needed)
- Roadway Cross-Section Sheets

- Streetscape Element Design including coordination/specification of items identified during the conceptual phase such as planters, plant types, pavers, paver rugs, bike racks, benches, landscape lighting, and landscape irrigation.

60% Deliverables:

- 60% Construction Drawings
- Technical Specifications
- Updated Drainage Study
- Preliminary Sanitary Sewer Condition and Lift Station Assessment
- Utility Coordination Plan
- Utility As-Built Information
- OPCC, Class 3
- Updated Permit List
- QRF/Redlines Documentation
- Draft drainage study of existing and proposed systems

Right-of-Way Plans

The Consultant will provide 1:20 scale ROW sheets plotted over an aerial for the City use in negotiations at 60% submittal. The Consultant will provide preliminary right-of-way plans showing existing right-of-way, ownership, and preliminary limits of construction. The consultant will identify any potential right-of-way or easement needs.

Right-of-Way Staking

The Consultant will also provide right-of-way staking following 60% design to be utilized in appraisal efforts. The staking should include existing right-of-way, lot corners and easements, proposed acquisition areas, proposed easements, and other key locations identified by the Engineer.

C. 100% Roadway Design

The Consultant will prepare project base files and 100% submittal plan sheets in accordance with the City of Omaha CADD standards for the construction of the improvements along the project. Comments received from the previous submittal will be incorporated into the 100% submittal.

Plan sheets to be included in the 100% submittal include the following:

- Cover Sheet
- General Information Sheets
- Summary of Quantities Sheets
- Typical Section Sheets
- Aerial Sheets (With environmental impacts as necessary)
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Temporary Traffic Control Sheets
- Removal Sheets
- Construction Sheets
- Geometric and Grades Sheets
- Roadway Plan and Profile Sheets
- Driveway Plan and Profile Sheets

- Storm Drainage Plan and Profile Sheets
- Sanitary Sewer Plan and Profile Sheets
- Signing, Striping and Interconnect Sheets
- Lighting/Sound System Sheets
- Traffic Signal Sheets
- Intersection Plans & Details Sheets
- SWPPP Sheets
- Sediment and Erosion Control Sheets (With contours displayed)
- Detail Sheets
- Right-of-Way Sheets with Aerial
- Roadway Cross-Section Sheets
- Joint Utility Work Sheets
- Streetscape Element Design
 - Pedestrian Pavement Layout Plans
 - Landscape Planting Plans
 - Landscape Drainage Plans
 - Landscape Irrigation Plans
 - Landscape Lighting Plans
 - Streetscape Details – incl. concrete pavers, raised planters, site furniture and landscape lighting
 - Planting & Landscape Irrigation Details

Construction Phasing will include the final detailed design of the preferred phasing plan for the project. The plans will detail the various phases, temporary construction, and completed construction.

The Consultant will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the final phasing plan. This will include necessary signing for detour routes.

100% Deliverables:

- 100% Construction Drawings
- 100% Construction Specifications (Technical Specifications)
- Final Drainage Study
- Sanitary Sewer Condition and Lift Station Assessment
- Utility Coordination Plan
- OPCC, Class 2
- Updated Permit List
- Right-of-Way/Tract Map Sheets
- QRF/Redlines Documentation
- Final SWPPP (With contours shown)
- Final drainage study of existing and proposed systems

D. Cost Estimate

Options of probable construction cost (OPCC) will be completed with the deliverable packages and will conform to AACE International Recommended Practices. The Consultant will prepare Class 3 estimate with 60% submittal, Class 2 estimate with 100% submittal, and Class 1 estimate with final plans and will

include assumptions, contingency, range of expected cost and escalation for the anticipated construction year.

E. Final Design and Bid Support

i. Final Plan Submittal

Following comments to the 100% plan set and ROW negotiations, the Consultant will update and submit the final plan packages to the City for bidding. For the final submittal, final right-of-way plans will show negotiated acquisitions and easements.

ii. Bid Support/Assistance

The Consultant will be responsible for preparing final bid documents and all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The Consultant will prepare a draft bid advertisement for City use and the City will be responsible for advertising the project for bids. The Consultant will prepare bid documents and addendum to be posted to A & D Technical Supply Planroom in pdf format.

The Consultant will answer design-related questions (RFI's) received during the bidding process to the A & D Technical Supply Planroom. The Consultant will prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised. All information will be posted by the Consultant to the A & D Technical Supply Planroom.

Final PS&E Deliverables:

- Final Construction Drawings
- Final Construction Specifications
- Utility Coordination Plan
- Utility Relocation Plans and Status
- OPCC, Class 1
- Updated Permit List
- Permit Documents (City Grading Permit, NPDES General Permit, PCSMP permit, USACE Permits, if applicable)
- QRF/Redlines Documentation
- Electronic CADD files in DWG format

F. Utilities and Environmental Permitting

i. Utility Coordination

The Consultant will provide utility coordination based on the following tasks.

1. 30% Design

- The Consultant will identify primary conflicts between utilities and proposed design.
- The Consultant will coordinate with utility companies throughout design of storm and sanitary sewer conveyance, traffic signals, walls, and other design elements which may impact utility facilities.

- The Consultant will communicate final location of all design elements which impact utilities to the utility companies utilizing the color Utility Coordination plan. This is typically handled with a Utility Coordination Meeting utilizing the 60% plans and additional one-on-one coordination as necessary.

2. 60% Design

- The Consultant will coordinate with utility companies to obtain utility relocation information and to add proposed relocation information to the color Utility Coordination Plan.
- The Consultant will verify that there are no conflicts between the proposed project improvements and the proposed utility relocations.
- The Consultant will facilitate discussions between utility companies to coordinate proposed relocations and avoid conflicts between utilities.
- The Consultant will coordinate utility relocation schedules with construction schedule.
- The Consultant will distribute a color Utility Coordination Plan. This plan will show existing and proposed locations overlaid on the existing and proposed project features.

3. 100% Design

- The Consultant will incorporate specific utility relocation plans and specifications into the final deliverables if entering into a joint contract agreement.
- The Consultant will develop a Status of Utilities for inclusion in the Contract Book.

ii. Roadway Related Permitting

1. PERMIX Permits

The Consultant will be required to obtain permits through the City's PERMIX website.

- Grading Permit
- Post Construction Stormwater Management Plan waiver

2. NDEE Permits

The Consultant will obtain the required permits through Nebraska Department of Environment and Energy (NDEE).

- Wastewater Construction Permit
- Construction Stormwater Permit (CSW-NOI and SWPPP)
 - CSW-NOI will require submission of Nebraska Game and Parks Commission Conservation and Environmental Review Tool (CERT)

Assumption:

This scope of services assumes there are not any additional permitting requirements to utilize FEMA funding the City has designated to be used on this project.

G. Public Involvement

i. Public Involvement Plan

The Consultant will develop a Public Involvement Plan (PIP) for review and approval by the City. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders that was developed during the conceptual design phase. The Consultant will analyze the project demographic area to determine if translation services are required. If required, the Consultant will coordinate these efforts. All information to be sent to the public or posted to the project website will be reviewed by the City prior to distribution. This information will be updated as needed.

The Consultant will collaborate with the City to develop, update, and maintain a Public Involvement Plan (PIP) for project development activities and procedures.

PIP may include the following:

- Project Schedule & Key Public Involvement Schedule
- Engagement Strategy
- Communications Tools
- Media Relations / Scheduled Project Updates
- Comment Management
- Public Involvement Reporting

ii. Public Outreach Letters

The Consultant will develop and disseminate two (2) public outreach letters. A first letter will be sent at the beginning of the project final design to inform stakeholders along the project corridor of the planned project, project schedule, planned public meetings and other key project details. A second letter will be completed prior to construction to inform the public of the upcoming construction project, construction schedule, and possible disruptions to traffic.

iii. Public Meetings

The Consultant will schedule, arrange, and facilitate two (2) public meetings with the first meeting after the review of 60% Design, and a final meeting in advance of Construction. The Consultant will draft a notice for each public meeting to be reviewed by the City. The Consultant will supply the final notice to the City 21 days prior to the event. The City will be responsible for publishing the notice per their requirements. The Consultant will prepare mailers or door hangers prior to each meeting and distribute them no less than 10 business days prior to the meetings.

During the public meeting the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the public meetings and prepare a written summation of the oral and written comments received. The Consultant will coordinate necessary follow-up after each of the public meetings.

iv. Key Stakeholder Outreach

The Consultant will work with the key project stakeholders for participation in focus group meetings prior to public meetings. Key stakeholders were identified and engaged with during the conceptual phase of the project.

The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. It is anticipated that key stakeholders will be engaged prior to each public meeting to obtain feedback, measure project and alternative acceptance and build support prior to full public release. It is anticipated that two (2) meetings will be held prior to each public meeting.

v. Database and Comment Response Facilitation

The Consultant will maintain a database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database will identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database will be provided to the City, if requested. The Consultant will also serve as the point of contact for public involvement and information and will keep a record of public contacts and inquiries regarding this project. The Consultant will develop a protocol that identifies policies and procedures for project related communication. The Consultant will prepare a comment matrix for comments received and provide the City with draft responses for review and approval.

vi. Web Support/Materials Development

The Consultant will create and update a project website that will include:

- Project description
- Project map
- Project schedule with updates as needed
- Comment response form updated for each meeting

The Consultant will provide the City an electronic copy of display boards and handouts that will be presented at each public meeting for use on the project website or on other media channels as the City deems appropriate. The website will be updated at each design submittal phase and for each public/stakeholder meeting through the design phase. Construction updates are not included.

vii. Visualization Materials Development

The Consultant will prepare visualization materials for use in presentations to the public and stakeholders. This also includes display boards for the public and stakeholder meetings.

viii. Public Involvement Assumptions:

The City will be responsible for the posting of public notices per their policies.

ix. Public Involvement Deliverables:

- Public Involvement Plan.

- Minutes for key stakeholder meetings over the course of the project.
- Informational brochures/handouts for the public meetings and for posting on project website.
- Talking points and frequently asked questions documents for all staff attending the public meetings.
- Public notices for each public meeting.
- Contact/comments database and coordinate responses.

H. Operations & Maintenance Plan Development

The Consultant will develop an Operations & Maintenance Plan for the project's streetscape elements regarding seasonal maintenance of site furniture, landscape lighting, landscape irrigation and plantings. The plan will outline maintenance tasks required for each type of feature, frequency and estimated time per visit. The plan will include information on seasonal irrigation system start-up and winterization.

**Amendment #01 - Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue**

Project Summary

Task	Personnel Services										Reimbursables					Estimated Fee	
	Professional Engineer (Consultant or Principal)	Sr Project Manager	Project Manager I, Project Engineer IV, Sr Project Scientist	Project Engineer II, Project Scientist III	Project Engineer I, Project Scientist II	Designer I, Engg Tech II, Scientist II, Party Chief	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate	Subconsultant - Embris	Subconsultant - Big Muddy Workshop	Subtotal			
Task 0 Project Management & Meetings	8	112	0	44	0	0	0	164	\$ 33,500.00	\$ 400	\$ 200	\$ 25,860	\$ 14,040	\$ 40,500	\$ 74,000.00		
Task 1 Utility Coordination	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 2 Public Engagement	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 3 Project Conceptual Development	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 4 Initial Project Design of Selected Alternative	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 5 Final Design & Bid Document Preparation	0	0	0	774	0	0	0	774	\$ 269,366.00	\$ 2,700	\$ 120	\$ 136,030	\$ 137,195	\$ 276,045	\$ 545,411.00		
Subtotal	8	112	0	818	0	688	16	2200	\$ 302,866.00	\$ 3,100	\$ 320	\$ 161,890	\$ 151,235	\$ 316,545	\$ 619,411.00		
Project Subtotal															\$ 302,866.00	\$ 316,545	\$ 619,411.00

**Amendment #01 - Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue**

Fee Estimate

<u>Personnel Classification</u>	Rate \$/Hour	Est. Hours	Estimated Cost
Professional Engineer (Consultant or Principal)	\$ 251.00	8	\$2,008.00
Sr Project Manager	\$ 225.00	112	\$25,200.00
Project Manager II, Sr Project Engineer	\$ 200.00	324	\$64,800.00
Project Manager I, Project Engineer IV, Sr Project Scientist	\$ 176.00	0	\$0.00
Project Engineer II, Land Surveyor (RLS)	\$ 158.00	0	\$0.00
Project Engineer II, Project Scientist III	\$ 143.00	818	\$116,974.00
Project Engineer I, Project Scientist II	\$ 127.00	0	\$0.00
Designer II, Sr Tech, Project Scientist I	\$ 110.00	210	\$23,100.00
Designer I, Engg Tech II, Scientist II, Party Chief	\$ 98.00	688	\$67,424.00
Engg Tech I, Scientist I	\$ 84.00	24	\$2,016.00
Project Assistant II	\$ 84.00	16	\$1,344.00
Intern	\$ 72.00	0	\$0.00

Subtotal Direct Labor Costs \$302,866.00

Direct Nonsalary Costs

Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges	\$3,100.00
Vehicle Mileage @ IRS Rate	\$320.00
Subconsultant - Embris	\$161,890.00
Subconsultant - Big Muddy Workshop	\$151,235.00

Subtotal Direct Expense Costs \$316,545.00

Total Estimated Not to Exceed Fee \$619,411.00

**Amendment #01 - Professional Services
Streetscaping Mission Ave - Washington to Hancock
City of Bellevue**

Project Summary

Task	Personnel Services								Reimbursables					Estimated Fee		
	Professional Engineer (Consultant or Principal)	Sr Project Manager	Project Manager I, Project Engineer IV, Sr Project Scientist	Project Engineer II, Project Scientist III	Project Engineer I, Project Scientist II	Designer I, Engrg Tech II, Scientist II, Party Chief	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate	Subconsultant - Embrils	Subconsultant - Big Muddy Workshop		#REF!	Subtotal
Task 0 Project Management & Meetings	8	112	0	44	0	0	0	164	\$ 33,500.00	\$ 400	\$ 200	\$ 25,860	\$ 14,040	\$ -	\$ 40,500	\$ 74,000.00
Task 1 Utility Coordination	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 Public Engagement	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Project Conceptual Development	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 Initial Project Design of Selected Alternative	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Final Design & Bid Document Preparation	0	0	0	774	0	688	16	2038	\$ 269,366.00	\$ 2,700	\$ 120	\$136,030	\$137,195	\$ -	\$ 276,045	\$ 545,411.00
Subtotal	8	112	0	818	0	688	16	2200		\$ 3,100	\$ 320	\$161,890	\$151,235	\$ -		
Project Subtotal									\$ 302,866.00						\$ 316,545	\$ 619,411.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Library/Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Lease Agreement for the lease of 1003 Lincoln Road from Eastern Nebraska Community Action Partnership to the City

SYNOPSIS/BACKGROUND:

Eastern Nebraska Community Action Partnership ("ENCAP") purchased from the City the real property located at 1003 Lincoln Road, where the City maintains its public library. The City is in the process of renovating a separate building to relocate the public library and wishes to continue operating the public library at 1003 Lincoln Road until those renovations are completed. The City anticipates renovations will be completed by September 30, 2024, and therefore, seeks to lease the property from ENCAP through that date.

FISCAL IMPACT: \$1/month BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: ENCAP INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Lease Agreement for 1003 Lincoln Raod

CONTRACT EFFECTIVE DATE: 12/5/2023 CONTRACT TERM: 10 months CONTRACT END DATE: 9/30/24

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:

Approve and allow the Mayor to sign the Lease Agreement for the lease of 1003 Lincoln Road

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Jimmy Butcher
[Signature]
[Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the last date set forth on the signature page attached hereto (the “Effective Date”), by and between Eastern Nebraska Community Action Partnership (“Lessor”) and the City of Bellevue, Nebraska, a municipal corporation (“Lessee”), collectively referred to as the “Parties.”

WHEREAS, Lessor purchased from Lessee the real property located at 1003 Lincoln Road, Bellevue, Nebraska 68005 (the “Premises”);

WHEREAS, prior to said purchase, Lessee operated a public library at the Premises;

WHEREAS, Lessee is in the process of renovating a separate building to relocate its public library and desires to continue operating a public library in a portion of the Premises during such renovations;

WHEREAS, Lessor is in the process of renovating a portion of the Premises to operate a food pantry;

WHEREAS, Lessor desires to Lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, subject to the covenants, terms and conditions of this Lease.

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

1. **Lease of Building.** Subject to the covenants, terms and conditions of this Lease, Lessor hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor for the purposes set forth herein.
2. **Term.** The term of this Lease shall begin as of the Effective Date and run through September 30, 2024.
3. **Rent.** Lessee shall, except for the specific items paid for by Lessor as set forth in this Lease, shall pay rent in the amount of one dollar and no cents (\$1.00) per month and be responsible for all costs and expenses in connection with the maintenance, repair, replacement and operation of the Premises (collectively, the “Rent”).
4. **Use.** Lessee shall use the Premises for the sole and exclusive purpose of operating the Bellevue Public Library, including all programming and events scheduled in the normal course of operations, in the Premises.
5. **Maintenance and Repair.** The Lessee shall keep the Premises free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. The Lessee shall be responsible for any maintenance, repairs, replacements, cleaning, removal of snow and ice, mowing of lawn

and maintenance of landscaping necessary on the Premises during the Term of the Lease,. Repairs and replacements include but are not limited to all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, roof, interior and exterior walls, floors, sidewalks, parking areas, plumbing, and electrical systems servicing the Premises. Lessee agrees to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Lessee or any of its agents or employees or persons permitted on the Real Estate by Lessee, and to maintain the Premises in a safe, clean, neat and sanitary condition. Lessee shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Lessor or Lessee.

6. **Operations.** With regard to Lessee's use and operations of the Premises, the Parties agree:
- (a) Lessee's patrons will have access to the Premises during hours established by Lessee, and with the exclusion of City of Bellevue recognized holidays.
 - (b) Lessee's employees and any other contractors or sub-contractors designated by the Lessee shall be allowed controlled access during other hours as mutually agreed upon.
 - (c) Lessee's employees and patrons shall have non-exclusive use to the parking lot on the Premises, and Lessee shall be responsible for the maintenance, repair, snow removal and debris removal on said lot.
 - (d) Lessee shall pay all utilities associated with its use of the Premises. Utilities for purposes of this Lease shall mean electricity, gas and water.
 - (e) Lessee shall not be liable for any property taxes associated with the Premises..
 - (f) Lessee shall be solely responsible for staffing the Premises for use as a temporary library, and Lessee acknowledges that Lessor shall have no obligation to provide any staffing or security services for the Premises.
 - (g) Lessee shall be solely responsible for providing any janitorial or housekeeping services for the Premises, which services shall include but not be limited to vacuuming and sweeping of floors, cleaning of lavatories and toilets and the periodic washing of interior windows, walls and other areas which are routinely touched by employees or patrons of Lessee. Lessee shall follow the procedures provided by Lessor for disposal of all waste generated on the Premises, and Lessee may utilize dumpsters provided by Lessor in common with other users of the building.
7. **Indemnity.** To the maximum extent permitted by law, Lessee hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee's property placed or located on the Premises as a result of any such act, error or omission

made in furtherance of any right or authority reserved by Lessor in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Premises or otherwise, (a) of Lessee or any other person (including any employee, contractor, agent or patron of Lessee) that may arise or result from, out of or in connection with any Lessee's use or occupancy of the Premises, including, any such claim, damages or liability that may arise or result from any lawful entry upon Premises, and (b) to Lessor that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease. The Parties agree that Lessee shall not be responsible for, and Lessor shall indemnify and hold Lessee harmless from, any injury or damage that may result from any renovation of the Premises conducted at the direction of Lessor. The provisions of this paragraph shall survive termination of this Lease.

8. **Liability Insurance.** Throughout the Term, Lessee shall procure and maintain comprehensive general liability insurance coverage (bodily injury and property damage) for the Premises in an amount not less than the coverage currently being maintained by Lessee in respect to the Premises. Lessee shall provide Lessor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Lessee fails to comply with such requirements for insurance, Lessor may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Lessee agrees to pay Lessor, upon demand, the premium cost thereof. Lessee acknowledges that it shall be solely responsible to maintain, to the extent desired by Lessee, any (i) Workers' Compensation Insurance, (ii) any Employer's Liability Coverage, and (iii) any automobile liability insurance. In the event the Premises is damaged by fire or other perils through no fault of Lessee, its employees, contractors, sub-contractors, agents or patrons and is covered by Lessee's extended coverage insurance, then Lessee agrees to make the repairs as soon as practicable and utilize insurance proceeds for any and all damaged property or bodily injury that resulted and which is covered by such insurance. If the damage is due to the fault or neglect of Lessee or its employees, contractors, sub-contractors, agents or patrons, Lessee acknowledges that its insurance shall cover such damage. If the damage is due to the fault or neglect of Lessor or its employees, contractors, sub-contractors, agents or patrons, Lessor acknowledges that it shall cover such damage. In all events, in the event of any damage by fire or other perils to the Premises during the Term of this Lease, either party may terminate this Lease by providing written notice to the other party within sixty (60) days after such casualty. With regard to all personal property utilized by Lessee in the Premises, Lessee acknowledges that it shall be solely responsible for any loss, damage or claims related to the same, and Lessee shall be solely responsible for insuring its personal property if desired by Lessee. In no event shall Lessor have any responsibility for Lessee's personal property which is located in the Premises. The provisions of this paragraph shall survive the expiration or termination of this Lease.
9. **Access by Lessor.** Lessor hereby reserves unto itself, including its employees, agents and contractors, the right and authority to enter upon the Premises at any time throughout the Term to the extent necessary or appropriate to inspect, repair, replace, service, maintain or

renovate the Premises for its intended purpose. Lessor may install a geo-thermal well on the grounds of the Premises provided that such installation does not interfere with the Lessee's operation of the library or the public's access to the library. Without limitation to the foregoing, Lessee understands that any personal property located on the Premises is at Lessor's sufferance and that Lessee shall bear all risk of loss or damage to the same, as a result or consequence of any cause of whatsoever nature.

10. **Termination.** Either Party may terminate this Lease for any reason with at least ninety (90) days' prior written notice. Prior to the expiration of the term of this Lease or the earlier termination of the term of this lease as provided herein, Lessee shall remove all of Lessee's personal property and all bookcases and book shelving (together referred to as "Lessee's Property") from the Premises and shall repair any damage caused by such removal.
11. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.
12. **Notice.** Whenever notice is required to be given by Lessor under this Lease, it will be deemed sufficient if (i) sent by regular U.S. mail, (ii) sent by FedEx or UPS overnight delivery or (iii) hand-delivered to Lessee, in each case at the address of 1500 Wall Street, Bellevue, NE 68005 addressed to the City Administrator. Notice required to be given by Lessee under this Lease shall be deemed sufficient if (i) sent by regular U.S. mail, (ii) sent by FedEx or UPS overnight delivery or (iii) hand-delivered to Lessor, in each case at the address of 2406 Fowler Ave, Omaha, NE 68111 addressed to Aaron Bowen and Jill Connor .
13. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter in connection with this Lease and Lessee's use of the Premises, the Building, and the property upon which the Building is located, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both Parties hereto.
14. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
15. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.

16. **Counterparts.** This Lease may be executed in counterparts, all of which taken together shall be deemed one original and shall be effective upon execution thereof by Lessor and Lessee, notwithstanding the fact that both of the parties hereto are not signatories to the original or same counterpart. Any signature of Lessor or Lessee which is delivered by facsimile, photocopy or electronic means (scan and email or DocuSign) shall be deemed to be an original signature and shall be effective upon receipt thereof.

[Remainder of page intentionally left blank]

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP, Lessor

By: _____

Date: _____

Date: _____

CITY OF BELLEVUE, Lessee

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Rich Severson	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Designate Harrison Johnson, Economic Development Director, as the sole individual authorized by Bellevue to inspect confidential sales tax returns and information.

SYNOPSIS/BACKGROUND:

Nebraska Revenue Statute 77-2711(14) allows a municipality to designate a sole individual to inspect sales tax information of the requesting municipality.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize the Mayor to sign the Nebraska Designation/Revocation Certification form designating Harrison Johnson as the sole individual authorized by Bellevue to inspect Bellevue sales tax information.

ATTACHMENTS:

1. Designation/Revocation Certification	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:





Designation/Revocation Certification

for Inspecting Sales and Use Tax Return Information

Name and Work Address of Certified Individual			Name and Address of Mayor or City Council President		
Name Harrison Johnson			Name Leo Hike Jr.		
Work Address 1500 Wall Street			Work Address 1500 Wall Street		
City Bellevue	State NE	Zip Code 68005	City Bellevue	State NE	Zip Code 68005
Email Address harrison.johnson@bellevue.net		Phone Number 402-293-6085	Email Address rusty.hike@bellevue.net		Phone Number 402-293-3020

Designation of a Certified Individual

I hereby **DESIGNATE** Harrison Johnson, Economic Development Director (name, title) as the sole individual authorized by the municipality (city or village) of Bellevue to inspect confidential sales tax returns and sales tax return information regarding businesses that possess a sales tax permit and the amounts remitted by these permit holders at locations within the boundaries of the requesting municipality; and confidential business use tax returns and business use tax return information regarding businesses that file a Nebraska and Local Business Use Tax Return, Form 2, within the boundaries of the requesting municipality, as provided under Neb. Rev. Stat. § 77-2711(14).

Revocation of Authority of a Certified Individual

I hereby **REVOKE** the designation of Marcey Horton, Accountant (name, title) as the sole individual authorized by the municipality (city or village) of Bellevue to inspect confidential sales tax returns and sales tax return information regarding businesses that possess a sales tax permit and the amounts remitted by these permit holders at locations within the boundaries of the requesting municipality; and confidential business use tax returns and business use tax return information regarding businesses that file a Nebraska and Local Business Use Tax Return, Form 2; and the amounts remitted by such taxpayers at locations within the boundaries of the requesting municipality.

**sign
here**

Signature of Mayor or City Council President

12/5/2023

Date

Instructions

A municipality that has adopted a local sales tax under the Local Option Revenue Act may designate, by written certification, a single individual for purposes of inspecting confidential sales tax returns and sales tax return information regarding taxpayers that possess a sales tax permit and remit sales and use taxes at locations within the boundaries of the requesting municipality; and confidential business use tax returns and business use tax return information regarding taxpayers that file a Nebraska and Local Business Use Tax Return, Form 2, and the amounts remitted by such taxpayers at locations within the boundaries of the requesting municipality. The certified individual must be an employee of the municipality or an individual that has a contract with the municipality to provide financial, accounting, or other administrative services.

If the designee is not a municipal employee, the designee must attach a copy of a binding contract to provide financial, accounting, or other administrative services to the respective municipality. The certification must be signed by the mayor of the municipality, or the president of the city council for council/manager forms of municipal government. For council/manager forms of municipal government, please include a copy of the resolution approving this Designation/Revocation Certification.

Any municipal employee or other person who violates the confidentiality laws of the State may be guilty of a Class I misdemeanor and subject to other penalties as provided by law.

Mail original certification to: **Nebraska Department of Revenue, PO Box 94818, Lincoln, NE 68509-4818.**

Retain a copy for your records.

December 1st, 2023

Administration

- NC3 bi-weekly project meeting.
- Meeting with Bellevue Food Pantry and ENCAP regarding facility.
- Meeting with Mid America Council for community nominations.
- Project Open Air meeting with developer and project team.
- LB840 Advisory committee meeting with Legal.
- Staffing BPD discussions with Chief Clary.
- MUD project meeting.
- Mayoral Forum
- Code Enforcement hearings.
- Administrative meeting with State and private enterprise.
- Health Insurance meeting with Bargaining units.
- Meeting with several Council members individually for project updates.
- United Cities Meeting
- Meeting with developer for Fairview property.
- Met with Premier Sports regarding lease and purchase.
- Veterans Day Breakfast.
- Meeting with Governors Chief of Staff regarding project funding.
- Met with Lockwood development team for future plans.
- Inland Port Authority meeting.
- LB840 committee meeting.
- Wastewater Agency meeting.
- Met with Developer on zoning issues for project development.
- SCCWWA administrator interview.
- Met with Sarpy tourism.

Public Works

(See Attached)

Finance

(See Attached)

Permits

- 720 inspections performed
- 5 new permits for single-family residential dwellings

Planning:

- Continued work on the Comprehensive Plan/Long-Range Transportation Plan with Olsson
- Attended Sarpy County Housing Affordability Task Force Meeting
- Met with an industrial developer
- Met with a multi-family residential developer

Code Enforcement

Calls – 220

Notices – 26

Zoning – 1

Clean Ups – 0

Tree Removal – 0

First-Class Notices – 2

Officer Initiated – 16

Towed Vehicles – 0

Red Tags – 1

Police

- 11/07 – Joint Terrorism Task Force Meeting
 - City Council
 - Citizen Academy Graduation
- 11/09 – Bryan Middle School recognition
- 11/10 – Chili Cook-Off
- 11/14 – Civil Service Meeting
- 11/15 – SDLEA Meeting
- 11/16 – Planning Commission Meeting
- 11/17 – National Policing Institute Fellows Forum
- 11/20 - BellevueTimes article submission
 - Meeting with Lt. Col. Ferguson
- 11/21 - City Council Meeting
- 11/27 - Officer Chris Abbott Visitation
- 11/28 - Officer Chris Abbott Funeral

CITY OF BELLEVUE
ADMINISTRATION REPORT

Library

- The Bellevue Public Library participated in the first Nebraska Library Week, held Nov. 12-18, sponsored by the Nebraska Library Association (NLA). The celebratory week was designed to recognize the role libraries play in their communities and to highlight many of the great things that they do in service to their patrons. In addition to planned weekly activities for all age groups, the Bellevue Library gave away two "library swag" bags each day. These consisted of Friends of the Library book bags, plus a coffee mug (made in the library's makerspace), hot cocoa mix, candy cane, and library-themed pencils, pens, and magnets, as well as information about library programs and the ongoing fundraising campaign.
- The Adult Services Department has launched a new writers group, called Pens & Prose, for those who are 18 years and older. This was developed in conjunction with November as National Novel Writing Month. Adult Services/Technology Librarian Connie Barnard is leading the group. They will meet each Thursday in November and then go to monthly meetings.
- The library is serving as a collection point for some community campaigns. The Girl Scouts have been conducting a shoe drive; the Boy Scouts are collecting broken and unused holiday lights; and the Bellevue Food Pantry is collecting items during the month of December.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Nov. 15. Among other items, the Board heard an update on the renovation/addition project at Longo Drive. Construction work has been focusing on getting the space enclosed so that work can continue through the cold weather months. In addition, drywalling in some of the spaces has begun, and the various rooms in the new library are beginning to take shape.
- Fall bookmark contest winners for both Children and Teens were announced. There were three grand prize winners in each category, with the winners receiving prizes. Their bookmarks will be copied and made available at the front desk for patrons to take and use.
- The Bellevue Library Foundation is currently holding a fundraising raffle through January 8. The baskets feature an X-Box bundle and a basket appealing to children and families with gift cards, toys, and games. Each ticket is available for a \$1 donation, or 6 for \$5.
- The great concert on Oct. 22 featuring Celtic Boulevard and Kaylyn Sahs was enjoyed by the community at the Bellevue East Auditorium. The concert raised \$1,300 for the capital building campaign and was sponsored by the Bellevue Library Foundation. Ms. Sahs, who sings popular Country music, is the great-granddaughter of Belva Sahs, who for many years was the head librarian at the Bellevue Public Library, and is also a Bellevue East alumni.
- **Fire (See Attached)**



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report November 30, 2023

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Reviewing Proposals for PEL of the Fort Crook Bridge
- Setting up Inspection Program for City Facilities, as part of the MS4 Program
- Reviewing Department Capital Purchases
- Finalizing 2023 Construction Projects

Engineering:

- Various project management projects
 - 2023 Concrete Rehab Project is closing out
 - Library Rehab. Project ongoing, anticipate completion in Nov 2024
 - Cedar Island Road Asphalt Overlay, is closing out
- Planning and P&I plan review as needed
- Projecting 2024 Projects and getting Proposals for Engineering work

Parks:

- Starting Winter Programs
- Indoor Recreation Programs are beginning
- Tree Maintenance and Trimming in various parks
- Removing obsolete playground equipment in Aspen Park

Street Maintenance:

-
- Chandler Road Storm Repair nearly completed
- Ordering sand gravel and salt for winter operation
- Repairing washouts and ditch repairs





City of Bellevue

Public Works Department

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- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD
- Working with Olsson Associates on Hwy 370 Signal Timing Study

Waste Water:

- Jetting
- Prepared and presenting WW rate study to City Council
- Lift station inspections
- Preparing State Reports
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library
- Interior work, Legal Offices at City Hall
- Typical maintenance all city facilities
- Closed out outdoor work and moving to indoor work



Current Fiscal Year 2023-2024 Financials

Although the year-to-date ending November 2023 (preliminary) shows negative net revenue, it is an overall favorable variance to this year’s budget and to the prior year. We expect to meet the overall budget for fiscal year 2024. Here is the forecasted performance year-to-date and through the end of the year:

(In Whole Numbers)

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Year-To-Date November 2023			Full Year Forecast		
	Preliminary	Better / (Worse)	Better / (Worse)	FYE 2024 Forecast	FYE 2024 Budget	Better / (Worse)
		Than Budget	Than Prior Year Actual			Than Budget
Revenues						
Property Taxes	671,274	(89,163)	(31,226)	37,255,139	37,255,139	0
Sales Taxes	3,088,625	71,042	128,433	18,105,500	18,105,500	0
Occupation/Business Taxes	485,762	166,382	135,635	1,605,133	1,605,133	0
Other Revenues ¹	6,437,790	(620,639)	(211,134)	<u>95,664,320</u>	<u>95,664,320</u>	<u>0</u>
Total Revenues	10,683,451	(472,378)	21,708	152,630,092	152,630,092	0
Expenditures						
Personnel	6,731,414	(49,526)	460,270	44,358,694	44,358,694	0
Department Expenditures	3,576,583	2,353,047	(437,258)	28,174,203	28,174,203	0
Capital Expenditures	1,531,151	(1,531,151)	1,197,013	72,574,000	72,574,000	0
Other Expenditures ²	1,380,543	(5,920)	(358,291)	<u>10,523,195</u>	<u>10,523,195</u>	<u>0</u>
Total Expenditures	13,219,691	766,450	861,734	155,630,092	155,630,092	0
Net Revenues	(2,536,240)	294,072	883,442	(3,000,000)	(3,000,000)	0

¹ Includes Bond Proceeds

² Includes Bond Expenditures



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 11/29/2023

A. General Items:

- QA/QI
- Myself and PSS's have been meeting with all paramedics on shift. Two more meetings this Thursday and we will have met with all of them.
- Completed the updated ALS Probation exam (Aaron Spencer will be taking next set)
- Run reviews for B and C shifts scheduled next week
- Preparing to populate scheduler for January and February 2024
- Finished firefighter candidate interviews.

B. Training:

- Thermal imaging camera review
- Abdominal trauma webinar.
- Stroke presentation by Dr. Sattur
- Hands on Sepsis scenarios.
- Ropes, knots and mechanical advantage.

C. Inspections:

- Fire alarm plan review Bellevue Library 2206 Longo Dr.
- Fire sprinkler remodel plan review 4503 Maas Rd.
- Plan review remodel 1500 Wall St.
- Plan review Crumble Cookies 10403 S 15th St. Ste. 104.
- Remodel plan review Kumor Career Center 2812 Arboretum Dr.

D. Calls: October 29th through November 29th

Fire – 125

Rescue - 446





City of Bellevue

Fire Department

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E. Ambulance Billing

October 1-31, 2023

\$ 291,491.20 in claims has been sent to health insurance companies (329 insurance claims)
<\$ 131,171.04> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$291,491.20)

=====

\$ 160,320.16 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$130,468.67 deposited into the bank October 1-31, 2023

20,379.55 additional revenue in Credit/Debit card payments were received October 1-31,
2023.

\$150,848.22 TOTAL October 1-31, 2023 rescue fee revenue

Statement Billing:

491 statements were mailed to patients for unpaid account balances

These statements totaled \$ 331,054.42

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



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 10/30/2023 through 11/5/2023

Monday	AM	E1, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	E1, E41	3 Person, T31 Closed	
Tuesday	PM	E1, E41	3 Person, T31 Closed	
Wednesday	AM	E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	T21, E41	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	E1, T21, & E41	3 Person	No EMS
Saturday	AM	E1, T21, T31 & E41	3 Person	No EMS
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T21, & E41	3 Person	
Sunday	PM	T21 & E41	3 Person	

Staffing Report from 11/6/2023 through 11/12/2023

Monday	AM	T21	3 Person	
Monday	PM	T21	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31 & E41	3 Person	
Wednesday	PM	T21	3 Person	
Thursday	AM	E1, T21	3 Person	
Thursday	PM	Full		
Friday	AM	T31	3 Person	
Friday	PM	T21	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	T31 & E41	3 Person	
Sunday	PM	Full		



City of Bellevue

Fire Department

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Staffing Report from 11/13/2023 through 11/19/2023

Monday	AM	E1, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	E1, T31 & E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, & E41	3 Person	No EMS
Wednesday	PM	E1, T21	3 Person	No EMS
Thursday	AM	E1, T31 & E41	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21, T31	3 Person	
Friday	PM	T21, T31	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T31	3 Person	
Sunday	PM	T31	3 Person	

Staffing Report from 11/20/2023 through 11/26/2023

Monday	AM	E1, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E41 3 Person, T21 Closed		
Wednesday	PM	E1, T21, T31 & E41	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	E1, T21, T31 & E41	3 Person	No EMS
Friday	AM	E1 3 Person, E41 Closed		No EMS
Friday	PM	E1, T21, T31 & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T21, T31 & E41	3 Person	No EMS
Sunday	PM	E1, T21, T31	3 Person	No EMS