

Bellevue City Council Meeting

Monday, January 28, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Thure Martinsen (Terry), Golden Hills Seventh Day Adventist Church, 3005 Golden Blvd
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. ORGANIZATIONAL MATTERS: None
6. APPROVAL OF AGENDA, CONSENT AGENDA, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of Agenda
 - b. Approval of Consent Agenda
 1. * Approval of Minutes from the January 14, 2019, City Council Meeting
 2. * Approve Appointment of Todd Aerni to the Planning Commission to fill an unexpired term, ending August 2020
7. * Approval of the Claims
8. SPECIAL PRESENTATIONS:
 - a. Presentation on 36th Street (Felsburg Holt & Ullevig)
 - b. Quarterly Report Update (Finance Director)
9. LIQUOR LICENSES:
 - a. Knights of Columbus Council #11879 (St. Matthew's Parish) - Applications for Special Designated Liquor Licenses to Sell Beer and Wine during Lenten Fish Fries at St. Matthew's Parish Center, 11210 South 36th Street, from 5:00 p.m. to 8:00 p.m. on SIX consecutive Friday nights from March 8 thru April 12, 2019 (City Clerk)
10. ORDINANCES FOR ADOPTION (3rd reading): None
11. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3925: Rezoning Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50--PS to RG-50-PS for the purpose of single-family residential development Applicant: Boyer-Young Development General Location: Southeast of 48th and Capehart Road (Planning Director)
 1. Approve Preliminary Plat of Lots 1 through 121 and Outlots A through G, Belle Lago South
 - b. Ordinance No. 3926: Issuance of Highway Allocation Fund Pledge Bonds, Series 2019, in an amount not to exceed \$3,715,000 (Finance Director) ***Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing tonight .***
 - c. Ordinance No. 3927: Amending the City Code to move the City Council Meetings to the 1st and 3rd Tuesdays of the Month, commencing May 7, 2019 (Administration)
12. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3928: Amending Section 2-30 of City Code Pertaining to City Council Order of Business (Administration)
 1. Approve Council Policy Resolution 39 (no action to be taken on this item until reading of Ordinance No. 3928

b. Ordinance No. 3929: Sale of City Surplus Property, abandoned lift station (City Attorney)

c. Ordinance No. 3930: Compensation Ordinance as Updated (Finance Director)

d. Ordinance No.3931: Request to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, Lots 3A2 & 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, West of ROW, Pleasant Hill or Martin's Subdivision; and Lot W located in Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska (Public Works Director)

e. Ordinance No. 3932: Sale of City Surplus Property, located adjacent and north of 1303 Freeman Drive (Planning Director)

13. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

14. RESOLUTIONS: None

15. CURRENT BUSINESS:

a. Approval of the Agreement and authorize the Mayor to sign the Professional Engineering Services Agreement with HDR Engineering, Inc. for the Olde Towne Storm Sewer Study Project, not to exceed \$16,913 (Public Works Director)

b. * Approve the Indemnification Agreement with Guardian Tax Partners, Inc., for entry on 2611 Harrison (City Attorney)

16. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports

17. PUBLIC REQUESTS TO BE HEARD:

18. CLOSED SESSION:

a. Real Estate Negotiations

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, January 14, 2019, 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 14th day of January, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, and Thomas Burns. Don Preister and Kathy Welch were absent, but Mr. Preister participated via Conference Call.

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

Pledge of Allegiance and Invocation

Torren Timmermeyer and Patrick Remmert of Cub Scout Pack 469, of Leonard Lawrence Elementary School led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit located at 1305 Thomas Drive in Bellevue, gave the invocation.

Open Meetings Act

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

Approval of the Agenda

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

Approval of the Consent Agenda

Motion was made by Stinson, seconded by Burns, to approve the consent agenda which included the following: approval of the minutes from the December 10, 2018, City Council Meeting, acknowledgement of receipt of the minutes from the December 20, 2018 Planning Commission Meeting, approval of the Claims, approving the agreement to acquire purchase of a new Mini-Bus in partnership with the Nebraska Department of Transportation, and approving the movement of the February 25th meeting to February 26th to allow for attendance at the League's Mid-Winter Conference. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no; absent: Preister and Welch. Motion carried.

ORGANIZATIONAL MATTERS

Motion was made by Cook, seconded by Burns, to approve the Public Official Bonds. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

SPECIAL PRESENTATIONS: None

LIQUOR LICENSES:

Application for a Special Designated Liquor License to Sell Beer and Distilled Spirits during a Fundraising Trivia Night at Daniel J. Gross Catholic High School, 7700 South 43rd Street, on February 23, 2019, from 6:00 p.m. to 10:00 p.m.

The application for a Special Designated Liquor License to sell beer and distilled spirits during a fundraising Trivia Night at Daniel J. Gross High School, 7700 South 43rd Street, on February 23, 2019, from 6:00 p.m. to 10:00 p.m., was presented for Council consideration. Mr. Tom Van Haute was present to answer any questions.

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

Motion was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application for a Special Designated Liquor License to sell beer and distilled spirits during a fundraising Trivia Night at Daniel J. Gross High School, 7700 South 43rd Street, on February 23, 2019, from 6:00 p.m. to 10:00 p.m., be approved. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

ORDINANCES:

Ordinance No. 3921: Amending Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy (Third Reading)

Ordinance No. 3921, an ordinance to amend Article VII of Chapter 28 of the Bellevue Municipal Code establishing Bellevue's Complete Streets Policy, stating guiding principles and practices so transportation improvements are planned, designed and constructed to encourage walking, bicycling, and transit use while promoting safe and efficient operations for all users; to repeal such sections as heretofore existing; to provide for the effective date of this ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the third and final reading.

Motion was made by Burns, seconded by Stinson, that Ordinance No. 3921 be adopted.

Council discussion ensued.

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Motion was made by Cook, seconded by Shannon, to amend Ordinance 3921, to include language stating projects brought forward to the City Council will identify the improvements being made to meet the Complete Streets Policy, this will include the actual development changes or improvements, along with the appropriation costs and allocation thereof.

Roll call vote on the amendment was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Roll call vote on the motion as amended was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Ordinance No. 3922: Rezoning Lot 1, Milt's Addition, from RS-72 to BGH for the purpose of a Self-Storage Facility Applicant: 2715 LLC General Location: West Chandler and Cedar Island Road (Third Reading)

Ordinance No 3922, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about West Chandler Road and Cedar Island Road, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the third and final reading.

Motion was made by Shannon, seconded by Stinson to approve Ordinance No 3922: Rezoning Lot 1, Milt's Addition, from RS-72 to BGH for the purpose of a Self-Storage Facility.

Council discussion ensued.

Mayor Hike asked "Shall Ordinance No. 3922 be passed and adopted?" and upon roll call the following voted yes: Stinson, Cook, Shannon, and Burns; voting no: none; absent: Preister and Welch. Mayor Hike proclaimed Ordinance No. 3922 passed and adopted.

Motion was made by Shannon, seconded by Stinson to approve the Small Subdivision Plat for Lot 1, Milt's Addition. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Motion was made by Shannon, seconded by Stinson to approve the Conditional Use Permit for Lot 1, Milt's Addition for the purpose of a Self-Storage Facility, with the following change which includes removal of the fence around the detention pond on the south end. Roll call vote on the motion as amended was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Ordinance No. 3923: Rezoning Lot 1, Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Third Reading)

Ordinance No. 3923, an ordinance to amend Article 7: Sign regulations, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to digital services; to repeal such sections as heretofore existing; to provide an effective date of the Ordinance; and to provide for the publication of this Ordinance in pamphlet form.

Motion was made by Shannon, seconded by Stinson, to postpone, to look at possible amendments to the Ordinance, until the 2nd meeting in February. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Ordinance No. 3925: Rezoning Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single-family residential development Applicant: Boyer-Young Development General Location: Southeast of 48th Street and Capehart Road (First Reading)

Ordinance No. 3925, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 48th Street and Capehart, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing for the Council meeting on January 28, 2019.

Ordinance No. 3926: Issuance of Highway Allocation Fund Pledge Bonds, Series 2019, in an amount not to exceed \$3,715,000 (First Reading)

Ordinance No. 3926, an ordinance authorizing the issuance of highway allocation fund pledge bonds, Series 2019 of the City of Bellevue, Nebraska, in the principal amount of not to exceed three million seven hundred fifteen thousand dollars (\$3,715,000) for the purpose of paying the costs of certain street improvements and related improvements within the City of Bellevue, Nebraska; prescribing the form of such bonds to be issued and authorizing officers of the City to approve certain final terms of the bonds; pledging funds to be received by the City from the State of Nebraska Highway Allocation Fund for the payment of said bonds; providing for the levy of taxes to pay the interest on and principal of such bonds if necessary; and providing for publication of this Ordinance in pamphlet form; and related matters, was read by title only for the first time and scheduled for public hearing at the Council meeting on January 28, 2019.

Ordinance No. 3927: Amending the City Code to move the City Council Meetings to the 1st and 3rd Tuesdays of the Month (First Reading)

Ordinance No. 3927, an ordinance to amend Sections 2-26 and 2-29 of the Bellevue Municipal Code pertaining to time and location of regular City Council meetings, and the preparation of the agenda for regular Council meetings; to repeal Sections 2-26 and 2-29 as heretofore existing; to provide for the publication of this Ordinance in pamphlet form; and to provide for an effective date of this Ordinance, was read by title only for the first time and scheduled for public hearing at the Council meeting on January 28, 2019.

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PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the Event License Application from the MAK Throwers for Nebraska Celtic Festival 2019 in American Heroes Park on April 6 and 7, 2019, from 7:00 a.m. to Sunset (City Clerk)

Mr. Josh Haggin, with the MAK Throwers, was present to answer any questions.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed.

Motion was made by Burns, seconded by Cook, to approve the Event License Application from the MAK Throwers for Nebraska Celtic Festival 2019 in American Heroes Park on April 6 and 7, 2019, from 7:00 a.m. to Sunset. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Public Hearing on the Event License Application from Carol Blood for a Privately-Operated Farmers Market in Washington Park running from May 25 through September 7, 2019, (with the exception of August 17), from 6:30 a.m. to Noon (City Clerk)

Ms. Carol Blood, on behalf of the vendors at the Farmers Market, was present to answer any questions.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed.

Motion was made by Shannon, seconded by Burns, to approve the Event License Application from Carol Blood for a Privately-Operated Farmers Market in Washington Park running from May 25 through September 7, 2019, (with the exception of August 17), from 6:30 a.m. to Noon. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

RESOLUTIONS:

Resolution No. 2019-01: Adoption of the Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way (City Attorney)

Motion was made by Shannon, seconded by Cook, to table this item till the 2nd meeting in February.

City Council discussion ensued. Councilman Cook and Shannon rescinded their motions.

Motion was made by Cook, seconded by Burns to approve Resolution No. 2019-01: Adoption of the Design Guidelines for the installation of wireless facilities in the public right-of-way and to bring back in 2 weeks. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

CURRENT BUSINESS:

Approving the revised Fire Station Alerting System Service Agreement with U.S. Digital Design (Fire Chief)

Motion was made Burns, seconded by Shannon, to approve the revised Fire Station Alerting System Service Agreement with U.S Digital Design. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Approving the Permanent Easement over part of Lot 194 and Lot 195, Fontenelle Subdivision, for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property (Public Works Director/Manager of Engineering Services)

Motion was made Cook, seconded by Burns, to approve the Permanent Easement over part of Lot 194 and Lot 195, Fontenelle Subdivision, for the purpose of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on the property. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Approval of the Change Order for the 2018 Concrete Projects (Public Works Director/ Manager of Engineering Services)

Motion was made Cook, seconded by Burns, to approve the Change Order for the 2018 Concrete Projects. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Approval of and Authorization for the Mayor to sign the low, responsive responsible bid from Neuirth Construction, Inc., for the Leawood Lift Station Abandonment Project in the amount of \$138,739.20 plus potential City initiated Change Orders of up to 10% (\$13,873.92) (Public Works Director/ Manager of Engineering Services)

Motion was made Cook, seconded by Burns, to approve and authorize the Mayor to sign the low, responsive

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responsible bid from Neuvirth Construction, Inc., for the Leawood Lift Station Abandonment Project in the amount of \$138,739.20 plus potential City initiated Change Orders of up to 10% (\$13,873.92). Roll call vote on the motion was as follows: Stinson, Cook, Shannon, and Burns, voted yes; voting no: none; absent: Preister and Welch. Motion carried.

ADMINISTRATION REPORTS:

Mayor Hike asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no questions for the City Administrator or staff.

PUBLIC REQUESTS TO BE HEARD:

Mayor Hike read the following statement: “Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states ‘any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public’ and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes.”

Chuck Fredrick congratulated the newly elected Council members, Bob Stinson and Kathy Welch, Mayor Rusty Hike and Jim Ristow, as the newly appointed City Administrator. He said he is optimistic for the future of the City. He felt the Council meetings could be shortened up and gave a couple of ways that could help. One concern he has was with the grants and reporting of them. He would like if there was a consolidated listing of all the grants so citizens know what is going on.

Mayor Hike asked for additional comments from the public. No one came forward to speak. Mayor Hike closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, at 7:32 p.m. the meeting adjourned.

Susan Kluthe, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on January 14, 2019, 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.

Deputy City Clerk



CITY OF BELLEVUE

OFFICE OF THE MAYOR

210 W. Mission Avenue – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike

DATE: January 22, 2019

SUBJECT: Appointment to the Bellevue Planning Commission

Please consider for appointment to the Planning Commission.

Todd Aerni
5159 Waterford Ave Circle
Papillion, NE 68133
402-981-8365

He will serve the remaining term of Tara Baumgartner who recently resigned, with his term ending August 2020.

🔍 Reply all | ▾ 🗑 Delete Junk | ▾ ...

Re: Planning Commission Appointment



Rusty Hike

Mon 1/14, 10:48 AM

Todd Aerni <tmaerni@gmail.com> ▾

🔍 Reply all | ▾

NOMINATION FROM RUSTY HIKE

Sent Items

Got it, thanks.

Sent from my iPhone

> On Jan 14, 2019, at 9:57 AM, Todd Aerni <tmaerni@gmail.com> wrote:
>
> Mayor Hike,
>
> I am writing to state my interest in the Bellevue Planning Commission Appointment.
>
> I feel my attached resume will provide you the details of my professional experience including over ten years of city government building and planning department positions.
>
> Please consider this request.
>
> Thank you,
>
> Todd M. Aerni
>
> 5159 Waterford Avenue Circle
> Papillion, NE 68133
> <Bellevue Planning Commission Resume.docx>

Objective To move the your organization into the future by combining my successful leadership, strong ethics, proven customer service, innovative and proactive public relation skills as a local government manager.

Experience Hillcrest Health Services (Facilities Management Director) 2014-Present
Responsible for developing and implementing systems of maintenance and environmental services for all properties, buildings, grounds, major movable equipment and vehicles that Hillcrest Health Services owns or manages. Provide planning, leadership, coordination and technical direction for company maintenance and environmental services teams through the effective team work of the Administrator, COO and VP of Facility Operations, VP of Home and Community Services, and CFO.

- Business Development
- Coordinating construction and renovation related projects
- Capital planning
- Efficient, effective, and proactive building maintenance and ES programs
- Overseeing grounds maintenance
- Vehicle fleet management
- Consistent and accurate procurement of equipment for building, grounds, maintenance, laundry and housekeeping systems
- Oversight of life safety code compliance related to buildings and grounds

City of Papillion, NE (Chief Building Official) 2007-2014

Responsible for the administration and operation of the City's permits, inspections and code enforcement process through planning, direction, coordination and technical activities and supervision over five employees as they pertain to the zoning, construction, alteration, renovation or repair of all structures and development within the city and surrounding jurisdictions.

- Expanded knowledge of community development & redevelopment
- Multiple municipal facility expansions and renovations
- Wide range of historic preservation knowledge
- Interpret city codes and regulations to owners, private contractors, government officials, businesses, and the general public
- Develop and administer city budget- \$16M General Fund/ \$48M Total
- Develop and administer capital budget
- Streamlined Code Enforcement procedures
- Strategic Planning
- Leadership and IT committee member
- Papillion Day's Parade Coordinator
- Papillion's Downtown Building Guidelines Author (See attached article)
- Papillion's Digital Stop Program Creator & Designer (See attached article)
- Papillion Extreme 5K Creator & Director (See attached article)

City of Lincoln, NE (Plans Examiner/ Building Inspector) 2004-2007

Responsible for review of construction plans to ensure conformance to adopted codes and other ordinances enforced by the City; perform field inspections and enforce municipal code provisions pertaining to public welfare, safety, public nuisance, building, property maintenance and structure design; explains regulations relating to municipal code provisions to the owners, private contractors, and the general public.

- Commercial and residential plan review and inspections
- Customer Service Center
- Expanded knowledge of community development
- Wide range of historic preservation knowledge
- Maintain department archives and records retention

Vantage Pointe Homes (Site Supervisor), Lincoln, NE 2002-2004

Responsible for site coordination on construction projects which included supervision over fifteen employees and multiple sub-contractors; primary responsibility was to ensure that construction occurred according to schedule and within budgetary guidelines without sacrificing quality; communicated time lines and budgetary constraints with all parties responsible for completing a phase of a project.

- Facilitate all permitting, regulatory processes and interaction with local governments, planning departments and building departments throughout the Midwest
- Punch list & Warranty

Lyon Enterprises LLC (Draftsman/ Site Supervisor), Lincoln, NE 2000-2002

Responsible for all drafting related services and for site coordination on construction projects which included multiple sub-contractors; primary responsibility was to ensure that construction occurred according to the design, schedule and within budgetary guidelines without sacrificing quality. Lyon Enterprises consists of four companies in one. Dennis J. Lyon Architects is a full service architectural firm. Lyon Construction provides quality construction and construction management. The Plan Man is a contract drafting service providing residential and commercial plans, and related graphic arts. Keystone Homes designs and builds custom homes.

- Facilitate all permitting, regulatory processes and interaction with local governments, planning departments and building departments
- Commercial and residential drafting
- Finish carpentry
- Punch list & Warranty

Achievements Leadership ICMA Graduate
ICMA's Senior Executive Institute Graduate
Leadership Sarpy Graduate
Sarpy County Swim Club Board Member
"Suburban 40 under 40" Recipient
2010 Nebraska Code Official of the year
Southeast Community College Academic Advisor Committee
President of Nebraska Code Officials Association

Multiple International Code Council Certifications
Multiple National Incident Management System (NIMS), Incident Command System (ICS)
and FEMA Certifications

Education

Masters of Public Administration Degree-
Bellevue University, Bellevue, NE, January 2013

Bachelors of Science Degree in Management-
Bellevue University, Bellevue, NE, 2010

Associates of Science Degree in Architectural Engineering Technology –
Southeast Community College, Milford, NE, 2000

**Professional/
Community
Activities**

Nebraska Energy Code Collaborative committee member
American Planning Association member
International Facilities Management Association member
Colorado Chapter of the International Code Council member
American Association of Code Enforcement member
Nebraska Hunter Education instructor & youth deer hunting mentor
Habitat for Humanity volunteer
Youth soccer, basketball, and football coach
Sarpy County Citizen Corps member

**Interpersonal
Skills**

Maintain integrity in my public and private life
Building trust with citizens, customers, and employees
Leaving a lasting legacy
Energetic and hands-on

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1-28-19

CLAIMS FOR JANUARY 28, 2019

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MAYOR

LEAGUE OF NEBRASKA MUNICIPALITIES	MID-WINTER LEAGUE CONFERENCE	377.00
SMITH DAVIS INSURANCE INC	SURETY BONDS FOR ELECTED OFFICIALS	355.00
		<u>\$ 732.00</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	195.21
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	2,713.30
INDOFF	OFFICE SUPPLIES	25.32
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LaRUE DISTRIBUTING, INC	COFFEE SUPPLIES	302.17
LEAGUE OF NEBRASKA MUNICIPALITIES	MID-WINTER LEAGUE CONFERENCE	377.00
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	62.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	149.43
		<u>\$ 3,854.69</u>

CITY COUNCIL

LEAGUE OF NEBRASKA MUNICIPALITIES	MID-WINTER LEAGUE CONFERENCE-WELCH	377.00
LEAGUE OF NEBRASKA MUNICIPALITIES	MID-WINTER LEAGUE CONFERENCE-SHANNON	377.00
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	114.55
SMITH DAVIS INSURANCE INC	SURETY BONDS FOR ELECTED OFFICIALS	710.00
		<u>\$ 1,578.55</u>

LEGAL

ADAMS & SULLIVAN, PC	RETAINER-JANUARY 2019	5,850.00
ADAMS & SULLIVAN, PC	COB VS ABBOTT AND BPOA	1,773.75
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-102	2,681.25
ADAMS & SULLIVAN, PC	COB VS GUARDIAN TAX PARTNER	165.00
ADAMS & SULLIVAN, PC	COB VS BPOA LBOR MATTER	1,650.00
ADAMS & SULLIVAN, PC	COB VS CUSTOM FARMING	49.50
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2016-03	215.00
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-103	652.75
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2018-107	165.00
ADAMS & SULLIVAN, PC	COB VS EMPLOYMENT MATTERS	2,960.50
ADAMS & SULLIVAN, PC	COB VS FIRE DEPT ISSUES	1,113.75
ADAMS & SULLIVAN, PC	COB VS LB 840	892.50
ADAMS & SULLIVAN, PC	COB VS LITIGATION MATTES	742.50
ADAMS & SULLIVAN, PC	COB VS REDEVELOPMENT PROJECT	82.50
ADAMS & SULLIVAN, PC	COB VS SURPLUS PROPERTY	129.00
MARK A KLINKER	RETAINER-DECEMBER 2018	500.00
WOODS & AITKEN, LLP	LEGAL FEES	1,827.00
		<u>\$ 21,450.00</u>

CABLE

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	165.93
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	3,857.20
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	62.26
		<u>\$ 4,085.39</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	146.41
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	2,681.91
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	62.26
		<u>\$ 2,890.58</u>

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CLAIMS FOR JANUARY 28, 2019

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FINANCE/RISK MANAGEMENT/SAFETY

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	253.78
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	8,144.23
INDOFF	OFFICE SUPPLIES	124.93
LEAGUE OF NEBRASKA MUNICIPALITIES	MID-WINTER LEAGUE CONFERENCE	377.00
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	217.91
		\$ 9,117.85

LIBRARY

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	765.27
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	7,540.89
INDOFF	OFFICE SUPPLIES	274.48
INGRAM LIBRARY SERVICES	BOOKS	2,894.60
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	9.22
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	104.31
NEOPOST	REFILL POSTAGE METER	650.00
OCLC INC	MONTHLY ONLINE CATALOGING	1,308.45
RUFF WATERS	AQUARIUM MANAGEMENT	134.96
SHOWCASES	CD SUPPLIES	21.60
SUBURBAN NEWSPAPERS	RENEW SUBSCRIPTION	78.00
THE CLARK ENERSEN PARTNERS, INC	LIBRARY STUDY	37,860.27
		\$ 51,976.17

ADMINISTRATIVE SERVICES

BEST CARE EAP	EAP ANNUAL FEES-375 EMP	5,156.25
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	214.73
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	9,986.39
IDEAL PURE WATER COMPANY	BOTTLED WATER	54.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	280.17
MONTE EVANS	PHOTOGRAPH FOR PROMOTIONS	89.95
OMAHA WORLD HERALD CO	LEGAL AD	9.43
ONE SOURCE	BACKGROUND CHECKS	59.00
PAYROLL MAXX	INACTIVE CLIENT ACCESS FEE	360.00
SAM'S CLUB	EMPLOYEES CHRISTMAS LUNCHEON	328.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,793.26
		\$ 18,362.10

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	91.88
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	6,148.52
HGM ASSOCIATES INC	2017-2018 BRIDGE INSPECTIONS #4	1,235.82
HGM ASSOCIATES INC	2017-2018 BRIDGE INSPECTIONS #5 FINAL	654.21
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	155.65
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	8.91
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	33.99
		8,328.98

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	498.00
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	45.38
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	12,380.42
GRAINGER	SPRAY NOZZLE, SAFETY GLASSES, TOOLS	238.04
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	89.88
MARKING REFRIGERATION, INC	REPAIR/CLEAN ICE MACHINE	968.50

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CLAIMS FOR JANUARY 28, 2019

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PARKS (cont'd)

MAX I WALKER	UNIFORM PURCHASE	213.75
MENARDS	LED STRIPS, LIGHTS, PAINT SUPPLIES	259.89
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	342.43
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-9	728.80
NAT'L ARBOR DAY FOUNDATION	MEMBERSHIP DUES-T ADDISON	15.00
PAPILLION SANITATION	EMPTY CODE DUMPSTER	981.88
SOUTHERN CARLSON, INC	GUTTER CLEANER ATTACHMENT	16.40
TAB CONSTRUCTION	AMERICAN HEROES PARK-PHASE 6	658.66
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,357.92
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	BAR OIL	30.48
	\$	18,838.85

RECREATION

EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	2,109.96
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	62.26
NATIONAL RECREATION PARK ASSOCIATION	MEMBERSHIP DUES-2019	175.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	20.65
	\$	2,367.87

BUILDING MAINTENANCE

APOLLO REFRIGERATION & HEATING SYSTEMS	CHANGE FILTERS	388.50
BIG RED LOCKSMITHS	KEYS, REBUILD CYLINDER	92.00
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	3,738.80
CARPENTER PAPER CO	JANITORIAL SUPPLIES	377.79
CIACCIO ROOFING CORPORATION	ROOF REPAIR-SENIOR ENTER	241.44
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	8,083.14
HILLYARD	JANITORIAL SUPPLIES	78.40
HUGHES MULCH PRODUCTS	WOOD FIBER	1,600.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	14.75
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	200.90
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR	254.00
MAX I WALKER	UNIFORM PURCHASE	286.50
MENARDS	LOCKING CONNECTOR, HD PLUGS, BATTERIES,	1,662.37
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	217.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	739.96
NEBRASKA DEPARTMENT OF LABOR	ELEVATOR INSPECTIONS	240.00
OVERHEAD DOOR COMPANY	REPAIR GARAGE DOOR EYE	79.90
PLIBRICO REFRACTORY CONSTRUCTION	REPAIR BOILER FAULT, LEAKS	2,537.76
SUPPLYWORKS	JANITORIAL SUPPLIES	2,569.87
TRICO MECHANICAL SERVICES	HEAT SERVICE-LIBRARY	155.50
WESTLAKE ACE HARDWARE	TRAY LINER, CAULK, PAINT, SUPPLIES	147.70
	\$	23,707.19

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	22.69
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	1,506.62
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	89.57
PULVERENTE MONUMENT COMPANY, LLC	BLACK MAUS DOOR	50.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	69.06
WESTLAKE ACE HARDWARE	PUTTY KNIFE, EPOXY	8.38
	\$	1,808.58

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CLAIMS FOR JANUARY 28, 2019

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STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	572.50
ALFRED BENESCH & COMPANY	2019 OVERLAY PROJECTS	3,772.18
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	3,340.37
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	37,108.89
GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL EQUIPMENT	2,088.68
GUARD RAIL SYSTEMS CO	MOBILIZATION, REMOVE GUARDAIL	2,125.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	(10.00)
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	871.64
METRO LEASING	STREET SWEEPER #8714	10,408.22
METRO LEASING	FORD TRUCK F-250 (2)	12,750.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	945.20
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY	184.00
MICHAEL TODD & COMPANY	BLADES	1,648.71
MIDWEST RIGHT OF WAY SERVICES, INC	ROW SERVICES 552-NOV/DEC 2018	1,762.50
MIDWEST RIGHT OF WAY SERVICES, INC	MOW SERVICES 545-NOV/DEC 2018	595.00
MOBOTREX	LED MULTI COLOR BALLS	186.00
READY MIXED CONCRETE COMPANY	CONCRETE	941.50
RICHARD HERTZIG	REIMB TRAINING EXPENSES	178.50
SWAIN CONSTRUCTION INC	2018 CONCRETE PROJECTS	94,323.61
THOMPSON DREESSEN & DORNER	25TH ST IMPROVEMENTS #5	6,582.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,615.21
VIERREGGER ELECTRIC CO, OMAHA, NE	GENERATOR FOR POWER OUTAGE	1,061.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WILDWOOD LODGE	LODGING FOR TRAINING-HERTZIG	299.04
	\$	185,364.52

FLEET MAINTENANCE

911 CUSTOM, LLC	COMPUTER MOUNT AND ACCESSORIES	624.77
AA WHEEL & TRUCK SUPPLY, INC	T-CONNECTOR	42.72
ACTION BATTERIES UNLIMITED	BATTERIES	59.00
ALLIED OIL & TIRE COMPANY	OIL	1,232.77
ARROW TOWING	TOW CHARGE-HRDS	150.00
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, SWAY BAR KIT	410.22
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	313.08
BAUER BUILT	TIRES	2,055.14
BAXTER CHRYSLER DODGE JEEP	RADIATOR HOSES	64.20
BAXTER FORD	BRACKET, COVER DEFLECTORS, BUMPER	846.51
BELLEVUE TIRE & AUTO SERVICE	TIRES	536.08
BIG RIG TRUCK ACCESSORIES	LOAD RESISTORS	36.56
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	1,390.19
COLLECTIVE DATA, INC	ADDITIONAL CONCURRENT USER	1,500.00
CORNHUSKER INTERNATIONAL TRUCKS	HEATER CLAMP, TURN SIGNAL, MIRROR, CABLES, OIL PAN	1,164.87
DANIELSON / TECH SUPPLY	LIFE REPAIR IN FLEET SHOP	2,955.20
DANKO EMERGENCY EQUIPMENT	VALVE, HANDLE, VALVE CONVERSION KIT	2,987.21
EDWARDS CHEVROLET-CADILLAC	DOOR	54.02
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	19,510.81
FACTORY MOTOR PARTS CO	TRANSMISSION FLUID, PUMP ASSEMBLY, TRUCK SHOCK	464.35
FARM PLAN	OIL, FUEL PUMP, BLADES, CHAIN SPROCKET	795.09
GALVIN GLASS	REPLACE GLASS	103.40
GCR TIRES & SERVICE	ALIGNMENT	76.16
HOSE & HANDLING, INC	HOSE ASSEMBLY	46.53
INDOFF	OFFICE SUPPLIES	64.00
INLAND TRUCK PARTS CO	AIR BRAKE HOSE, AXLE PARTS	383.55

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FLEET MAINTENANCE (cont'd)

INTERSTATE BATTERIES	BATTERIES	1,038.57
J & J SMALL ENGINE SERVICE	FILE HANDLE, PARTS	36.32
JONES AUTOMOTIVE	REPAIR CORNER LIGHTS	222.78
KRIHA FLUID POWER CO	O-RINGS, FILE HANDLE, PARTS	142.48
LIBRA SAFETY PRODUCTS	LENS TOWELETTES	48.00
LOGAN CONTRACTORS SUPPLY	BRAKE PADS	142.75
MATHESON TRI-GAS INC	WELDING SUPPLIES	81.82
MATT RIEPLE	REIMB FOR CDL LICENSE	61.50
MAX I WALKER	UNIFORM PURCHASE	180.00
MENARDS	BATTERIES, SUPPLIES	26.17
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	466.95
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	116.66
NAPA AUTO PARTS	FLASHER, FILTERS, BRAKE MASTER CYLINDER, FITTINGS, CONDENSER	769.16
NEBRASKA ENVIRONMENTAL PRODUCTS	DIRT SHOE RUNNERS, HYD FILTLERS	485.33
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, HEX NUTS, TUBING CLAMPS, WASHERS	240.71
O'REILLY AUTOMOTIVE PARTS	CONTACT SET, HOOD SUPPORT, BULB, BRAKE LINE	103.72
PAUL LUCHT & SONS	ALIGNMENT	299.00
SERVICE EXPRESS CO	GAUGES FOR FIRE TRUCKS	393.82
SUPERIOR SIGNALS	LED AMBER, CLEAR HALOGEN	239.25
SUSPENSION SHOP	SPRINGS AND U BOLTS	974.56
TOYNE, INC	RED LIGHT, DOOR WEATHERSTRIP	229.40
TY'S OUTDOOR POWER & SERVICE	HAND GUARD	14.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	215.22
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	SUPPLIES, PEDAL THROTTLE, KEYS, PIPE CAP	25.75
WICK'S STERLING TRUCKS	PEDAL THROTTLE, SENSOR KITS	103.66
	\$	44,602.37

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH BILLING-DEC 2018	238,262.80
	\$	238,262.80

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	82.69
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	4,291.24
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	93.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	8.06
	\$	4,475.38

PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	APPROVAL STICKERS	310.65
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	110.26
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	13,320.66
IDEAL PURE WATER COMPANY	BOTTLED WATER	48.50
INDOFF	OFFICE SUPPLIES	279.80
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	376.07
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	10.77
MIKE CHRISTENSEN	ADVANCE FOR RAINING	280.50
STONEBROOK ROOFING	REFUND ON OVERPAYMENT FOR ROOF	3,276.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	414.86
	\$	18,677.61

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CLAIMS FOR JANUARY 28, 2019

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POLICE/CODE ENFORCEMENT

A&C TREE SERVICE	REMOVE TREE LIMBS	770.00
AaLL ABOUT TREES	REMOVE BROKEN LIMB IN TREE	1,075.00
AUTO BODY AUTHORITY	TOWING CHARGE	320.00
BELLEVUE FORT CROOK	RENT FOR K9 BUILDING-FEB 2019	1,200.00
BENEFIT PLANS	DISABILITY PAYMENTS: MD, JG, MG	6,078.31
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	2,012.16
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	230.42
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	63.62
CIOX - HEALTHPORT	SUBPEONA RECORD FOR INVESTIGATIONS	20.00
DH WIRELESS SOLUTIONS	ANTENNA FOR CRUISER	550.25
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	141,358.79
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JAN 2019	521.58
FBI NATIONAL ACADEMY ASSOCIATES, INC	MEMBERSHIP DUES-2019-DARGY	120.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	347.50
INDOFF	OFFICE SUPPLIES	404.27
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
J P COOKE COMPANY	POCKET STAMPS	98.40
JASON MELROSE	REIMB FOR TRAINING EXPENSES	229.50
JORDAN SPENCER	REIMB FOR TRAINING EXPENSES	178.50
LAFAYETTE INSTRUMENT CO	MEDICAL SUPPLIES	50.00
METAL LOGOS	REVISIONS FOR EXTERIOR VINYL DISPLAY	105.28
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	3,841.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	196.13
POWERDMS	POLICY MANUAL AND TESTING TRANSCRIPT	4,057.91
SHELL SUPER STORE	CRUISER WASH	18.75
SMITH DAVIS INSURANCE INC	NOTARY BONDS-MCDANIEL	40.00
SOUTHERN CARLSON, INC	RECIPROCAL SAW, CIRCULAR SAW	660.37
SPRINT	MONTHLY SERVICE-2019-1-5	125.22
TRAVELERS	LIABILITY CLAIM E7C0564	221.00
TRI-TECH FORENSICS, INC	EVIDENCE BAGS	99.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	10,231.58
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	38.97
	\$	175,413.86

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	125.84
BILLION CHEVROLET OF IOWA CITY	NEW 2011 CHEVY TAHOE REPAIR	2,327.00
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE-2019-1-3	1,723.57
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,849.68
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	64,562.43
GREAT PLAINS UNIFORMS	TACTICAL PANTS	99.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	146.64
MENARDS	HD SPRAYER	13.12
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	1,930.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-3	5,227.59
PAUL LUCHT & SONS	DEDUCTIBLE ENGINE REPAIR	4,681.54
SHRED-IT USA	SHREDDING SERVICE	144.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,607.23
WESTLAKE ACE HARDWARE	THREADLOCKER, SCREWDRIVER SET	16.48
	\$	90,454.18

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NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2019-1-1	1,033.85
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-JAN 2019	1,650.00
NEBRASKA DEPARTMENT OF REVENUE	SALES TAX-DEC 2018	93.99
NEOPOST USA INC	POSTAGE METER RENTALS	606.83
PM AM CORPORATION	ALARM FEES	2,860.00
SAM'S CLUB	DUES AND FEES	130.61
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-FEB 2019	13,133.40
		\$ 19,508.68

INFORMATION TECHNOLOGY

DELL MARKETING L.P.	DESKTOP COMPUTERS	4,464.48
GRAYBAR ELECTRIC	COMMUNICATION PARTS	1,052.33
ONE CALL CONCEPTS	LOCATES FOR IT	1.50
TJ CABLE	LOCATES FOR IT	100.00
		\$ 5,618.31

WASTEWATER

EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2019	9,469.49
HDR ENGINEERING INC	QUAIL CREEK LIFT STATION	12,280.81
GRAINGER	AIR SAFETY VALVE, COMPRESSOR	941.14
HAMMERHEAD	PUSH RODS, POINT REPAIRS	2,392.84
MENARDS	SHRINK TUBE, ELEC TAPE, SAWHORSE, COUPLER, TOOLS	603.75
METLIFE - GROUP BENEFITS	DENTAL INSURANCE-JAN 2019	373.55
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-1-4	860.57
OLSSON ASSOCIATES	LEAWOOD LIFT STATION ABANDONMENT #4	7,035.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	989.05
		\$ 34,946.20

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-DEC 2018	2,983.50
BELLEVUE JR SPORTS ASSOCIATION	BJSA SCHOLARSHIP PROGRAM	1,620.00
HEARTLAND FAMILY SERVICE	2017-2018 HOUSING NAVIGATOR	6,362.64
OMAHA WORLD HERALD	LEGAL AD	32.39
PROJECT HOUSEWORKS	CRITICAL & EMERGENCY HOME REPAIR	35,692.45
PROJECT HOUSEWORKS	2016-2017 REBUILD TOGETHER	8,900.32
		\$ 55,591.30

TOTAL CLAIMS FOR JANUARY 28, 2019 **\$ 1,042,014.01**

TOTAL PAYROLL FOR JAN 11, 2019 **\$ 1,164,462.48**

9a
1-28-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	01/28/19	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input checked="" type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>
SUBMITTED BY:			
Sabrina Ohnmacht, City Clerk			

SUBJECT:

SDL Application - Knights of Columbus Council 11879 (St. Matthew's Parish)

SYNOPSIS:

SDL Applications for KoC Council 11879 of St. Matthew's to sell beer and wine during Lenten Fish Fries in the Parish Center at 12210 South 36th Street, from 5:00 to 8:00 p.m., on March 8th, 15th, 22nd, 29th and April 5th & 12th.

FISCAL IMPACT:

On Day License Fee -- \$40.00 times 6 = \$240

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

The Police have reviewed the application (see attached). Request Council approval.

BACKGROUND:

Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

n/a

n/a

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Knights of Columbus Council 11879 (St. Matthew's Parish)

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	3/8/18	3/15/19	3/22/19	3/29/19	4/5/19	4/12/19
Event Date(s):						
Event Start Time(s):	5:00	5:00	5:00	5:00	5:00	5:00
Event End Time(s):	8:00	8:00	8:00	8:00	8:00	8:00

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue NE

Indoor area to be licensed in length & width: 125 X 100

Outdoor area to be licensed in length & width: N/A X (Diagram Form #109 must be attached)

Type of Event: Lenten Fish Fry Estimate # of attendees: 350

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Patrick Brennan Event Contact Phone Number: (402) 740-5850

Event Contact Email: patrickjbrennan@cox.net

*Signature Authorized Representative: Patrick J. Brennan Printed Name Patrick J. Brennan

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

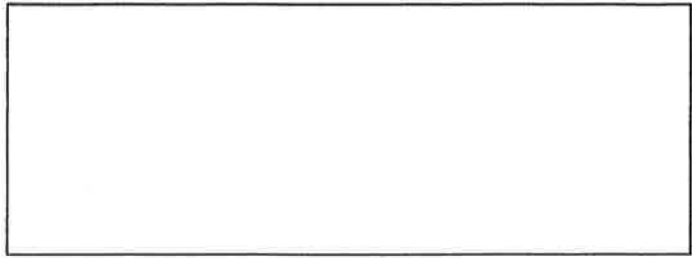
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER

David B. Boone
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

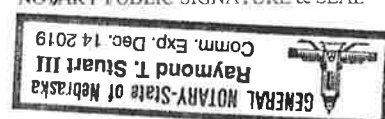
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS

12th

DAY OF

January 2019

Raymond T. Stuart III
NOTARY PUBLIC SIGNATURE & SEAL



**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 01-28-19 Due to City Clerk: by noon 01-23-19

APPLICANT: St. Matthew Knights of Columbus Council 11879 dba SAME

LOCATION/ADDRESS: 11210 South 36th Street, Bellevue, NE 68123

REQUESTED ACTION: Approval of six Special Designated Liquor Licenses each
Friday from 5:00 to 8:00 P.M. from March 8 thru April 12, 2018, for Lenten Fish Fries.

Supervisor: David Boone

Phone #: 402.740.5850

E-mail: dbruceb@cox.net

COMMENTS:

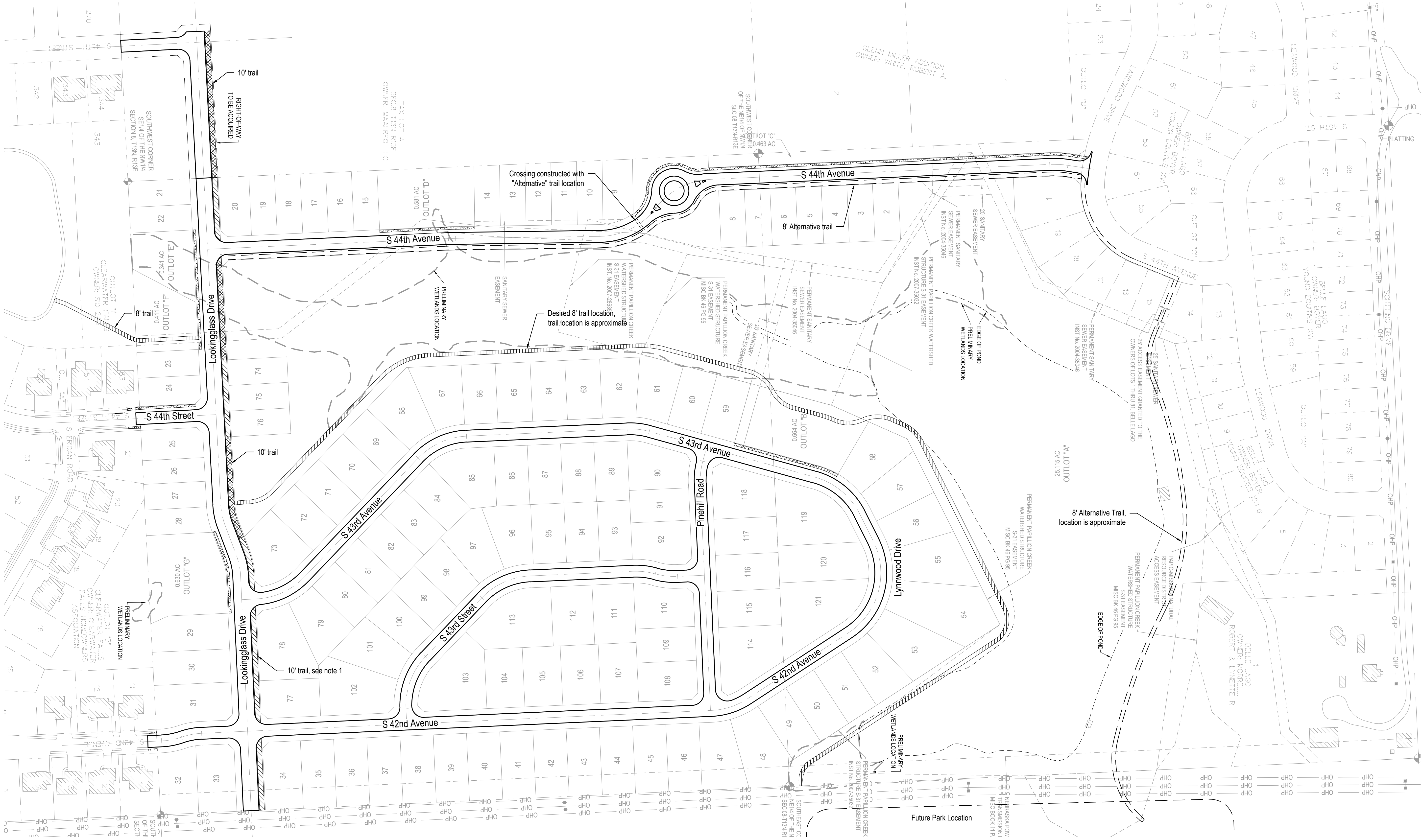
ITF - ✓

LAWS - ✓

WATTS - ✓

Approved 1-18-19

Sgt. Pat D

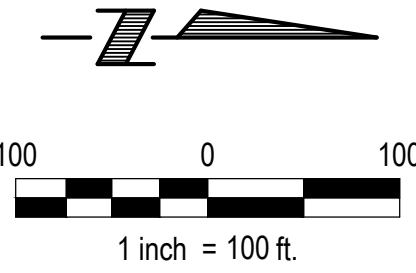


NOTE

- 10' trail at lot frontage shall be paid 1/2 by lot owner and 1/2 by the S.I.D.

LEGEND

- 10' - Trail at lot frontage
- 10' - Trail at outlet frontage
- 8' - Alternative Trail Location
- 8' - Trail, Desired location
- 5' - Sidewalk



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



BELLE LAGO SOUTH
BELLEVUE, NEBRASKA

TRAIL EXHIBIT

Proj No:	Revisions		Date	Description
	Δ			
P2016.090.001	1	1/7/2019	MAW	Added alternative alignment
	2	1/24/2019	ASB	Removed note related to O.L. C
Drawn By:	ASB		ASB	
Scale:	AS SHOWN		AS SHOWN	
Sheet:	1 of 1		1 of 1	

12/20/18 9:42 AM K:\Projects\2016\090\001\Engineering\CAD\Sheet\Trail\Trail.dwg Preliminary Plot - 100 mg
Jared Zaherman

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a & 11a.1
1-28-19

COUNCIL MEETING DATE:	January 14, 2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
SUBMITTED BY:		ORDINANCE <input checked="" type="checkbox"/>
Chris Shewchuk, Planning Director <i>CMS</i>		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single-family residential development. Applicant: Boyer-Young Development. General Location: Southeast of 48th Street and Capehart Road.

SYNOPSIS:

Dave Vogtman, for Boyer-Young Development, is requesting approval of a change of zone from AG and RG-50-PS to RG-50-PS for single-family residential development. The zoning change includes a reduction in setbacks which will match those approved in the Belle Lago subdivision. The development will include both smaller "villa" lots as well as "traditional" single-family lots. The preliminary plat of this area will be on the Council agenda for public hearing along with the second reading of the ordinance.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Dave Vogtman, for Boyer-Young Development, is requesting approval of a change of zone and preliminary plat for Lots 1-121 and Outlots A-G, Belle Lago South. The current zoning on the property is AG and RG-50-PS; the proposed zoning on this property is RG-50-PS. The RG-50-PS zoning corresponds with the existing zoning in the Belle Lago subdivision adjacent to this development on the north. The western portion of Belle Lago South will be a continuation of the "villa" type residences found in Belle Lago, while the eastern part of Belle Lago South will be more traditional types of homes. The development will include a trail system connecting to Clearwater Falls to the south and to Belle Lago and a proposed neighborhood/community park to the north. The portion of Lookingglass Drive within the development will be a collector street, and will ultimately be part of a collector street which will connect 36th Street to 48th Street. As part of this development, the SID is required to acquire land outside of its boundaries in order to provide a street connection to 45th Street.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Change of Zone Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

Sam E. Rice

FINANCE APPROVAL:

Timothy J. B. [Signature]

LEGAL APPROVAL:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Boyer Young Development

GENERAL LOCATION: Southeast of 48th Street and Capehart Road

CASE #'s: Z-1809-07 and S-1809-08

CITY COUNCIL HEARING DATE: January 28, 2019

REQUEST: to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South. Applicant: Boyer Young Development Company. General Location: Southeast of 48th Street and Capehart Road. Case #'s: Z-1809-07 and S-1809-08.

On December 20, 2018, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

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

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey						Perrin
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Cutsforth						
	Ritz						
	Smith						

Planning Commission Hearing (s) was held on: December 20, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1809-07
S-1809-08

FOR HEARING OF:
REPORT #1: December 20, 2018
REPORT #2: January 28, 2019

I. GENERAL INFORMATION

A. APPLICANT:

Boyer-Young Development
Attn: Dave Vogtman
9719 Giles Road
LaVista, NE 68128

B. PROPERTY OWNERS:

Boyer-Young Development
Attn: Dave Vogtman
9719 Giles Road
LaVista, NE 68128

Lewis Holdings, LLC
Attn: Kenneth D. Lewis
21320 W. 115th Street
Olathe, KS 66061

C. GENERAL LOCATION:

Southeast of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single family residential development
2. Preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 65 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Vacant (Belle Lago), RG-50-PS
- 2. **East:** Vacant, AG
- 3. **South:** Single Family Residential, RS-72-PS
- 4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.

2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.

3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a

platting of Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. On November 13, 2017, the City Council approved the aforementioned request.

4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South.

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There are approximately 1,400 vehicles per day near the intersection of 48th Street and Capehart Road per the 2014 MAPA Traffic Count data. This is the most current traffic information available for this area.
2. Access will be from South 44th Avenue, as well as extensions of South 42nd Avenue and South 44th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Dave Vogtman, on behalf of Boyer Young Development Company, has submitted a request to preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South, for the purpose of single family residential development.
2. The applicant is also requesting a change in zone from AG and RG-50-PS to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision) for Lots 1 through 121, and Outlots A through G, Belle Lago.

The setbacks in the RG-50-PS zone would be as follows:

Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet
Street Side Yard	15 feet

The standard front yard setback in the RG-50 zoning district is 35 feet, with a rear yard of 25 feet. The requested setbacks are the same setbacks which were approved for the adjacent Belle Lago subdivision. The applicant's justification letter is attached.

The proposed lots range in size from approximately 6,500 square feet for the smaller lots, to over 10,000 square feet for some of the larger lots. This exceeds the minimum lot size of 5,000 square feet.

3. The applicant has indicated this development will consist of smaller, villa-type housing along the western portion of the subdivision (near South 44th Avenue), with larger single family residences throughout the remainder of the property.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, Bellevue Public School District, and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County GIS/911 had comments pertaining to the proposed street names. The applicant's engineer has made all of the suggested revisions. The Public Works Department requested technical revisions to the preliminary plat, paving exhibit and profiles, storm sewer, and sanitary sewer.

No other comments were received on this case.

5. The Public Works Managing Engineer has reviewed the grading and drainage plans for this proposed development and found them to be acceptable. Detailed engineering plans will continue to be reviewed as the project progresses.

6. The access for this development will be from newly created South 44th Avenue through the Belle Lago subdivision, as well as extensions of South 42nd Avenue and South 44th Street. Future access points will be constructed as adjacent development occurs.

Access is also being proposed through the vacant ground to the west and connecting to South 45th Street. This access is being proposed in lieu of staff's original suggestion of making South 44th Avenue a collector street. The Public Works Department does approve of the proposed access. Lookingglass Drive will serve as a collector street, which will eventually connect developments from 36th Street to 48th Street.

As of the date of this report, the applicant's engineer and attorney had begun discussions with the adjacent landowner for the purpose of facilitating the South 45th Street connection.

7. This plat will be developed as a Sanitary and Improvement District. A draft copy of the Subdivision Agreement has been submitted by the applicant and is under review. A final draft will be submitted with the final plat.

8. Due to the size of the development, a park is not proposed for this subdivision. The Parks Department has previously indicated small neighborhood parks are not desirable in every subdivision due to maintenance issues; instead, staff will plan for larger community parks in this area.

The applicant is proposing a 10' wide trail along Lookingglass Drive. This trail will eventually be carried to the east and west as adjacent development occurs. This east/west trail will eventually connect to the proposed 10' wide trail as part of the 36th Street widening project, as well as the existing trail along South 48th Street. An 8' wide trail is also proposed through Outlots A and F. This trail would connect the development to the existing Clearwater Falls trail to the south. It also provides a future connection to the east. The developer is proposing two possible locations for the trail through Outlot A. Please refer to the attached trail exhibit. The developer needs to work around a wetlands area, and will likely not know the best placement for the trail until more fieldwork is completed to verify wetland

boundaries. Language will be built into the Subdivision Agreement regarding the trail plan. The Subdivision Agreement will be reviewed by the City Council as part of the final plat process.

Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$55,675; however, as the trail plan is finalized, this amount will most likely decrease to reflect a credit for that infrastructure.

9. This development is compatible with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Preliminary plat received December 11, 2018
4. Zoning justification letter from Mark Westergard, E & A Consulting Group Inc., received September 21, 2018
5. Trail plan received January 24, 2019

VII. COPIES OF REPORT TO:

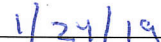
1. Boyer-Young Development Company (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request



Prepared by:



Planning Director

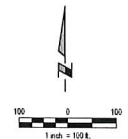
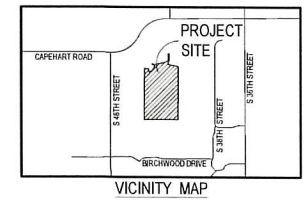


Date of Report

BELLE LAGO SOUTH

LOTS 1 THRU 121 & OUTLOTS "A" THRU "G" INCLUSIVE

A TRACT OF LAND LOCATED IN LOTS 20 THRU 22, OUTLOTS "B", "C" AND "D", BELLE LAGO, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08 ALONG WITH THE SE 1/4 OF THE NW 1/4 OF SECTION 08, ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENTS
 - EXIST. MAJOR CONTOURS
 - EXIST. MINOR CONTOURS
 - EXISTING BUILDING
 - EXIST. OVERHEAD POWER LINE
 - EXIST. EDGE OF ROAD
 - EXIST. SANITARY SEWER LINE

RD-54PS ZONING SETBACK TABLE	
FRONT YARD	25
SIDE YARD	5
STREET SIDE YARD	15
REAR YARD	25

CENTERLINE CURVE TABLE	
CURVE	RADIUS
1	150.00'
2	150.00'
3	500.00'
4	150.00'
5	150.00'
6	200.00'
7	150.00'
8	150.00'
9	150.00'
10	150.00'
11	150.00'
12	150.00'
13	150.00'
14	150.00'
15	150.00'
16	150.00'
17	150.00'
18	150.00'
19	150.00'

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOTS 20 THRU 22, OUTLOTS "B", "C" AND "D", BELLE LAGO, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF SECTION 08 ALONG WITH THE SE 1/4 OF THE NW 1/4 OF SECTION 08, ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAD TRACT OF LAND CONTAINS 2,874.193 SQUARE FEET OR 65.522 ACRES, MORE OR LESS.

OWNER
LEWIS HOLDINGS LLC
2322 W 15TH ST
OLATHIE, KS 66061

OWNER
BOYER YOUNG EQUESTRIAN BELLE LAGO, LLC
8714 GILES RD
LA VISTA, NE 68120

DEVELOPER
BOYER YOUNG DEVELOPMENT COMPANY
8714 GILES RD
LA VISTA, NE 68120

ZONING: RD-54PS

EXISTING: RD-54PS

PROPOSED: RD-54PS, LOTS 1 THRU 122, OUTLOTS "A" THRU "G"

NOTES:

- TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL CROSSING STREETS.
- THE CHAMBERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT (15') FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS "A", "B", "C", "D", "E", "F", "G" AND "H" SHALL BE OWNED BY THE SANITARY AND IMPROVEMENT DISTRICT. A SHALL BE TRANSFERRED TO THE HOMEOWNERS ASSOCIATION PRIOR TO ANNEXATION.
- OUTLOTS "B", "C", "D", "E", "F", "G" AND "H" ARE TO BE USED FOR A PERMANENT PUMP BASIN. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IS GRANTED OVER ALL OF OUTLOTS "B", "C", "D", "E", "F", "G", "H" AND "I" SHALL BE OWNED BY THE SANITARY AND IMPROVEMENT DISTRICT. A SHALL BE TRANSFERRED TO THE HOMEOWNERS ASSOCIATION PRIOR TO ANNEXATION.
- OUTLOT "C" SHALL BE USED AS A GRADING & BUFFER EASEMENT. OUTLOT "C" SHALL BE OWNED BY THE DEVELOPER.
- LOT 20 DRIVEWAY SHALL ONLY HAVE ACCESS TO LAKEWOOD DRIVE.
- LOT 20 DRIVEWAY SHALL ONLY HAVE ACCESS TO S. 4TH AVENUE.
- LOTS 24, 25, 31, AND 37 DRIVEWAYS SHALL ONLY HAVE ACCESS TO LOOKINGGLASS DRIVE.
- LOTS 23, 34, AND 103 DRIVEWAYS SHALL ONLY HAVE ACCESS TO S. 4TH AVENUE.
- LOTS 73 AND 78 DRIVEWAYS SHALL ONLY HAVE ACCESS TO S. 4TH AVENUE.
- LOTS 96, 97, 108, 110, 114, AND 118 DRIVEWAYS SHALL ONLY HAVE ACCESS TO FINEHILL ROAD.
- LOT 122 DRIVEWAY SHALL ONLY HAVE ACCESS TO S. 4TH STREET.

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	13,238	32	8,894	63	9,166	94	8,750
2	6,480	33	11,373	64	9,166	95	8,750
3	6,480	34	11,373	65	9,166	96	13,936
4	6,480	35	9,971	66	8,828	97	14,497
5	6,480	36	9,971	67	10,371	98	9,249
6	6,480	37	9,971	68	12,343	99	8,750
7	6,480	38	9,971	69	9,178	100	8,254
8	6,480	39	9,971	70	9,177	101	19,796
9	8,166	40	9,964	71	9,177	102	13,968
10	7,231	41	9,967	72	9,177	103	13,258
11	7,748	42	9,960	73	12,254	104	13,500
12	7,688	43	9,967	74	9,750	105	12,090
13	6,968	44	9,964	75	9,750	106	12,090
14	6,979	45	9,962	76	9,750	107	12,090
15	6,750	46	9,961	77	9,922	108	12,132
16	6,750	47	11,884	78	19,605	109	8,957
17	6,750	48	10,175	79	19,166	110	12,762
18	6,750	49	9,450	80	8,828	111	12,906
19	6,750	50	9,450	81	9,762	112	12,906
20	7,688	51	9,450	82	8,750	113	15,243
21	7,231	52	9,962	83	9,750	114	14,230
22	7,231	53	10,758	84	9,244	115	15,296
23	7,231	54	21,580	85	12,250	116	12,528
24	7,722	55	10,694	86	8,750	117	12,528
25	8,242	56	10,693	87	8,750	118	13,165
26	8,500	57	11,111	88	8,750	119	17,564
27	7,623	58	12,303	89	8,750	120	14,437
28	11,260	59	9,450	90	11,414	121	19,840
29	11,260	60	9,450	91	8,828		
30	11,260	61	10,967	92	10,688		
31	13,231	62	9,750	93	8,828		

RECEIVED
DEC 11 2018
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10001 W. 15th Street, Suite 100, Omaha, NE 68144
Phone: 402.896.4700 Fax: 402.896.2599
www.eandagroup.com



BELLE LAGO SOUTH
LOTS 1 THRU 121 & OUTLOTS "A" THRU "G" INCLUSIVE
BELLEVUE, NEBRASKA

PRELIMINARY PLAT

DATE	BY	REVISION
12/11/2018	AMM	1. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	2. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	3. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	4. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	5. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	6. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	7. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	8. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	9. PREPARED FOR CITY COMMISSIONERS
12/11/2018	AMM	10. PREPARED FOR CITY COMMISSIONERS



E & A CONSULTING GROUP, INC.

Engineering Answers

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

September 21, 2018

Tammi Palm
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

RECEIVED

SEP 21 2018

PLANNING DEPT.

RE: Belle Lago South – Planned Subdivision District Zoning Justification Letter

Dear Tammi,

The proposed Belle Lago South development zoning is proposed to be RG-50-PS. The proposed changes to the RG-50 zoning shall be a reduced front setback from 35 feet to 25 feet and a reduced rear setback from 25 feet to 20 feet. This development meets multiple categories within Section 5.17.03 (1-4) of the City of Bellevue Zoning Ordinance, our Justification is as follows:

5.17.03 (1) – This section of ground has a future land use designation of Medium Density Residential. RG-50 zoning should fit within this designation and thus fits the proposed character of this portion of the City of Bellevue's ETJ and thusly shouldn't adversely affect neighboring properties. The minimum lot size for RG-50 is 5000 sq. ft. The smallest single family lots proposed in the Belle Lago South development are 6480 sq. ft with many of the more standard shaped lots exceeding 8000 sq ft and oddly shaped lots exceeding 10,000 sq. ft as the development moves further west. Furthermore, the narrowest lots abut the lake and not adjacent properties.

The density of the proposed single family lots is roughly 4.4 lots per acre due to the developable acres lost to the lake. This density is well within the range of medium density developments, again meeting the future land use plan for the City of Bellevue.

5.17.03 (2) – The designation of the planned subdivision allows this development to better fit the topography and space limitations on this proposed property. This property is quite narrow due to the lake and drainageway located within the property. This limits the depth that the lots can be built to, making the standard setbacks of the RG-50 zoning district too restrictive for the style homes proposed within this development. The floorplans of the house styles that will be developed in this neighborhood will not fit on many of the lots within this development due to the reduced depth achievable without reducing the front and rear yard setbacks.

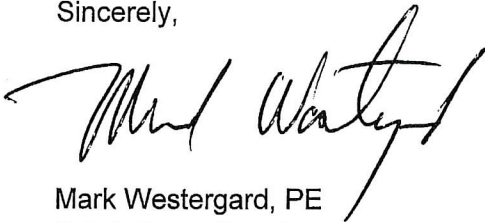
The current rate that the cost of construction is going up is outpacing any increase in the valuation of homes. Valuations needed to make these SIDs work struggle to increase fast enough to keep up with these increased cost. Because of this, finding ways to best utilize the land available on a given development is important. Solving the debt ratio difficulties for SIDs cannot simply be a situation where we try build higher priced, larger homes. This will quickly stymie growth by only making new home construction available to a smaller pool of

wealthier individuals. New developments are needed with diverse home costs to provide opportunities for the widest range of citizen's to achieve their dreams of home ownership.

5.17.03 (3) – This development will not be a typical single-family neighborhood in that the west 31 homes on the west side of the lake are planned to be a small villa community made up of several different ranch style homes that will include mowing, snow removal, etc as a part of living there. This style of development is often more desirable with reduced lot size that often isn't considered a benefit to the target market. This villa community also creates a different market that is not currently available in the area. The access to the lake will also make this a unique development. As mentioned above, the development has been planned out so that the narrowest lots abut the lake area and not adjacent properties.

5.17.030 (4) – We do not feel that the reduced front and rear yard setbacks that are being requested for this development should be considered to be for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation and is aimed at a different market than is currently available within the existing and proposed developments along 48th Street. As mentioned in Section 2, the request is not being made to create more lots, but to develop workable lots within the physical restraints of the site.

Sincerely,







Mark Westergard, PE
E & A Consulting Group, INC.

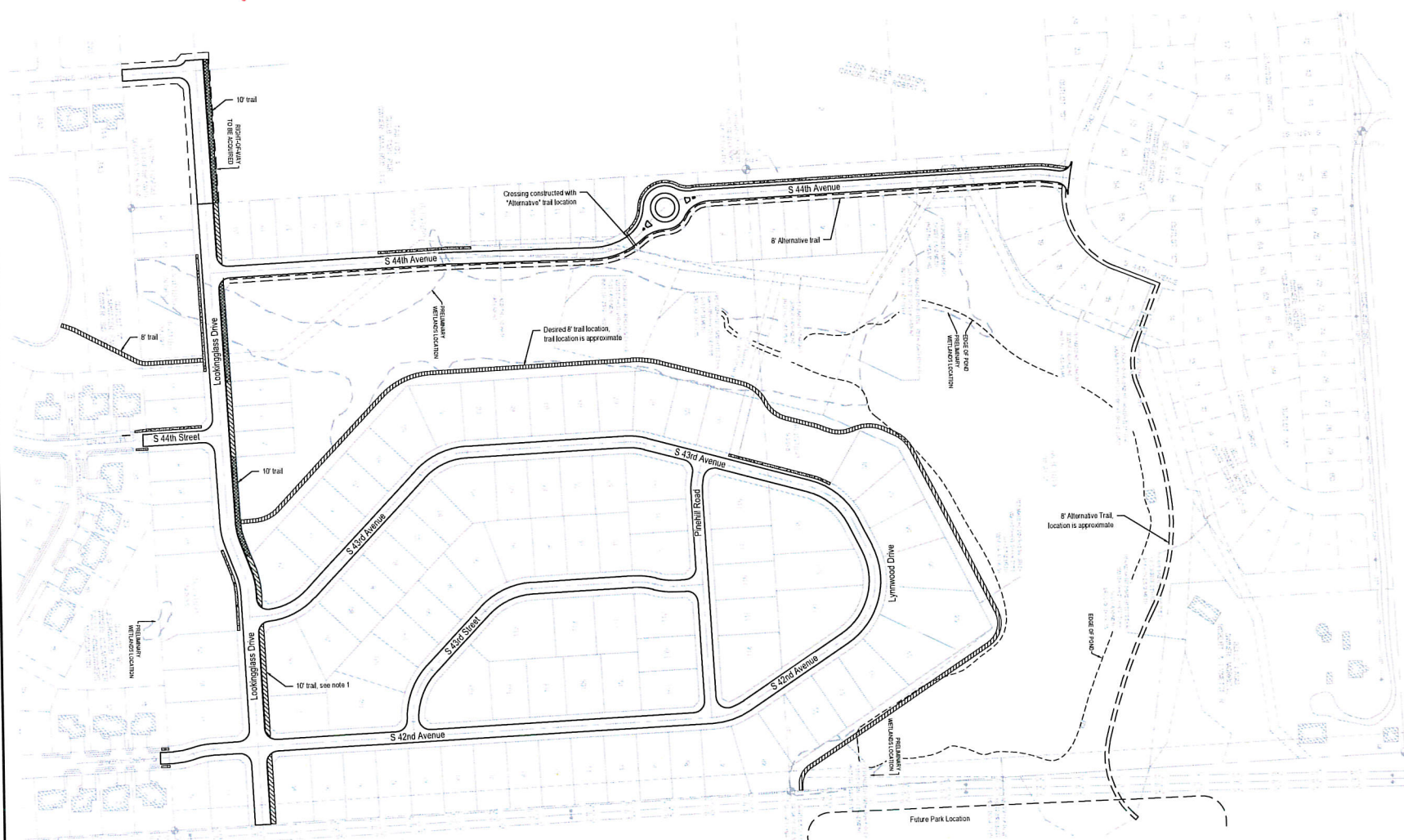
RECEIVED
SEP 21 2018
PLANNING DEPT.

JAN 24 2019

RECEIVED

1. 10' trail at lot frontage shall be paid 1/2 by lot owner and 1/2 by the S.I.D.

	10' - Trail at lot frontage
	10' - Trail at outlet frontage
	8' - Alternative Trail Location
	8' - Trail, Desired location
	5' - Sidewalk



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BELLE LAGO SOUTH
BELLEVUE, NEBRASKA

TRAIL EXHIBIT

Request No.	PT218 890 581
Date	12/15/2018
Disrupted By	MANV
Disrupt By	AISE
Scale	A5 SHOWN
Sheet	1 of 1

Sheet: 1 of 1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 48th STREET 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:

Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, Outlots B, G, and H, Belle Lago, and a platting of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RG-50-PS (General Residence, 5,000 Square Foot Zone) to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision)

(Boyer-Young Development)

Section 2. This ordinance shall not take effect until such time as the final plat of Belle Lago South is filed with the Sarpy County Register of Deeds in accordance with Sections 4-10 and 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2019.

APPROVED AS TO FORM:

City Attorney

ATTEST

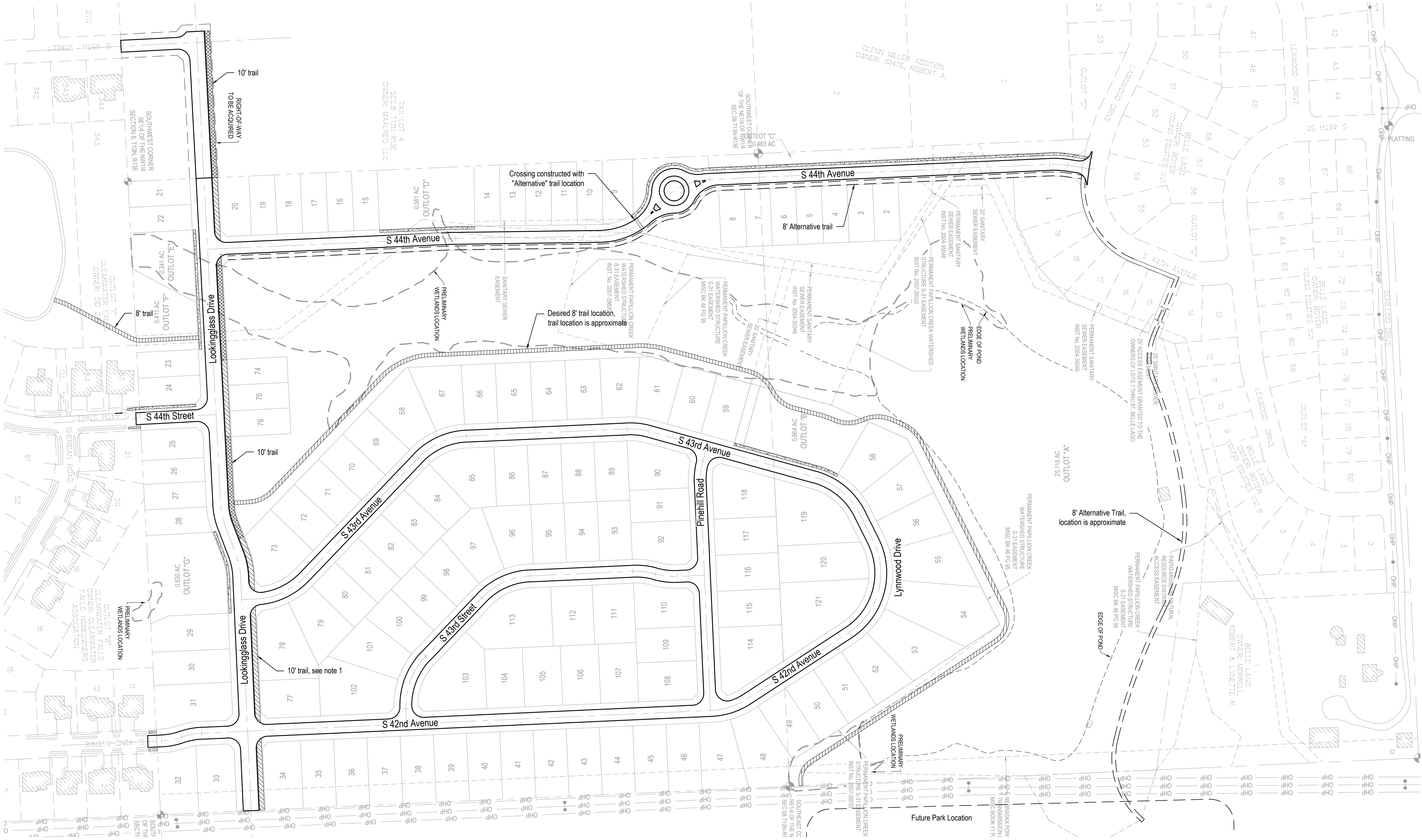
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

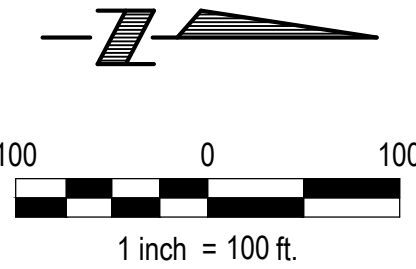


NOTE

- 10' trail at lot frontage shall be paid 1/2 by lot owner and 1/2 by the S.I.D.

LEGEND

- 10' - Trail at lot frontage
- 10' - Trail at outlet frontage
- 8' - Alternative Trail Location
- 8' - Trail, Desired location
- 5' - Sidewalk



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



BELLE LAGO SOUTH
BELLEVUE, NEBRASKA

TRAIL EXHIBIT

Proj No:	Revisions		Date	Description
	Δ			
P2016.090.001	1	12/19/2018	MAW	Added alternative alignment
	2	1/24/2019	ASB	Removed note related to O.L. C
Drawn By:	ASB			
Scale:	AS SHOWN			
Sheet:	1	of	1	

12/20/18 10:42 AM K:\Projects\2016\090\001\Engineering\CAD\Sheet\Trail\Trail.dwg Preliminary Plot - 100 mg
Jared Zaherman

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

116
2-28-19

COUNCIL MEETING DATE:	01/14/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE	<input checked="" type="checkbox"/>	
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Issuance of Highway Allocation Fund Pledge Bonds, Series 2019, in an amount not to exceed \$3,715,000.

SYNOPSIS:

The City of Bellevue will issue up to \$3,715,000 of bonds to refund costs of 2018 street paving.

FISCAL IMPACT:

Positive effect on cash flow due to reimbursement of paving costs which were expended from General Fund cash during 2018.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

City budgeted an issuance of \$5,000,000 in bonds for FYE2019.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name: [Fund-Dept-Project-Subproject-Funding Source-Cost Center]

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance _____, authorizing and providing for issuance of highway allocation fund pledge bonds, series 2019, in an amount not to exceed \$3,715,000.00.

@ next mtg.

BACKGROUND:

During 2018, the city made multiple street improvements and paid the associated costs out of general funds. This bond reimburses the general fund of the City.

ATTACHMENTS:

1	Ordinance	4	
2	Projected Bond Amortization Schedule	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: _____

FINANCE APPROVAL: _____

LEGAL APPROVAL: _____

[Handwritten signatures]

ORDINANCE NO. 3926

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2019 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,715,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the “**Project**”), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City’s Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that the City has no other funds on hand for the cost of such improvements; that funds are required by the City with respect to the Project, in an amount not less than \$3,715,000; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ended September 30, 2018 totaled \$4,791,018 and the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2019 are expected to total \$5,264,484; that the City currently has outstanding its Highway Allocation Fund Pledge and Refunding Bonds, Series 2017, issued in the original principal amount of \$3,900,000, date of original issue – December 28, 2017 (the “**Outstanding Bonds**”) and the Outstanding Bonds are the only bonds the City currently has outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the Outstanding Bonds and the Bonds as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds, Series 2019 (the “**Bonds**”) in the principal amount of not to exceed \$3,715,000 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying a portion of the costs of the Project, as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$3,715,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "**Underwriter**"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "**Authorized Officer**") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "**Designation**"), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,715,000, and the final maturity date, which shall not be later than December 15, 2030, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an "**Interest Payment Date**") from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the "**Record Date**") subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes,

the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2019**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The **CITY OF BELLEVUE, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to _____, 20__, shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after _____, 20__ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole

and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of paying the costs of certain street improvements and related improvements in the City, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner’s attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the Bond Register kept by the
Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Bond in every particular.

Medallion Signature Guarantee:

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the "**Representation Letter**") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "**Bond Participant**") or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a "**Beneficial Owner**") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

Section 7. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer

and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 9. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

Section 10. For the prompt payment of the Bonds and the Outstanding Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "**Fund**"), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. The pledge provided for in this section for the Bonds and the Outstanding Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the Outstanding Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds and the Outstanding Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same fall due (including mandatory sinking fund redemptions).

Section 11. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

Section 12. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations.”

Section 13. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

Section 14. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption

prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 18. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 19. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED: _____, 2019.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

PROJECTED
AMORT



BOND DEBT SERVICE

THE CITY OF BELLEVUE, NEBRASKA HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2019 New Money Project

Assumes Non-Rated, BQ, 2030 Final Maturity, Wrapped Level Aggregate Debt Service
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2019			26,563.33	26,563.33	
09/30/2019					26,563.33
12/15/2019	150,000	1.950%	45,975.00	195,975.00	
06/15/2020	155,000	2.000%	44,512.50	199,512.50	
09/30/2020					395,487.50
12/15/2020	145,000	2.050%	42,962.50	187,962.50	
06/15/2021	145,000	2.100%	41,476.25	186,476.25	
09/30/2021					374,438.75
12/15/2021	145,000	2.150%	39,953.75	184,953.75	
06/15/2022	150,000	2.200%	38,395.00	188,395.00	
09/30/2022					373,348.75
12/15/2022	150,000	2.250%	36,745.00	186,745.00	
06/15/2023	150,000	2.300%	35,057.50	185,057.50	
09/30/2023					371,802.50
12/15/2023	150,000	2.350%	33,332.50	183,332.50	
06/15/2024	150,000	2.400%	31,570.00	181,570.00	
09/30/2024					364,902.50
12/15/2024	225,000	2.450%	29,770.00	254,770.00	
06/15/2025	230,000	2.500%	27,013.75	257,013.75	
09/30/2025					511,783.75
12/15/2025	230,000	2.550%	24,138.75	254,138.75	
06/15/2026	235,000	2.600%	21,206.25	256,206.25	
09/30/2026					510,345.00
12/15/2026	240,000	2.650%	18,151.25	258,151.25	
06/15/2027	240,000	2.700%	14,971.25	254,971.25	
09/30/2027					513,122.50
12/15/2027	250,000	2.750%	11,731.25	261,731.25	
06/15/2028	245,000	2.800%	8,293.75	253,293.75	
09/30/2028					515,025.00
12/15/2028	45,000	2.850%	4,863.75	49,863.75	
06/15/2029	45,000	2.900%	4,222.50	49,222.50	
09/30/2029					99,086.25
12/15/2029	120,000	2.950%	3,570.00	123,570.00	
06/15/2030	120,000	3.000%	1,800.00	121,800.00	
09/30/2030					245,370.00
	3,715,000		586,275.83	4,301,275.83	4,301,275.83

Red-lined

HC
1-28-19

ORDINANCE NO. 3927

AN ORDINANCE TO AMEND SECTIONS 2-26 AND 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE TIME AND LOCATION OF REGULAR CITY COUNCIL MEETINGS, AND THE PREPARATION OF THE AGENDA FOR REGULAR COUNCIL MEETINGS; TO REPEAL SECTIONS 2-26 AND 2-29 AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-26 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-26. Time and location of regular meetings.

The city council shall hold regular meetings on the first and third ~~second and fourth Mondays-Tuesdays~~ in each month at the hour of 6:00 p.m. in the council chambers of the city hall in the city or in such other place within the city limits to which such meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the city hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or, if he or she should fail to act, by four (4) members of the city council. When the day for any regular meeting falls on a holiday recognized by the city, no meeting shall be held on such holiday. In such case, the regular meeting shall be held at the same time and location on the next business day. The city council may cancel or reschedule a regular city council meeting by a vote of a majority of the members of the council.

Section 2. That Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-29. Agenda; submission of materials; formulation; public availability, etc.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. If the item is deemed to be "of an emergency nature" by the city administrator, the above timeline may be expedited. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. Unless prevented by unforeseen circumstances or emergency, the agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Monday-Tuesday council meeting to which it pertains, and shall be made available to the public no later than 4:00 p.m. on the same Wednesday.

Section 3. That Sections 2-26 and 2-29 of the Bellevue Municipal Code as heretofore existing are hereby repealed.

Section 4. 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 _____ 2019.

Mayor

ATTEST:

City Clerk

Effective
MAY 7th

1
2
3 First Reading _____
4
5 Second Reading _____
6
7 Third Reading _____

APPROVED AS TO FORM:

City Attorney

ORDINANCE RECORD

ORDINANCE NO. 3927

AN ORDINANCE TO AMEND SECTIONS 2-26 AND 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE TIME AND LOCATION OF REGULAR CITY COUNCIL MEETINGS, AND THE PREPARATION OF THE AGENDA FOR REGULAR COUNCIL MEETINGS; TO REPEAL SECTIONS 2-26 AND 2-29 AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-26 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-26. Time and location of regular meetings.

The city council shall hold regular meetings on the first and third Tuesdays in each month at the hour of 6:00 p.m. in the council chambers of the city hall in the city or in such other place within the city limits to which such meeting may be adjourned. If by reason of fire, flood or other emergency it shall be unsafe to meet in the city hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or, if he or she should fail to act, by four (4) members of the city council. When the day for any regular meeting falls on a holiday recognized by the city, no meeting shall be held on such holiday. In such case, the regular meeting shall be held at the same time and location on the next business day. The city council may cancel or reschedule a regular city council meeting by a vote of a majority of the members of the council.

Section 2. That Section 2-29 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-29. Agenda; submission of materials; formulation; public availability, etc.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. If the item is deemed to be "of an emergency nature" by the city administrator, the above timeline may be expedited. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. Unless prevented by unforeseen circumstances or emergency, the agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Tuesday council meeting to which it pertains, and shall be made available to the public no later than 4:00 p.m. on the same Wednesday.

Section 3. That Sections 2-26 and 2-29 of the Bellevue Municipal Code as heretofore existing are hereby repealed.

Section 4. 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 _____ 2019.

Mayor

ATTEST:

City Clerk

12a. & 12a.1
1-28-19

POLICY RESOLUTION 39

PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

The City of Bellevue recognizes and upholds the right of citizens, organizations and groups to attend, observe and participate in regularly scheduled public meetings of the Bellevue City Council. The following rules are established for participation by members of the general public, organizations or groups:

MATTERS NOT ON THE CITY COUNCIL AGENDA

Any person, organization or group may request the opportunity to speak regarding any matter not included on the City Council's agenda. The following conditions for participation shall apply:

1. Each person, organization or group who wishes to speak shall submit a written request, on a form provided by the City Clerk, to the City Clerk by the end of the business day that is at least five (5) calendar days prior to a scheduled meeting. The written request shall state the person's name, address, and topic, with a brief description of what is going to be said in regard to such topic. If the City Administrator determines that the topic and/or description are too vague, the person may be asked to clarify the item. The City Clerk shall notify the requestor of the placement of the item on the agenda.
2. Each person, organization or group who has been placed on the agenda shall be recognized by the Mayor or the presiding officer.
3. Presentations shall be limited to five (5) minutes per speaker unless a majority of the Councilmembers present votes to suspend the rule to provide for more or less time. If there are numerous requests to address the City Council on the same topic, the Mayor may recognize representatives to speak.
4. An organization or group wishing to speak before the City Council shall speak through its appointed spokesperson, who shall be the person required to submit the aforementioned form requesting to speak. The Mayor or presiding officer may limit the number of persons

permitted to speak for any organization or group.

MATTERS ON THE CITY COUNCIL AGENDA

Any person, organization or group may request the opportunity to speak regarding any matter on the City Council's agenda. The following conditions for participation shall apply:

1. Each person, organization or group who wishes to speak (except for items requiring a public hearing) shall submit a written request, on a form provided by the City Clerk, to the City Clerk prior to the start of the scheduled meeting. The written request shall state the person's name, address, and agenda item on which the individual, organization or group wishes to speak.
2. The Mayor or the presiding officer, at the appropriate time on the agenda, shall recognize each person, organization or group who has requested to speak.
3. Presentations shall be limited to three (3) minutes per speaker unless a majority of the Councilmembers present votes to suspend the rule to provide for more or less time. If there are numerous requests to address the City Council on the same topic, the Mayor or presiding officer may recognize representatives to speak.
4. An organization or group wishing to speak before the City Council shall speak through its appointed spokesperson, who shall be the person required to submit the aforementioned form requesting to speak. The Mayor or presiding officer may limit the number of persons permitted to speak for any organization or group.

GENERAL PROVISIONS

1. All persons speaking at a City Council meeting shall address the Mayor and Council as a whole, and not the public in general.
2. All persons addressing the City Council shall state his or her name, address, organization or group represented, if any, and shall confine his or her comments to the specific agenda item upon which he or she has requested to speak.
3. All persons speaking at a City Council meeting are expected to conduct themselves in a courteous manner. Comments

shall not involve personal or slanderous attacks on employees, members of the City Council or members of the general public. The use of profane, vulgar, inflammatory, threatening, abusive or disparaging language or racial or ethnic slurs will not be tolerated.

4. The Mayor or presiding officer may instruct the Sergeant at Arms to remove any person from the City Council Chamber who continues to conduct himself or herself in a disorderly manner and causes a disruption to the meeting.

Adopted:
Reviewed:

Revised:

ORDINANCE NO. 3928

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-30. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- (1)(a) Invocation;
- (2) Call to order and roll call;
- (2)(a) Open Meetings Act;
- (3) Approval of agenda, consent agenda, minutes and advisory committee reports;
- (4) Approval of claims (statements of account);
- (5) Special presentations (quarterly budget update on agendas for the second City Council meetings in January, April, July, and October);
- (5)(a) Organizational Matters (when necessary to elect a new council president)
- (6) Liquor licenses;
- (7) Ordinances for adoption (third reading);
- (8) Ordinances for public hearing (second reading);
- (9) Ordinances for introduction (first reading) read only;
- (10) Public hearing on matters other than ordinances;
- (11) Resolutions for adoption;
- (12) Current business;
- (13) Administrative reports;
- ~~(14) Public requests to be heard;~~
- ~~(1514)~~ Closed or Executive Session; and
- ~~(1615)~~ Adjournment.

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. 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 _____ 2019.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

First Reading _____

Second Reading _____

Third Reading _____

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-30. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- (1)(a) Invocation;
- (2) Call to order and roll call;
- (2)(a) Open Meetings Act;
- (3) Approval of agenda, consent agenda, minutes and advisory committee reports;
- (4) Approval of claims (statements of account);
- (5) Special presentations (quarterly budget update on agendas for the second City Council meetings in January, April, July, and October);
- (5)(a) Organizational Matters (when necessary to elect a new council president)
- (6) Liquor licenses;
- (7) Ordinances for adoption (third reading);
- (8) Ordinances for public hearing (second reading);
- (9) Ordinances for introduction (first reading) read only;
- (10) Public hearing on matters other than ordinances;
- (11) Resolutions for adoption;
- (12) Current business;
- (13) Administrative reports;
- (14) Closed or Executive Session; and
- (15) Adjournment.

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. 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 _____ 2019.

ATTEST:

City Clerk

First Reading

Second Reading

Third Reading

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

126
1-28-19

COUNCIL MEETING DATE:	January 28, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: Patrick J. Sullivan City Attorney	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Sale of City surplus property

SYNOPSIS:

Selling City real estate must be done by Ordinance with a right of remonstrance

FISCAL IMPACT:

\$1 of revenue less legal expenses

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve

BACKGROUND:

Jack J. Jones and Tracey L. Jones live at 8259 S. 32nd Street and desire additional ground. This area is an abandoned lift station that serves only as a liability to the City with upkeep and tree trimming. A strip along the east 15' has been maintained for right of way if ever needed.

ATTACHMENTS:

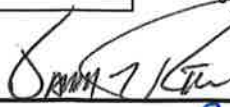

1 Ordinance	4
2 Purchase Agreement	5
3 Aerial	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

PURCHASE AGREEMENT

January 3, 2019

The undersigned, hereinafter referred to as "Buyer", agrees to purchase the property described as follows:

1. Legal Description:

THE SOUTH 32 FEET OF THE EAST 130 FEET OF LOT 23A, AND LOT 24B EXCEPT THE EAST 15 FEET, ALL IN PLEASANT HILL OR MARTINS SUBDIVISIONS, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

2. Conveyance: Seller agrees to convey title to property to Buyer or its nominee by Quitclaim Deed only. Seller further reserves the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate new or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by Seller or such other utility and to enter upon the premises to accomplish the above purpose at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

3. Assessments: Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

4. Purchase Price: Buyer agrees to pay the sum of One (\$1.00) Dollar upon the following terms: Balance of One (\$1.00) Dollar to be paid in cash, or by certified or cashiers check, at the time of delivery of deed.

5. Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all prior year's taxes, interest and other charges, if any, will be paid by Seller.

6. Title Insurance: Buyer shall obtain a current title insurance commitment as soon as possible after the acceptance of this agreement. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer may rescind this agreement and the deposit shall be refunded. The cost of the title insurance policy shall be paid by Buyer.

7. **Closing:** Closing shall take place upon satisfaction of the conditions of this agreement regarding condition of the title and the passage and publication of the Ordinance authorizing the sale and the failure of remonstrance provided by law. In the event such conditions are not satisfied within 120 days of acceptance of this agreement, unless such time period is extended by the agreement of the parties or unless such conditions are waived in writing by the city, this agreement shall be null and void and the earnest money will be returned to the Buyer. In the event that Seller fails to fulfill its obligations contemplated by this agreement resulting in the failure to close on the purchase of the property, Buyer acknowledges that Buyer's sole and exclusive remedy for such failure of the Seller is the termination of the agreement and responsibilities of the parties herein. Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent, and Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

8. **State Documentary Tax:** This transaction will be exempt from State Documentary tax.

9. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement. Buyer agrees to provide its own hazard insurance as of the date of closing.


10. **Condition of Property:** Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Buyer represents that he has had the opportunity to examine said property and that his decision to purchase the property is based upon his own examination and not upon any representation of the Seller or any of the Seller's agents.

11. **Broker:** Seller and Buyer agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Buyer further agree and acknowledge that Buyer has no broker or agent to act on their behalf.

12. **Council Approval:** This agreement is subject to the passage and publication of an ordinance by the City Council of the City of Bellevue and publication of notice of sale and right of remonstrance as provided by §16-202 Nebraska Revised Statutes.

13. **Expiration:** This offer shall be deemed irrevocable upon the execution of same by the Mayor and City Clerk of the City of Bellevue, and accepted upon the passage of the ordinance.


Jack J. Jones, Buyer


Tracey L. Jones, Buyer

Address: 8259 S. 32nd Street
Bellevue, NE 68147

Telephone: (402) 980-4879

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

CITY OF BELLEVUE, SELLER

Mayor

City Clerk

Address: 1500 Wall Street
Bellevue, NE 68005

Telephone: (402) 293-3021

Sarpy County Property Information

Location



Legend

2018 Aerial Photo

Red: Band_1

Green: Band_2

Blue: Band_3



1: 1,661



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.

**Sarpy County GIS**
1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

ORDINANCE NO. 3929

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN REAL ESTATE, SAME BEING DESCRIBED IN SECTION 1 OF THIS ORDINANCE; DIRECTING THE CONVEYANCE OF SUCH REAL ESTATE, AND THE MANNER AND TERMS THEREOF, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. The City is the owner of certain real property, which is by this ordinance declared surplus. The legal description of the real property is as follows:

THE SOUTH 32 FEET OF THE EAST 130 FEET OF LOT 23A, AND LOT 24B EXCEPT THE EAST 15 FEET, ALL IN PLEASANT HILL OR MARTINS SUBDIVISIONS, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

Section 2. The City has received a Purchase Agreement regarding the property from Jack J. Jones and Tracey L. Jones, proposing to purchase said property for One (\$1.00) Dollar. A copy of the Purchase Agreement is attached hereto and by this reference incorporated herein.

Section 3. That on the ____ day of _____, 2019, the City Council of Bellevue conducted a regularly scheduled public hearing at which it considered the offer.

Section 4. That said property shall be sold to Jack J. Jones and Tracey L. Jones, or their assignee pursuant to the terms and conditions contained in the attached Purchase Agreement.

Section 5. This Ordinance shall become effective upon passage and publication according to law, and upon failure of remonstrance, the transaction shall proceed according to the terms of the purchase agreement.

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

Sabrina Ohnmacht, City Clerk

Rusty Hike, Mayor

APPROVED AS TO FORM:

Patrick J. Sullivan, City Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12C
1-28-19

COUNCIL MEETING DATE:	01/28/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Rich Severson- Finance		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. The ranges are based upon market rate research.

FISCAL IMPACT:

Dependent on position

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

N/A

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve Compensation Ordinance 3930

BACKGROUND:

The Compensation Ordinance was last updated on 03/12/18. Since that time we have added two new unclassified positions that need wage ranges added to the ordinance as well as updating new contract effective dates. The Administrative Services Director position is also being eliminated completely from the ordinance.

ATTACHMENTS:

1	Ordinance No. 3930	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



ORDINANCE NO. ~~3901~~ 3930

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. ~~3828~~ 3901; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. Civilian Employees Association of Bellevue (Civilian Non-Management)
Effective December 11, 2017

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)
Effective October 23, 2017

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Attorney	By Contract
	City Clerk	\$5,347 - \$7,216
	Treasurer	\$270 - \$354

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Administrative Services Director	\$ 8,052 - \$ 10,202
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492
	Assistant City Administrator	By Contract
	City Attorney	\$8,204 - \$10,913
	Compliance and Control Manager	\$ 5,288 - \$ 7,445
	Finance Director	\$ 7,004 - \$ 10,338
	Fire Chief	\$ 8,227 - \$ 10,608
	Human Resources Coordinator	\$ 4,554 - \$ 6,066
	Human Resources Manager	\$ 6,363 - \$ 8,515
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	\$ 6,480 - \$ 8,675
	Library Director	\$ 6,412 - \$ 8,177
	Planning Director	\$ 6,550 - \$ 8,945
	Police Chief	\$ 7,906 - \$ 10,734
	Public Works Director	\$ 7,807 - \$ 10,465
	Public Works Engineer II	\$ 5,645 - \$ 7,438
	Risk Manager	\$ 4,719 - \$ 6,533

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12
	Executive Secretary	\$ 21.44 - \$ 29.23
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association
Effective October 1, 2014 2018

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

Section 4. Bellevue Police Command Staff Association
Effective January 11, 2016 October 1, 2018

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

Section 5.	<u>Fire Command</u>	
	<u>Unclassified</u>	<u>Range (monthly)</u>
	Assistant Fire Chief	\$ 7,214 - \$ 8,926

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)
Effective January 22, 2018

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

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00		
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>		
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25		
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>		
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50		
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>		
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75		
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>		
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00		
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly)
\$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)
Effective January 8, 2018

Job Classification

Firefighters

Range (hourly)

By Contract

Section 8. That Ordinance ~~3828~~ 3901 is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, ~~2018~~
2019

ATTEST:

Rita Sanders Rusty Hike, Mayor

Sabrina Ohnmacht, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

12d
1-28-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	1/28/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Right-of-Way Vacation

SYNOPSIS:

Request to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, Lots 3A2 & 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martin's Subdivision; and Tax Lot W located in Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

FISCAL IMPACT:

0

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

0

RECOMMENDATION:

Approve the request to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, Lots 3A2 & 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martin's Subdivision; and Tax Lot W located in Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

BACKGROUND:

City Council approved the rezoning, Small Subdivision Plat, and Conditional Use Permit for Lot 1, Mill's Addition for the purpose of a self-storage facility on January 14, 2019.

ATTACHMENTS:

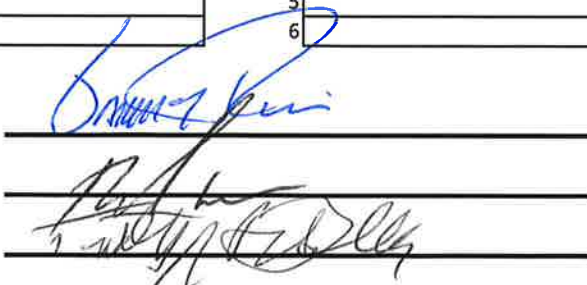
1	Ordinance	4	
2	Application	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





Permit Number: _____

Date of Application: _____

Public Works Department
1510 Wall Street
Bellevue, NE 68005
Ph: 402-293-3025/Fax: 402-293-3173

STREET/ALLEY VACATION APPLICATION

Name: 2715 LLC

Address: 2715 Chandler Rd Bellevue Ne 68147
Street City/State/Zipcode

Phone/Fax Number 402-331-3796 402-331-5295 402-676-8081
Phone fax cellular

email: craig@faulk-entprises.com

Briefly state the reason for this request: To make parcel # 010973745, # 011100419
& # 011136243 contiguous by vacating McCorkindale Ave as parcel
011100419 is "fill ground" and therefore ~~not~~ prohibitive to build on,

Legal description of street/alley to be vacated: McCorkindale Ave between Lot 10 & Lot 11,
W of ROW, Pleasant Hill or Markins subdivision "A" Tax Lot W 16-14-13"
& lastly "Lot 2, W of RR ROW, & Lots 3A2 & 3C Pleasant Hill or
Markins Subdivision"

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

Craig Faulk 7/11/2013

Signature of Applicant

STREET / ALLEY VACATION PETITION

Please read the following carefully:

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

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

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

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

NAME OF OWNER	DATE SIGNED	DESCRIPTION OF PROPERTY
Charles Frank <i>Charles Frank</i>	7-11-18	Lot 2, W of RR ROW & Lots 3A2 & 3C- Pleasant Hill or Martins Subdivision.
Larry & Anna Josell <i>Larry & Anna Josell</i>	7/17/2018 <i>7/17/2018</i>	Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martins Subdivision
Larry & Anna Josell <i>Larry & Anna Josell</i>	7/17/2018 <i>7/17/2018</i>	Tax lot W 16-14-13

STREET / ALLEY VACATION AGREEMENT

That portion of the street/alley platted in between "Tax Lot W 16-14-13" &

"Lot 10 & Lot 11, W & F ROW, Pleasant Hill or Morton's Subdivision" & "Lot 2, W & F RR ROW, 1 lot

located in the ^{new} 2715 Chandler Rd, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

3A2 & 3C
Pleasant Hill
or Morton's
subdivision

Sarpy County Property Information



Location



Legend

- Bridges
- Curb Ramps
- Signs
- Signals
- Trees
- Guardrails
- Pavement Type
- Street Pavement
- Road Centerlines
- 2018 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3

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.

Sarpy County GIS
1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com



1: 3,321

ORDINANCE RECORD

No. 728--REDFIELD & COMPANY INC., OMAHA

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING A PORTION OF MCCORKINDALE AVENUE ABUTTING LOT 2, W OF RR ROW, & LOTS 3A2 AND 3C, PLEASANT HILL OR MARTIN'S SUBDIVISION; LOT 10 & LOT 11, W OF ROW, PLEASANT HILL OR MARTIN'S SUBDIVISION; AND TAX LOT W, LOCATED IN SECTION 16, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, NOT HERETOFORE VACATED, REPEALING ALL ORDINANCES AND ALL PARTS OF ORDINANCES IN CONFLICT HERewith, AND DESIGNATING AN EFFECTIVE DATE.

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

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

Section 1. It is hereby declared necessary, expedient and proper to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW & Lots 3A2 and 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martin's Subdivision; and Tax Lot W, located in Section 16, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, and, be and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers;

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

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

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

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

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

Passed and approved this _____ day of _____, 20__.

APPROVED AS TO FORM:



City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

12c
1-28-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	January 28, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Sale of surplus property located adjacent to and north of 1303 Freeman Drive.

SYNOPSIS:

Kim Hawley, 1303 Freeman Drive, has requested to purchase a 32' x 140' piece of City-owned property adjacent to his current property. The purchase price agreed on with the former administration is \$2,250

FISCAL IMPACT:

The proposed sale price is \$2,250.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Public Works and Planning Departments have reviewed this request and are recommending approval.

BACKGROUND:

Kim Hawley currently owns and resides in the home at 1303 Freeman Drive, legally described as Lot 12 and the south 20 feet of Lot 11, Lawre Addition #4. Mr. Hawley is requesting to purchase the remaining portion of Lot 11, which measures approximately 32' x 140'. The City's selling price is comparable, per square foot, to recent similar sales of remnant City-owned property. There is an existing overhead power line at the northeast corner of the parcel; the ordinance for the sale reserves easements for this and future utility needs.

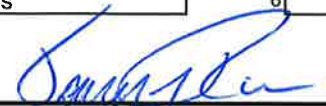
ATTACHMENTS:

- 1 Ordinance No. 3932
- 2 Purchase Agreement
- 3 Aerial and plat maps

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

LEGAL APPROVAL:

ORDINANCE NO. 3932

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN REAL ESTATE, THE SAME BEING DESCRIBED IN SECTION 1 OF THIS ORDINANCE; DIRECTING THE CONVEYANCE OF SUCH REAL ESTATE AND THE MANNER AND TERMS THEREOF, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. The City is the legal owner of certain real property, which is by this ordinance declared surplus. The legal description of the real property is as follows:

Lot 11, except the south 20 feet, Lawre Addition #4, as surveyed, platted and recorded in Sarpy County, Nebraska.

Section 2. The City has received a purchase agreement regarding the property from Kim Albert Hawley, proposing to purchase said property for Two Thousand Two Hundred Fifty and no/100 Dollars (\$2,250.00). A copy of the purchase agreement is attached hereto and by this reference incorporated herein.

Section 3. That on the _____ day of _____, 2019, the City Council of Bellevue conducted a regularly scheduled public hearing at which time it considered the offer.

Section 4. That said land shall be sold to Kim Albert Hawley, or his assigns pursuant to the terms and conditions contained in the attached purchase agreement, subject to the conditions and limitations that there is reserved to the City of Bellevue the right to maintain, operate, repair maintain, operate and renew sewer now existing therein and in the future to construct, maintain, repair and renew additional and other sewers; and, also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate new or hereafter installed water and gas mains, poles, lines conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on or below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include lateral connections or branch lines as may be ordered, desired or permitted by City or such other utility and to enter upon the premises to accomplish the above purpose at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 5. This Ordinance shall become effective upon passage and publication according to law and upon failure to remonstrance, the cash price shall be paid and the City shall execute and deliver a quitclaim deed to Kim Albert Hawley, or his assigns, according to the terms of the purchase agreement.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

BY:

Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor

APPROVED AS TO FORM:

Timothy Buckley, City Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

PURCHASE AGREEMENT

_____, 2018

The undersigned, hereinafter referred to as "BUYER" agrees to purchase the property described as follows from the City of Bellevue, Nebraska, hereinafter described as "SELLER":

1. **Legal Description:** Lot 11, except the south 20 feet, Lawre Addition #4, as surveyed, platted and recorded in Sarpy County, Nebraska.
2. **Conveyance:** SELLER agrees to convey title to property to BUYER or its nominee by Quitclaim Deed only. SELLER further reserves the right to maintain, operate and renew sewer now existing therein and in the future to construct, maintain, repair and renew additional and other sewers; and, also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate new or hereafter installed water and gas mains, poles, lines conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on or below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include lateral connections or branch lines as may be ordered, desired or permitted by SELLER or such other utility and to enter upon the premises to accomplish the above purpose at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.
3. **Assessments:** SELLER agrees to pay any assessments for public improvements previously constructed or ordered or required to be constructed by the public authority but not yet assessed.
4. **Purchase Price:** BUYER agrees to pay the sum of Two Thousand Two Hundred Fifty (\$2,250.00) dollars upon the following terms: Two Hundred Fifty (\$250.00) Dollars as an earnest deposit on the purchase at the time of execution of this Purchase Agreement and Two Thousand (\$2,000.00) dollars to be paid in cash, or by certified or cashier's check, at the time of delivery of the deed.
5. **Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing take place shall be treated as though all are current taxes, and those taxes shall be prorated as of closing, and all prior year's taxes, interest and other charges, if any, will be paid by SELLER.
6. **Title Insurance.** BUYER shall obtain a current title insurance commitment as soon as possible after the acceptance of this agreement. If title defects are

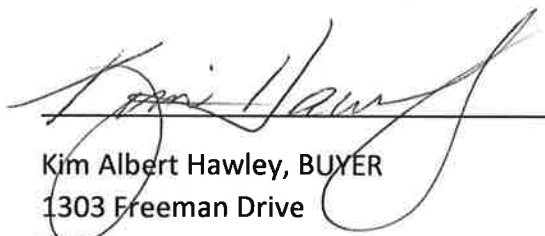
found, SELLER must cure them within a reasonable time. If title defects are not cured within a reasonable time period, BUYER may rescind this agreement and the deposit shall be refunded. The cost of the title insurance policy shall be paid by BUYER.

7. **Closing:** Closing shall take place upon satisfaction of the conditions of this agreement regarding condition of the title and passage and publication of the Ordinance authorizing the sale and the failure of remonstrance provided by law. In the event such conditions are not satisfied within 120 days of acceptance of this agreement, unless such time period is extended by the agreement of the parties or unless such conditions are waived in writing by the City through its City Council, this agreement shall be null and void and the earnest money will be returned to the BUYER. In the event that SELLER fails to fulfill its obligations contemplated by this agreement resulting in the failure to close on the purchase of the property, BUYER acknowledges that BUYER's sole and exclusive remedy for such failure of the SELLER is the termination of the agreement and responsibilities of the parties herein. BUYER and SELLER acknowledge and understand that the closing of the sale may be handled by an Escrow Agent, and Escrow Agent's charge for the escrow closing shall be equally divided and paid by the BUYER and SELLER.
8. **State Documentary Tax:** This transaction will be exempt for State Documentary Tax.
9. **Insurance:** Any risk to the property shall be borne by the SELLER until title has been conveyed to BUYER. In the event, prior to closing, the structures on the property are materially damaged by fire, explosion or any other cause, BUYER shall have the right to rescind this agreement. BUYER agrees to provide its own hazard insurance as of the date of closing.
10. **Condition of Property:** Property is being sold "as is" with no representation or warranties, expressed or implied, by the SELLER with respect to health, safety or environmental conditions. BUYER represents that he has had the opportunity to examine said property and that his decision to purchase the property is based on his own examination and not upon and representation of the SELLER or any agent of SELLER.
11. **Broker:** SELLER and BUYER agree and acknowledge that SELLER has no broker or agent to act on its behalf with regard to this transaction. SELLER and BUYER acknowledge that BUYER has no broker or agent to act on his behalf.
12. **City Council Approval:** This agreement is subject to the passage and publication of an Ordinance by the City Council of the City of Bellevue, Nebraska, and publication of the sale and right of remonstrance as provided by Section 16-202, Nebraska Revised Statutes.

13. Expiration: This offer shall be deemed irrevocable upon the passage of the Ordinance and execution of the same by the Mayor and City Clerk of the City of Bellevue.

14. Acceptance: SELLER accepts the foregoing proposition on the terms stated and agrees to convey title to the property, deliver possession and perform all of the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Executed this _____ day of _____, 2018, by Kim Albert Hawley,
BUYER:



Kim Albert Hawley, BUYER
1303 Freeman Drive
Bellevue, NE 68005

Executed this _____ day of _____, 2018, by the City of Bellevue,
Nebraska, SELLER:

City of Bellevue, SELLER

Mayor

ATTEST:

City Clerk
1500 Wall Street
Bellevue, NE 68005

Lot 11, except S 20' Lawre Addition #4



Location



Legend

Road Centerlines

2018 Aerial Photo

Red: Band_1

Green: Band_2

Blue: Band_3



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.



1:1,661

Sarpy County GIS

1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046

maps.sarpy.com

POINT OF BEGINNING
NORTH SEC. LINE SEC. 36

DEDICATION

[illegible]

BELLERUE SALES INC

By Elmer McCann
B. HOFFA - PRESIDENT, A.F. OF L.

R. JOE McKNIS, SEC. - TREAS.

TREAS-2E CERTIFICATE

THIS IS CERTIFICY THAT THE RECORDS OF AN OFFICE
KNOWN AS REGULAR TAXES OR SPECIAL ASSESSMENTS
DATE OR DISREGARDLY AMOUNT THE PAYEE'S
EMPLOYED WITHIN THE YEAR
OF 1961 IN ADDITION, HEREINAFTER DATED
OF 1961.

Arthur M. Day
TREASURER OF SASKY COUNTY, NEBR.

TREASURER OF SAREBY COUNTY, NEBR.

APPROVAL OF BELLEVUE PLANNING COMM

THIS PLOT OF LAND ADDITION #4 WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF BELLEVUE, SASTON COUNTY, NEBRASKA, THIS 22 DAY OF APRIL 1961

Charles Jones
Chairman

~~Chairman~~
CHAIRMAN

ACKNOWLEDGEMENT
STATE OF NEBRASKA

[illegible]

IN THE COUNTY, THE DATE LAST APPEARED.

MY COMMISSION EXPIRES December 3, 1962

Frank J. Dancy
NOTARY PUBLIC

SURVEYORS CERTIFICATE

[illegible]

DATED THIS 25 DAY OF APRIL AD. 1966

Willis Foster
REGISTERED LAND SURVEYOR

P. 155

LAWRENCE ADDITION #4

SCALE 1"=60'

15th AVE.

—N 85°-0
LOT "21
LAURE "3

Filed 5-1-61

13a
1-28-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	1/28/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Olde Towne Storm Sewer Study

SYNOPSIS:

Request permission to enter into an agreement for Professional Engineering Services between the City of Bellevue and HDR Engineering, Inc. for the Olde Towne Storm Sewer Study.

FISCAL IMPACT:

\$16,913

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Professional Engineering Services Agreement between the City of Bellevue and HDR Engineering, Inc. for the Olde Towne Storm Sewer Study Project not to exceed \$16,913.

BACKGROUND:

The study is to evaluate the storm sewer system to determine the cause of street flooding and develop recommendations for solutions to reduce the level and occurrence of street flooding events. This is from Mission Avenue to 22nd Avenue along Hancock Street. The Scope of Work is described in Exhibit "A".

ATTACHMENTS:

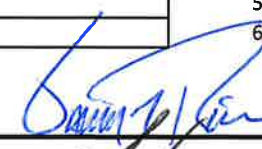
1 Agreement	4
2	5
3	6


SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of January, 2019, between City of Bellevue, Nebraska ("OWNER") a Municipal corporation, with principal offices at 1510 Wall Street, Bellevue, Nebraska 68005, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") a Nebraska corporation, with principal offices at 1917 South 67th Street, Omaha, Nebraska, 68106 for services in connection with the project known as Olde Towne Storm Sewer Study ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is sixteen thousand, nine hundred and thirteen Dollars (\$16,913.00).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Bellevue, Nebraska

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: _____

Matthew B. Tondl, P.E.

TITLE: _____

Senior Vice President

ADDRESS: _____

1917 South 67th Street

Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK – OLDE TOWNE STORM WATER STUDY
BELLEVUE, NEBRASKA

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue desires HDR to conduct a study to evaluate the storm sewer system to determine the cause of street flooding and develop recommendations for solutions to reduce the level and occurrence of the street flooding events.

The project area is located in the Olde Towne part of Bellevue generally between the intersections of Mission Avenue and 22nd Avenue with Hancock Street. (See the exhibit in Appendix A). Street flooding is occurring during storm events overtopping the curb and entering the first floor access doors of local businesses along Hancock Street.

Subsequent task orders will be prepared to address future design efforts for proposed improvements.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Items of Work

1. Data collection including record drawings, existing CCTV, existing topographic survey, and GIS data including City/County level contour data.
2. Interviews with City Public Works personnel.
3. Visual inspection of the various system components including inlets, manholes, streets, etc.
4. Evaluation of available data.
5. Development of a storm water collection system model.
6. Develop a study report including recommendations for improvements.
7. Review meetings with OWNER.

Key Understandings

1. OWNER will provide access to storm sewer system components for visual inspection as needed.
2. OWNER will provide available data including CCTV, existing topographic survey data, maintenance records, repair records, GIS data.
3. The inspection of the existing storm sewer system components will be visual only and will not include detailed structural analysis, coring, or non destructive testing.
4. The storm water collection system model will be developed in either Autodesk ASSA 2018 or XPSWMM version 2017.1.1 or higher.
5. Topographic survey is not included in the scope of work.
6. City/County level GIS Topographic contour data and any available survey data will be merged to generate any model surfaces.
7. Geotechnical investigation is not included in the scope of work.
8. Permitting is not included in the scope of work.
9. Preliminary and final design is not included in the scope of work.
10. Meetings will be held at Public Works Department or the project site

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over Project duration including planning, organizing and monitoring Project team activities; overall project management; and coordination with OWNER for access.

HDR Activities

110 – Team Management and Project Control

- 111 Resource management and allocation based on Project schedules and activities.
- 112 Production coordination.
- 113 Complete quality control (QC) review of draft and final documents.

120 – Meetings

- 121 Submittal review meeting with OWNER – one.

TASK SERIES 200 – DATA COLLECTION

Objective: Assemble available background data on the existing storm sewer collection and conveyance system, contributing area, and the impacted area.

HDR Activities

210 – Data Collection

- 211 Gather available topographic survey and GIS data that is available for the study area.

- 212 Complete visual inspection of the existing storm sewer system within the study area including inlets, manholes, and streets.
- 213 Receive available record information including CCTV inspection reports and data, maintenance and repair records, and GIS Data.
- 214 Meet with City personnel to discuss efforts to date to address the issue and their knowledge of the issue.

TASK SERIES 300 – STORM SEWER SYSTEM MODEL

Objective: Develop a storm sewer system model for the drainage area contributing flow to the project area. This will include a summary report, recommendations, and a conceptual opinion of probable construction costs (OPCC) if improvements are recommended.

HDR Activities: 310 – Storm Sewer Model Assembly

- 311 Assemble available field data, GIS Data, and available topographic survey data in Autodesk Civil 3D to be used as a base map and surface data for the storm sewer system model.
- 312 Evaluate the existing storm sewer system material and condition including the existing pipes, manholes, inlets, streets, and adjacent property sub-catchments to establish model parameters and boundary conditions.
- 313 Establish typical street corridor cross sections for inlet bypass and surface storm water routing.
- 314 Generate 1, 2, 5, 10, 25, 50 and 100 year storm event Hyetographs using NOAA Atlas 14 data.
- 315 Assemble data and set parameters in storm sewer model.

320 – Storm Sewer System Model Evaluation

- 321 Evaluate performance of the existing storm sewer system for 1, 2, 5, 10, 25, 50 and 100 year storm events.
- 322 Evaluate alternatives for storm sewer system improvements.
- 323 Incorporate proposed alternatives into the storm sewer model. Evaluate two storm sewer system model scenarios to determine impacts to the project area and the contributing drainage basin in order to optimize the system improvements.
- 324 Develop OPPCs for the alternatives evaluated

330 – Storm Sewer System Model Summary Memorandum

- 331 Develop storm sewer system model memorandum summarizing the development and evaluation of the storm sewer system model including recommendations for system improvements.
- 332 Submit draft summary memorandum and conceptual OPCC, if system improvements are warranted, to OWNER for review and comment.
- 333 Receive OWNER review comments and finalize summary report and conceptual OPCC.

PART 3.0 AUTHORIZATION

Work will not proceed on a task without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- Access to structures and system components.
- Available record data including CCTV, maintenance and repair records, GIS Data and any available survey data.
- Document review within two weeks of submittal.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	January 29, 2019
Complete Storm Water Modeling	February 25, 2019
Draft Summary Report and Recommendations	March 19, 2019

EXHIBIT B

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished

Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the

disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall

be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

Bellevue Storm Sewer Study - Mission and Hancock
Estimated Manhours and Fee Summary
January 16, 2019

FEE SUMMARY						
Task Series	Total Hours	Direct Labor	Total Labor	Direct Costs	Subconsultants	Total
Task 100 Project Management						
111 Resource Management	6	\$292.64	\$930.60	\$0.00		\$931
112 Production Coordination	2	\$111.34	\$354.06	\$0.00	\$0.00	\$354
114 Quality Control	2	\$156.14	\$496.53	\$0.00		\$497
115 Plan review meeting	4	\$222.84	\$708.63	\$27.40		\$736
Task 200 Data Collection						
211 Gather Survey and GIS	6	\$300.40	\$955.27	\$0.00		\$955
212 Visual Inspections	4	\$223.00	\$709.14	\$17.40		\$727
213 Receive record data	6	\$300.40	\$955.27	\$0.00		\$955
213 Meet with City Personnel	2	\$111.50	\$354.57	\$17.40		\$372
Task 300 Storm Sewer Model						
310 Storm Sewer Model Assembly	30	\$1,672.50	\$5,318.55	\$0.00		\$5,319
320 Storm Sewer Model Evaluation	11	\$613.17	\$1,949.88	\$0.00		\$1,950
330 Summary Memorandum	25	\$1,292.03	\$4,108.66	\$10.00		\$4,119
TOTAL	98	\$5,295.96	\$16,841.15	\$72.20	\$0.00	\$16,913.35

TOTAL:

\$16,913

\$2,517

\$3,009

\$11,387

\$16,913

4156
1-28-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	January 28, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Patrick J. Sullivan, City Attorney		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Indemnification Agreement for entry on 2611 Harrison Street

SYNOPSIS:

This allows Guardian Partners and its agents to enter the house while indemnifying the City if any injury would occur

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve

BACKGROUND:

The City condemned this property, and in the process, Guardian Partners purchased the property by tax deed. Guardian Partners filed an injunction and received a temporary injunction. Guardian Partners would like to inspect the building to see if it is feasible to rehabilitate it or if it will be cost prohibitive.

ATTACHMENTS:

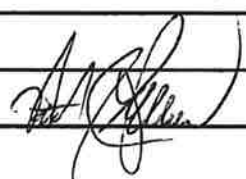
1	Indemnification Agreement	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made this ____ day of January 2019 by and between Guardian Tax Partners, Inc. (hereinafter "Guardian") and The City of Bellevue, Nebraska, a Political Subdivision of the State of Nebraska (hereinafter "Bellevue").

WHEREAS, pursuant to the agreement between the parties (hereinafter "Agreement"), Guardian wishes to enter upon the property legally described as LOT 8A, ARMOURDALE, commonly known as 2611 Harrison St., Bellevue, Sarpy County, Nebraska 68147 (hereinafter "Property").

WHEREAS, the Property was condemned and the owners were directed to tear down and remove structures located upon the Property, debris removed, and the premises placed in a safe condition pursuant to Resolution No. 2018-09 (hereinafter "Resolution"), passed by the Bellevue City Council on April 9, 2018.

WHEREAS, pursuant to the Agreement, Guardian shall carry liability insurance coverage for the Property in an amount of at least one million dollars (\$1,000,000.00) for an individual claim and two million dollars (\$2,000,000.00) for total claims coverage. Guardian shall list Bellevue as an additional insured under said policy.

NOW THEREFORE, for valuable consideration received, the receipt and sufficiency of which is acknowledged by all parties and in consideration of the Property which is made a contractual part hereof, the parties agree as follows:

1. **Adoption of Recitals.** The parties hereto adopt the foregoing recitals and agree and affirm that the recitals are an integral part of this Agreement.

2. **Definitions.** The following terms shall have the meanings set forth after them.

"Adverse Consequences" means all actions, suits, proceedings, hearings, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and assessments which are initiated, imposed or prosecuted by any governmental body, person, trust or entity after the execution of this Agreement.

"Liability" means any liability, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

3. **Indemnification Provisions.**

(i) Immediately following the execution of this Agreement by Guardian, Guardian agrees to indemnify Bellevue from and against the entirety of any Adverse Consequences arising from any action or inaction occurring upon

the Property, including such Adverse Consequences Bellevue may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by Guardian, its agents, or any other individual entering upon the Property.

- (ii) If any non-party or its agents shall notify Bellevue with respect to any Adverse Consequences which may give rise to a claim for indemnification against Guardian under this Agreement, then Bellevue shall promptly notify Guardian thereof in writing; provided, however, that no delay on the part of Bellevue in notifying Guardian shall relieve Guardian from any obligation hereunder unless (and then solely to the extent) Guardian thereby is prejudiced.
- (iii) Guardian will have the right to defend Bellevue against the Adverse Consequences with counsel of its choice so long as (A) Guardian notifies the Indemnified Party in writing within 14 days after Bellevue has given notice of the claim that Guardian will indemnify Bellevue from and against the entirety of Adverse Consequences arising out of the claim Bellevue may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim, (B) Guardian provides Bellevue with evidence acceptable to Bellevue that Guardian will have the financial resources to defend against the claim and fulfill its indemnification obligations hereunder, AND (C) Guardian conducts the defense of the claim actively and diligently.
- (iv) So long as Guardian is conducting the defense of the Adverse Consequences in accordance with 3(iii) above, (A) Bellevue may retain separate co-counsel at their sole cost and expense and participate in the defense of the claim, (B) Bellevue will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of Guardian (not to be withheld unreasonably), and (C) Guardian will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of Bellevue (not to be withheld unreasonably).
- (v) In the event any of the conditions in 3(iii) above is or becomes unsatisfied, however, (A) Bellevue may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim, provided Bellevue obtains written consent from Guardian in connection therewith, (B) Guardian will reimburse Bellevue promptly and periodically for the costs of defending against the claim (including attorneys' fees and expenses), and (C) Guardian will remain responsible for any Adverse Consequences Bellevue may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim to the fullest extent provided in this 3.

4. Termination. This Agreement shall terminate when all statutory limitations for

filing such Adverse Consequences have expired.

5. Notice of defect in construction or maintenance. Guardian hereby acknowledges that any individual, group, and/or entity that enters upon the Property has knowledge of any and all defects that exist, and that there are alternate and safe contingencies/routes available, known, and understood.

6. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this agreement transmitted to another party to this agreement shall be deemed to be an original copy duly executed and delivered to the receiving party.

8. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Notices. All notices, requests, demands, claims, and other communication hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by electronic mail and/or registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nebraska, unless said conflict could result in the violation of the Due Process Clause and/or Equal Protection Clause of the United States Constitution.

11. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

13. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any

representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

14. Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the State of Nebraska in addition to any other remedy to which they may be entitled, at law or in equity.

15. Insurance Policy. Before Guardian enters, or causes entrance to be had upon the Property, Guardian shall purchase and carry a liability insurance policy for the Property, in an amount of at least one million dollars (\$1,000,000.00) for an individual claim and two million dollars (\$2,000,000.00) for total claims coverage. Such policy shall list Bellevue as an additional insured party.

16. Indemnified Party's Acceptance. Bellevue accepts the foregoing indemnification as an inducement for them to allow Guardian to enter upon the Property. Nothing in this agreement constitutes a waiver of sovereign immunity.

Guardian Tax Partners, Inc. a
Nebraska Corporation

By: _____

Print: Jared Hollinger

Its: President

Date: 1/23/19

City of Bellevue, Nebraska, a
Political Subdivision of the State of
Nebraska

By: _____

Print: _____

Its: _____

Date: _____



CITY OF BELLEVUE

OFFICE OF CITY ADMINISTRATOR

1500 Wall Street - Bellevue, NE 68005 - (402) 293-3022

To: Mayor Hike, City Council President Cook and
Members of the Bellevue City Council
From: James L. Ristow, City Administrator
Subject: Overview - Activities report
Date: January 22, 2019

- Attended City Council Meeting on January 14th.
- Meeting with SCSO, City of LaVista and City of Papillion to discuss potential merger of SWAT and additional discussions for medical costs associated with Arrestee.
- Bi-weekly Director meeting January 15th.
- Meeting with Cox Government Affairs and Cox Business to current services and Gigabit service provided to Bellevue residents. Discussed community engagement and involvement as a business leader in the community.
- Meeting with Mike Williams to discuss services provided by William Deras.
- Attended BP staff meeting with Chief.
- Met with one landowner on Hwy 34 to discuss potential relationship for economic development project.
- Met with Bellevue Chamber of Commerce for potential developmental project.
- Conducted several interviews for in-house counsel.
- Attended Economic Development Committee meeting to discuss RFP for "Branding Campaign".
- Meeting with BP Retirement Committee to review one current case.
- Met with Verizon group to discuss right of way agreement and future services proposed for 5G network.
- Meeting with Lee Polikov
- Attended Bellevue Chamber of Commerce ribbon cutting for Red Wing on 15th Street.
- Meeting with Hwy 34 prospect to discuss a potential project on Hwy 34.
- Attended Bellevue Bridge Steering Committee meeting.
- Agenda meeting on January 23rd.
- Attended FD Retirement Committee meeting
- Meeting with Sullivan & Adams.
- Attended Light Up Bellevue Committee meeting.

- Meeting with BP to review MOU regarding Grievances.
- Meeting with three separate outside vendors to conduct Strategic Planning Session in February.
- Review with Legal and Public Works regarding Tort Claim.
- Conference call to discuss Legislative Bills that impact our city.
- Meeting with LB 840 Committee Chair to discuss future direction.



An Equal Opportunity/Affirmative Action Employer



City of Bellevue

Personnel Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

Administrative Services Department Activity Report January 22, 2019

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician:

Record Management:

Prep, Input and Record Payroll Changes for processing for January 11th & 25th

Processed Address Changes – 2

Name Change - 0

Travel & Training Requests Processed 10

Narratives Received - 3

Recorded Performance Evaluations 10

Verifications of Employment – 3

Applicants/Recruitment: Advertise AEO I Parks, Street Sign/Signal Technician

Benefit Orientation/Employee Exits/Resignations:

1 - Full Time Exit

3 – Full Time Benefit Orientation

0 - Promotion

0 – Return from Leave

0 – Transfer

1 –Leave of Absence

4 – Resignations/Terminations

Benefit Administration:

COBRA Notices – 0

Retirement Enrollment/Rollovers -

Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 1

Beneficiary Changes - 0

QDRO - 1

Processed New or changes to Principal Loan – 1

Reconcile Retiree Payments and notified the retirees of payment amounts due.

Review Variances on Benefits for Finance

Updating all files and data base with new amounts for voluntary life insurance and created new census for Met Life

Updating all files and data base with new Life and AD&D amounts due to increases last year and creating census for new billing.

Audited and sent to finance for payment the EBS bill

Audited and sent to finance for payment the AFLAC bill

Audited and sent to finance the Met Dental bill

Updating all files and data base with new LTD amounts and creating census for new billing 2019

Auditing all beneficiaries for retirement and life ongoing



City of Bellevue

Personnel Department

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Performed Quarterly Random Drug and Alcohol Testing for all CDL required drivers

Payroll Administration:

Prep, E-Verify and Process New Hires - 3

Background Checks - 1

Medical Testing for New Employees - 0

Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases.

Audited TASC payroll verification and sent PVR and finalization to finance

Input into new system (ulti) new employees –

Audited wellness incentives and corrected discrepancies

Reports:

Prepared Activity Report for HR Manager

Prepared DOR salary report for HS Secretary

On-Going Projects:

Prep new contract year sheets for Grade/Step/Anniversary Date/Changes

Auditing of Personnel Files to include updating database with new information

Auditing of I-9 forms

Prepare orientation packets & manuals for new employees.

Continuous auditing benefit deductions for new payroll software

Training:

Civilian Retirement Committee: Coordinating with DC Retirement Strategies schedules for training, 1 on 1 meetings and Civilian Committee Review Meetings.

Human Resources Manager

- Personnel issues – (4) matters
- Employee orientation
- 1095-C final forms review
- W-2 review and finalization
- Annual Work Comp Reporting YE 2018
- BestCare EAP annual review/ renewal
- Job description creation, comparable wage review
- Payroll processing SOP creation/training
- Employee HRIS maintenance
- YE and quarter end payroll review and filing
- Civil Service: meeting management and notices, promotional testing planning
- Payroll processing 1/11 payroll



City of Bellevue

Personnel Department

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Payroll Specialist

No report

Human Services

The following activities were undertaken by the *Human Service Program Specialist* for January 8th – January 23rd:

FINANCIAL ASSISTANCE

OPPD 1

Rent 1

MUD 1

BH 0

CR =0

TOTAL= 3

TOTAL NO SHOWS= 5

FOOD PANTRY

TOTAL= 2

MEETINGS

BMA...1/10, 1/17

CTC... 1/6

Lift Up Sarpy...1/14

Homeless Solutions...1/9

Energy Assistance...1/17

Community Response...1/14

TASKS

Check FMLA Time Cards



City of Bellevue

Personnel Department

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Approval of HS Time Cards

Specialized Transportation traveled 2,426 miles with 379 passengers the last two weeks. The office registered ten new clients.



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

January 24, 2019

From: Susan Kluthe, Deputy City Clerk

RE: Information for Administration Report

The annual renewals of Occupational Tax stickers/vending machines, and Waste Hauler permits continue to come in.

Non-Class C Liquor License Renewal ads were in the *Bellevue Leader* this week.

Preparation for 01.28.19 Council Meeting

Catch up work due to Sabrina being gone

Day to day tasks, as usual.



CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

Bellevue Finance Department Status Report January 28, 2019

ACCOUNTING AND FINANCE

- Prepared Quarterly Budget Report and Forecast for 1/28 Council meeting
- Prepared Bond issue to reimburse City for 2018 street paving
- Treasury management; Confirmed deposits, Researched undocumented cash receipts
- Issued payments for approved expenses
- Downloaded payroll system transactions and imported into Abila G/L
- Prepared December bank reconciliations
- Adjusted rights to approved used in Abila system
- Recorded monthly department allocations for fuel, fleet and postage, office supplies, janitorial supplies
- Researched bills on minute record
- Continued working with auditors on annual audit
- Processed credit card transactions and reconciled statements
- Prepared rescue fee report
- Prepared monthly tax reports
- Retrieved documents and answered YTD financial questions for departments

CDBG:

- Continued work on the draft 2019-2023 Consolidated Plan including gather data, community input, survey information, and held a community meeting to review the development of the plan and gather additional input to identify community needs.
- Prepared update for the CDBG Timeliness Plan including all HUD requested information and submitted the plan to HUD for review.
- Updated the CDBG ledger and IDIS Balance report and reviewed all open CDBG activities, current fund balances, and available funds in the CDBG Line of Credit.
- Began preparing a substantial amendment for the 2018 Action Plan to move the available balance of funds in the CDBG line of credit from closed activities to the Chandler Hills Paving Improvement Project to meet timeliness requirements.
- Reviewed CDBG Committee terms and send out request for reappointment or new nomination to fill positions prior to next funding cycle.

RISK MANAGEMENT:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- New Hire Orientation: 3
- Training: webinar on work comp advocacy; webinar on police liability
- Conferred with legal, employees, and insurance carrier on liability claims/lawsuits
- Met with Physical Therapists regarding proactive approach to injury care
- Submitted safety inspection report for 16 parks in Ward 1; notified BM Department of needed repairs
- Delivered required PPE to various shops as needed (vests, gloves, ice grips)
- Worked on ADA updates/transition plan for ADA committee
- Conducted all duties associated with surplus equipment auction
- Total surplus sales as of December 3, 2018: **\$333,800**

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 1/23/2019

A. General Items:

- QA/QI
- Interviews with part time Firefighters.
- Year-end reports.
- Compiling interview data to create ranking list (after interviews are complete Wednesday)
- Resident riding along with EMS Captain Thursday.
- Scheduling and preparing for EMS Continuing education days for part timers for national registry topics for renewal.
- Reviewing dispatch feedback forms received over the weekend.
- Working on filling two fulltime Firefighter vacancies.
- E911 supervisors meeting Wednesday the 30th.
- Staff meeting Thursday the 31st.

B. Training:

- Hazmat decontamination.
- Medication administration.
- Hazmat A kit procedures.

C. Inspections:

- Suppression hood test Raising Crane.
- Final inspection Raising Crane.
- Fire sprinkler acceptance test 13816 Tregaron Ridge Ct.
- Fire alarm acceptance test 13816 Tregaron Ridge Ct.

D. Calls:

Fire – 45

Rescue - 172





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E. Ambulance Billing

No mid-month report

F. Manpower Report Staffing

Staffing Report from 1/7/2019 through 1/13/2019

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	E-1 3-Person	
Wednesday	AM	E-31,41 3-Person	
Wednesday	PM	Full	
Thursday	AM	E-21,31,41 3-Person	
Thursday	PM	Full	
Friday	AM	E-31 3-Person	
Friday	PM	Full	
Saturday	AM	E-1,21,31,41 3-Person	EMS O.O.S.
Saturday	PM	E-21 3-Person	
Sunday	AM	E-1,31,41 3-Person	
Sunday	PM	Full	

Staffing Report from 1/14/2019 through 1/20/2019

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E-21 3-Person	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E-1,21,31,41 3-Person	EMS O.O.S.
Saturday	PM	E-1,21,41 3-Person	
Sunday	AM	E-1,41 3-Person	E-31 O.O.S.
Sunday	PM	E-1,21,31 3-Person	





City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 1/15/2019

- The Bellevue Public Library is working with Bellevue East High School to place two B.E.S.T. (Bellevue East Student Training) students at the library. Both started this past week and will work with Circulation Manager Martha Ruff on various tasks, including checking in materials, "dressing" shelves, light cleaning and other activities. They will be working at the library one hour each day through the semester.
- Monthly staff meetings were held in the morning and afternoon of Wednesday, Jan. 8. Among the topics discussed were a review of timesheet procedures with UltiPro, discussion of the expired holds procedure and the daily holds shelf procedure, as well as review of a new staff roster and weekend assignments.
- An upgrade of the library's Symphony Integrated Library System (ILS) has been scheduled with vendor SirsiDynix for Wednesday, Jan. 30.
- The Steering Committee working on the Site Feasibility project for the library met in the afternoon on Jan. 8th. The committee reviewed and refined the presentation by the Clark Enersen design team which will be presented to the Bellevue City Council on Tuesday, Feb. 26th.
- The Young Adult Department is growing a new book collection called "Hi-Lo." Hi-Lo stands for "high interest-low vocabulary/readability" and may be of particular use to teens who read below their grade level or who are learning English. Many Hi-Lo publishers refer to the "Lexile Framework for Reading" tool, which can help match readers to Hi-Lo books that have both an appropriate difficulty and developmental level. The Framework tool is optional; patrons do not have to utilize it in order to make use of the Hi-Lo materials. The library's collection includes both paperbacks and hardcover books.
- The Bellevue Library Foundation still has some Paws Calendars on hand to sell as a fundraiser. These calendars, which feature dogs from the Pawsitive Reading program, will now sell at a discounted rate of \$10 each.





City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 1/22/2019

- The Bellevue Public Library continues to host One World Health representatives for health screenings on the first Tuesday of the month. They were at the library from 11 a.m. to 1 p.m. on Jan. 8 and will be at the library next on Tuesday, Feb. 5. The sessions include blood pressure screenings, as well as basic information regarding such things as nutrition, obesity, etc.
- The monthly meeting of the Bellevue Public Library Advisory Board was held on Wednesday, Jan. 16. Among the topics discussed by the Board included an update on the site feasibility project, the upcoming 90th anniversary of the library, and bylaw revisions regarding meeting times.
- The first session of Tech Café being offered by the Adult Services department staff was held on Jan. 10. Members of the public were invited to bring in their tablet or smart phone and to learn how to sign up for free ebooks and audiobooks offered through downloadable services from the library. Additional sessions will be held in upcoming months.
- The "Company of Me" financial literacy series continues to go strong. Close to 40 persons are attending this four-part, Sunday afternoon series which began on Jan. 6 and will conclude on Jan 27. Financial Advisor Barry Wilkinson has been leading this free course which is designed to look at a person's personality and how it affects his/her relationship with a paycheck and investments.
- Director Julie Dinville viewed a Nebraska Library Commission webinar live presentation on the 2019 One Book One Nebraska read selection, "This Blessed Earth" by author Ted Genoways. The book is also the selection for the 2019 Iowa Reads program.
- On Saturday, Jan. 26, Sarah Lively will present a program on Vision Boards to help patrons achieve their goals in the coming year. A vision board is a collage of images and words representing a person's wishes or goals, intended to serve as inspiration or motivation. The course is free and open to Ages 18+.



City of Bellevue

Office of the Planning Department

To: Mayor Hike
City Council
City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: January 23, 2019
Subject: Department comments for Administration Report

I have received almost all audits from Sanitary and Improvement Districts and I am compiling financial information for the SIDs. I am working with the Finance Department and City Administrator on putting together an annexation package for review by the Planning Commission and City Council.

The next meeting of the Planning Commission will be on January 24. The Commission will hold public hearings on the annexation of SID #147, Blackhawk, a change of zone on Galvin Road, and a request for annexation, change of zone and small subdivision plat for parcels on Childs Road, west of Cedar Island Road.

The Complete Streets Committee met on January 17.

I am working with Council members Cook and Shannon on additional revisions to the sign ordinance regarding digital signs, per the Council discussion at the last meeting.

I attended the South Sarpy Watershed Partnership meeting at the NRD.

Tammi attended a meeting regarding affordable housing and a meeting of the Bellevue Chamber Economic Development Committee.

We have been working on reorganizing our file room and transferring files from boxes to file cabinets.

INTEROFFICE MEMORANDUM

TO: JIM RISTOW
FROM: CHIEF ELBERT
SUBJECT: DIRECTORS BRIEF
DATE: 1/22/2019

2 new police recruits started 1-22-19. They will attend recruit class #2 of our SDLEA starting in February.

Continue to further the discussions on merging SWAT Teams with SCSO, Papillion, and LaVista. City of LaVista is officially voting via resolution to break off from current Inter-Local in February. New Inter-Local is being drafted by Sarpy County Atty.

Rec'd \$5,000 State grant to host a local Crash Reconstruction course.

Completed 2 pursuit reviews, 2019 Training calendar built, and LRMS project underway.

Code Enforcement Stats:

January 11, 2019	January 18, 2019
Calls – 257	274
Notices:	
Zoning – 2	11
Nuisance – 25	77
Clean Ups – 0	0
Tree Removal – 0	4
Certified Notices – 15	18
Officer Initiated – 19	62
Towed Vehicles – 5	2
Red Tags – 7	3